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

Memorandum

MIAMI-DADE COUNTY

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, Inc. for the Lease of Two Disabled Equipped and Wheel Chair Accessible Mini-Buses

Agenda Item No.9(A)(2)

Resolution No. R-804-12

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, Inc. for the lease of two (2) disabled equipped and wheelchair accessible mini-buses. The leasing of these vehicles will expand the County's Community Action and Human Services Department's (CAHSD) 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-buses is $2.00. This amount as well as all routine maintenance costs will be covered by General Fund.

Track Record/Monitor
The Department has leased these vehicles from the CAA Foundation, Inc. since 1998 and 2002 respectively. 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 CAA Foundation, Inc. (herein after referred to as the Foundation) is a not-for-profit corporation and is composed of members from the Community Action Agency Board (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, and transportation).

Respectively, in December 1997 and October 2002, the Foundation applied for and received a grant from the Florida Department of Transportation (FDOT), Federal Transit Authority's 5310 Program for two (2) disabled equipped and wheel chair accessible mini-buses. Since FDOT precludes governmental entities and agencies from applying for this particular grant, the CAHSD was ineligible to directly apply.

Previously, Resolutions No R-679-98 and R-1458-02 authorized Miami-Dade County to execute a Memorandum of Agreement with the CAA Foundation, Inc. for the lease of the mini- buses for a period of three years. After this leasing period, ownership of the vehicles was to be transferred to Miami-Dade County. However, this transfer could not occur as it was not in compliance with FDOT Federal Transit Authority's (FTA) 5310 Program Regulations. Specifically, FTA Transit Vehicle Inventory Management Vehicle Disposal Policy and Procedures (Attachment B, Page 7-8), , Section 4.1.4 (3), states "If a vehicle has reached both age and the minimum mileage, the lien will be released without question. If one of the minimum requirements has not been reached, the District may require additional documentation. It is at the discretion of the District staff to request release of lien on any vehicle that has not satisfied either minimum requirement". Further, during the department's most recent program audit, the FDOT Administrator recommended that the department have a current lease agreement for these vehicles (Attachment C).

Pursuant to the FTA Transit Vehicle Inventory Management Vehicle Useful Life Standards (Attachment B-Page 3), FDOT has classified the 16 passenger mini-bus as a Type D, Transit Bus and mandated that the unit has a useful life of at least 150,000 miles. The 10 passenger mini-bus is classified as a Type E, Transit Bus (Modified Mini Van) with a mandate for a minimum of 100,000 miles. Since both vehicles have not concluded their productive life and therefore do not meet the criteria for release of lien, it is recommended that the County continues leasing these vehicles from the Foundation. Continued leasing will avoid endangering the Foundation's eligibility for future FDOT awards and minimize impact to CAHSD transportation services for eligible clients.

The Foundation will lease each mini-bus to CAHSD for $1.00 per year for a period of two (2) 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 vehicles is realized, the Foundation will request release of lien from FDOT and upon approval, transfer ownership of the mini-buses to Miami-Dade County.

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)(2)

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)(2)
10-2-12

RESOLUTION NO. R-804-12

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 TWO DISABLED EQUIPPED AND WHEEL CHAIR ACCESSIBLE MINI-BUSES FOR $1.00 PER YEAR FOR A PERIOD OF TWO 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 two disability equipped and wheel chair accessible mini-buses from the Community Human Services Foundation, Inc. a not for profit Florida corporation, DBA Community Action Agency Foundation. These vehicles 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 two mini-buses, Vin#1FDLE40F9VHB88743 (16-passenger, disabled-equipped bus) and Vin# 1FTSS34L13HB77879 (10-passenger, disabled-equipped bus), to the Foundation with the understanding that these vehicles are to be utilized solely for transporting transportation disadvantaged individuals;

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

WHEREAS, the Foundation desires to extend the expired lease agreements and the transfer of the aforesaid buses to CAHSD for the provision of specified transportation services to transportation 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 two mini-buses to CAHSD for the expressed purpose of providing transportation services to transportation disadvantaged individuals at one dollar ($1.00) per year, per bus, for a period of two (2) 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 two (2) vehicles to the County on behalf of CAHSD at the cost of one ($1.00) per year, per vehicle, for a period of two (2) 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

Approved:

Stephanie C. Kopelousos
Secretary

Effective: December 9, 2008
Office: Transit
Topic No.: 725-030-025-i

TRANSIT VEHICLE INVENTORY MANAGEMENT

PURPOSE:

This document outlines the requirements for continuing management control, inventory, transfer and disposal actions for vehicles procured under the ***Federal Transit Administration (FTA) Section 5310 (Elderly and Persons with Disabilities), Section 5311 (Nonurbanized Area Formula), Section 5316 (Job Access and Reverse Commute) and Section 5317 (New Freedom)*** programs, and public transit vehicles (excluding public transit fleet lease vehicles) in which the Florida Department of Transportation (hereafter referred to as "the Department") participated 50% or more in the purchase price.

AUTHORITY:

The authority for program administration has been assigned to the Department by the Office of the Governor. The Public Transit Office has the specific responsibilities for program management under the provisions of ***Chapter 341, Florida Statutes (F.S.)***

SCOPE:

The principal users of this procedure are public transportation staff at both the Central Office and District levels, specifically those involved in administering the ***Section 5310, Section 5311, Section 5316 and Section 5317 Programs*** (i.e., Central Office Grant Programs Administrator and staff, District Public Transportation, Office of Modal Development Managers and District Transit Programs staff).

REFERENCES:

FEDERAL:

Section 5310, Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions, Circular FTA C 9070.1F

Section 5311, Nonurbanized Area Formula Program Guidance and Grant Application Instructions, Circular FTA 9040.1F

Section 5316, Job Access and Reverse Commute (JARC) Program Guidance and Application Instructions, Circular FTA C 9050.1

Section 5317, New Freedom Program Guidance and Application Instructions, Circular FTA 9045.1

DEPARTMENT OF TRANSPORTATION:

Section 341.051, Florida Statutes

Rule Chapter 14-90, Florida Administrative Code

Procedure 725-030-010, Section 5310 Program

Procedure 725-030-004, Section 5311 Program

Procedure 725-030-016, Section 5316 (JARC) Program Job Access and Reverse Commute

Procedure 725-030-017, Section 5317 (New Freedom) Program

Procedure 725-030-009, Bus Transit System Safety Program

Procedure 725-030-001, Public Transportation Vehicle Leasing

The Department's Transit Office Guidelines for Acquiring Vehicles

The Department's Transit Office Preventative Maintenance Guidelines for Small Bus, Vans, and Wagons

DEFINITIONS:

CENTRAL OFFICE: When appearing within this procedure, this title pertains to Department staff assigned to the Public Transit Office, Tallahassee, responsible for the transit vehicle fleet inventory.

COMMUNITY TRANSPORTATION COORDINATOR (CTC) - A transportation entity recommended by an MPO, or by the appropriate designated official planning agency, as provided for in ***Sections 427.015(1), Florida Statutes***, in an area outside the purview of an MPO, to ensure that coordinated transportation services are provided to the transportation disadvantaged population in a designated service area.

DISTRICT MANAGER: When appearing within this procedure, this title pertains to the appropriate District staff member charged with the responsibility for the transit vehicle

fleet inventory and other transit vehicle programs. It also applies to the supervisory level overseeing public transportation programs (transit), usually the public transportation manager or Office of Modal Development Administrator.

FDOT INVENTORY CONTROL NUMBER: A number assigned by FDOT once the vehicle has been purchased, received and titled to the subrecipient with the Department of Transportation as the first lienholder.

TRANSIT RESEARCH INSPECTION PROCUREMENT SERVICE (TRIPS) CONTRACTOR: When appearing within this procedure, this title pertains to the appropriate contractor, Center for Urban Transportation Research (CUTR), or staff charged with the responsibility of ordering and delivery process of vehicles to transit agencies.

VEHICLE USEFUL LIFE STANDARDS: Vehicles the Department controls and for which the Department maintains an up-to-date inventory under this procedure are defined as:

(A) **Type A, Transit Buses Heavy Duty:** Heavy Duty Buses, approximately 30-40 feet, manufactured as Fixed Route Transit Equipment, using diesel (or alternative fuel) engines, and are considered to have a **minimum** useful life of twelve (12) years, and/or 500,000 miles.

(B) **Type B, Transit Bus Medium Duty:** Transit Buses, approximately 30-40 feet in length, manufactured as Fixed Route Transit Equipment, using diesel (or alternative fuel) engines, and are considered to have a **minimum** useful life of ten (10) years, and/or 350,000 miles.

(C) **Type C, Transit Bus:** May be purpose built which are assembled using add-on bodies installed by a manufacturer other than the original equipment chassis supplier. These vehicles are usually under thirty (30') feet in length. These units shall be classified as having a **minimum** useful life of seven (7) years, and/or 200,000 miles.

(D) **Type D, Transit Bus:** Assembled using add-on bodies installed by manufacturers other than the original equipment chassis supplier and usually under twenty-eight (28') feet in length. These units shall be classified as having a **minimum** useful life five (5) years, and/or 150,000 miles.

(E) **Type E, Transit Bus (Modified Mini Vans):** Vehicles with modified original equipment by manufacturers of the body and chassis which may include the installation and use of manual ramps for accessibility. Vehicles are subject to design and specifications approval by FDOT. They must comply with all

State and Federal requirements. They shall be classified as having a **minimum** useful life of four (4) years, and/or 100,000 miles.

(F) **Type F, Sedans/Station Wagons/Vans:** Vehicles supplied by original equipment manufacturer only with capacities of up to twelve (12) passengers. These units shall not be structurally modified by after market manufacturers. They shall be classified as having a **minimum** useful life of four (4) years and/or 100,000 miles.

(G) **Type G, Service Trucks:** (up to 1/2 ton capacity) shall be classified as having a **minimum** useful life of five (5) years and/or 150,000 miles.

1. GENERAL

1.1 The ***Common Rule (49 CFR, Part 5311)*** permits a state to use, manage, and dispose of equipment acquired under the ***Section 5310, Section 5311, Section 5316 and Section 5317*** programs in accordance with state laws and procedures.

1.2 FTA permits states to:

(A) establish their own minimum useful life standards for vehicles;

(B) use their own procedures for determining fair market value; and

(C) develop their own policies and procedures for maintenance and replacement of vehicles.

1.3 This procedure pertains ONLY to capital procurement of **rolling stock** using the ***FTA Section 5310, Section 5311, Section 5316 and Section 5317*** programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Departmental programs.

2. FAIR MARKET VALUE

2.1 The Department's preferred method of establishing fair market value is to declare the vehicle as surplus (end of life) vehicles and enter them into a competitive sale, either via auction or sealed bid sale. The Department of

Management Services arranges auctions or public sales on a regular basis, at various geographical locations throughout Florida for the purpose of selling items declared as surplus.

2.2 A commonly accepted financial accounting method for determining fair market value (for vehicles) is an accelerated depreciation calculation, based on the remaining life of the unit(s) at time of disposal. One accelerated method is called "Sum of the Years' Digits". Straight line depreciation is not considered a realistic approach for calculating vehicle depreciation **AND SHOULD BE AVOIDED.**

2.3 The third option for establishing value of rolling stock is to locate interested purchasers through public notification, and obtain written firm price offers (bids). A minimum of three written offers are required. The highest offer shall represent the fair market value.

2.4 Lastly, experience or documented prior sales experience of comparable equipment is considered acceptable as a basis for calculating market values. Documentation of these comparable sales is required.

3. MAINTENANCE MANAGEMENT

3.1 Prescribed inspection schedules, published by the equipment manufacturer(s), shall be adhered to and appropriately documented to protect the equipment warranties and to comply with the requirements of the grantor agency(ies).

3.2 In addition, maintenance management procedures have been developed which cover the maintenance requirements for equipment commonly purchased under the funding programs covered herein. These maintenance management procedures are documented in the Department's ***Transit Office Preventative Maintenance Guidelines for Bus, Vans, and Wagons***, and are available on request from the Public Transit Office.

3.3 Preventative maintenance inspection checklists, work (or repair) orders which adequately record labor actions, parts replaced, consumables added and any sub-contracted repairs are considered essential records for documentation.

4. PROGRAM MANAGEMENT

4.1 TRIPS RESPONSIBILITIES

4.1.1 Vehicle Identification and & Inventory Requirements

4.1.1.1 The recording and placement of new rolling stock into the Department inventory system shall begin at the time of delivery to the local grantee (owner agency). As required during the bid process, the successful bidder for the equipment shall be informed that the Department is the "only lien holder" on the vehicles to be delivered. The TRIPS Contractor is responsible for coordinating with the grantee on assigning and affixing of the "FDOT Control Number" on the vehicle(s).

4.1.1.2 The requirement for affixing the FDOT control number on the vehicle(s) may be incorporated into the bid document to have the contractor affix the assigned number on the vehicle prior to delivery. If not, it will be the responsibility of the agency, overseen by the TRIPS Contractor, to assure compliance with this requirement immediately after delivery and acceptance.

4.1.1.3 Control numbers shall be assigned to the TRIPS Contractor in writing, by the Central Office, in blocks of no less than ten, on request from the TRIPS Contractor. Once assigned, numbers shall **not** be transferred from one vehicle to another vehicle. The control number is a primary reference source for the Department's inventory control system.

4.1.1.4 Control numbers shall measure no less than one (1) inch vertically. They shall be black in color and may be either painted or "decal type". They shall be affixed to the rear of the vehicle(s), above the license plate, on all ***Section 5310, Section 5311, Section 5316 and Section 5317*** vehicles, and on vehicles purchased with 50% or more Departmental funds subsequent to the effective date of this procedure.

4.1.1.5 Agency/grantee applications for title must list the Department as the only lien holder specifying the "title repository" address as FDOT, 605 Suwannee Street, MS-26, Tallahassee, FL, 32399-0450). Approval of agency invoice submittals shall be subject to verification of this action.

4.1.1.6 The TRIPS Contractor shall complete the ***Vehicle Inventory Data and Record of Biennial Inspection, Form No. 725-030-25*** in its entirety and forward a copy of the completed form to the Public Transit Office (MS-26) and designated District office within fifteen (15) days of receipt of the reimbursement request.

4.1.2 Inter-agency Transfers

4.1.2.1 There are occasions when the transfer of vehicles from one agency to another is necessary. The transfer of title(s) must continue to include the Department as named only lien holder until such time as the "end of useful life" period has passed.

4.1.2.2 District managers will request the original title certificate from the Public Transit Office, to initiate the transfer action. The lien will not be released on the certificate. When the replacement title and the amended ***Vehicle Inventory Data, Form No. 725-030-25*** are received by the Public Transit Office, the inventory shall be updated accordingly.

4.1.2.3 The administrative costs of title transfer will be the responsibility of the agency receiving the vehicle.

4.1.3 Agency Leasing

4.1.3.1 There are instances where agencies procuring vehicles may assign or transfer responsibility for operation of the procured vehicles to another agency, without relinquishing title/ ownership, as provided for in the individual funding program procedures listed in the ***References Section*** of this procedure.

4.1.3.2 Any lease or assignment of operational responsibility must be specified in the vehicle inventory records (***Form 725-030-25, Vehicle Inventory Data***, under ***"Agency in Possession"***). It shall be the responsibility of the District manager to update the records accordingly.

4.1.4 Vehicle Disposal

4.1.4.1 The useful life specified herein in ***Vehicle Useful Life Standards***, in the ***Definitions Section,*** shall be used as the basis for determining the minimum disposal criteria unless there are extenuating circumstances which justify premature disposal actions. (For example: major accident/incident resulting in total loss).

4.1.4.2 When a vehicle has been determined to have reached the end of its useful life per this procedure and it is determined by the local grantee that the vehicle is no longer serviceable or is becoming highly expensive to repair, the local grantee shall submit a letter to the District manager's requesting disposal of the vehicle. Upon approval of the local grantee's request, the District

manager shall submit a letter to the Central Office requesting release of lien. As appropriate, the title certificate with release of lien shall be forwarded to the District manager for recording and completion of the disposition.

4.1.4.3 If a vehicle has reached both age and the minimum mileage, the lien will be released without question. If one of the minimum requirements has not been reached, the District may require additional documentation. It is at the **discretion** of the District staff to request release of the lien on any vehicle that has not satisfied either minimum requirement.

4.1.4.4 The following conditions shall be adhered to in the disposal of the equipment wherein release of lien has not occurred due to the vehicle reaching both the age and/or the minimum mileage requirements.

(A) Gross proceeds of sale $5,000.00, or per unit of equipment shall be used for capital replacement for the program or projects under which the equipment was originally acquired.

(B) Gross proceeds of sale less than $5,000.00, per unit of equipment shall be retained by the owner agency, and the Department shall have no further interest in the equipment or proceeds.

4.1.4.5 Requests by agencies for disposal of equipment prior to the prescribed end of useful life, either age or mileage of the vehicle, must be fully justified. Vehicles covered in the request should be inspected to determine serviceability. Requests for early disposition may reflect inadequate or improper maintenance management practices, and may be grounds for disqualification from eligibility for future capital replacement funds, as determined by the District Public Transportation Manager. Agencies involved in inadequate or improper maintenance may also be classified "high risk", as defined in ***49 CFR Part 18 5311, Subpart B, Section 12, "Special grant or subgrant conditions for 'high risk' grantees."*** Examples of acceptable premature release of vehicles by an agency include low usage, or surplus units due to loss of contracts for services.

4.1.4.6 Disposal of vehicles prior to end of useful life should first consider transfer to another agency which is pre-qualified for the funding category under which the vehicle(s) was originally purchased. That is, a ***Section 5310*** funded vehicle should be transferred to a qualified ***Section 5310*** agency which has a demonstrated need for additional equipment. Accountability, financial transactions and document transfers shall be accomplished by the District manager, and coordinated with the Central Office on a case-by-case basis.

Maintenance history of vehicles should be a prime consideration in any transfer actions, versus disposal.

4.1.4.7 Disposition of the vehicle(s) shall be documented by the District manager.

4.1.5 Periodic Reports and Inspections

A biennial **physical** inventory of vehicles is required as a condition of Federal grants ***(49 CFR 18.32)***. These inventories/inspections shall be accomplished and documented by the responsible District manager(s). A copy of the inspection results shall be forwarded to the Central Office for updating of the inventory. These inspections shall be conducted, completed and reported no later than March 1 of each even year (e.g. 2004-2006). In addition, the District Office shall provide the agency with written documentation of the findings resulting from the aforementioned inspection.

4.1.6 Other Requirements

4.1.6.1 Local grantees are required to insure the vehicles in accordance with published grant document instructions. The Department shall be named as "certificate holder" on the insurance policy throughout the time period the Department is the only lien holder. The intent is not for the Department to be insured under the grantees policy, but rather to have the Department notified by the insurance company of any insurance claims, break in coverage, or other issues affecting insurance coverage. The local grantees shall be required to submit proof of insurance showing minimum coverage and the Department listed as "certificate holder".

4.1.6.2 Any accidents involving vehicles covered under these procedures shall be reported to the District office. Accidents involving a fatality shall be reported as required in ***Rule 14-90, F.A.C.*** and ***Procedure 725-030-009, Bus Transit System Safety Program*** (not required for ***Section 5310*** recipients that are not designated CTCs).

4.2 CENTRAL OFFICE RESPONSIBILITY

4.2.1 The Public Transit Office shall retain all ***Certificates of Title*** for vehicles purchased under the ***Section 5310 Programs, Section 5311, Section 5316 and Section 5317 Programs***, as well as for those vehicles purchased with 50% or more Department participation.

4.2.2 The Public Transit Office shall maintain the vehicle inventories for vehicles purchased under the ***Section 5310, Section 5311, Section 5316 and***

Section 5317 Programs, as well as those vehicles purchased with 50% or more Department participation. Included in the inventory shall be a record of control numbers assigned and control number blocks available for the grant programs covered by this procedure.

4.2.3 The Public Transit Office shall update the vehicle inventories on a continuous basis, using data submitted by the Districts, receipt of the ***Certificates of Title***, or other appropriate documents or correspondence.

4.2.4 The Public Transit Office shall distribute the vehicle inventory listing to the District semi-annually, not later than March 1 and September 1.

4.2.5 The biennial physical inventory reports shall be reconciled prior to issuance of the even year March inventory.

4.2.6 The Public Transit Office shall conduct periodic analysis of vehicle data to assess utilization, forecast replacement requirements, evaluate the distribution of resources and coordination of transportation services.

4.2.7 Equipment and inventory management functions contained herein are subject to quality assurance review.

4.2.8 The program of projects will be updated when a transfer of a vehicle with remaining useful life occurs.

4.3 TRIPS Process

4.3.1 The TRIPS Contractor will receive final statewide Program of Projects (POP) for the ***5310 Programs*** from the Central Office upon approval by FTA.

4.3.2 The TRIPS Contractor will log POP approval capital projects by agency in ***5310 Program Tracking Log*** noting type of vehicles and amount of the award.

4.3.3 The TRIPS Contractor will receive and log the purchase order and confirm receipt of a 10% local match check/voucher made out to the appropriate vendor. Purchase order is checked against State POP, then the TRIPS Contractor will confirm approval of purchase by FDOT and District Office via a ***Vehicle Purchase Order Approval Form***. Any discrepancies are noted in log by the TRIPS Contractor. An order discrepancy notification will be issued to the FDOT Central Office Grant Program Administrator with a copy issued to respective FDOT District personnel, if discrepancies are identified. Orders will **not** be placed until discrepancies are resolved.

4.3.4 When the vehicle purchase order approval form is received by TRIPS Contractor, the order form, purchase order/check from the recipient is forward to Central Office. Central Office will complete Purchase Order for 90% of vehicle price and return completed package to the TRIPS Contractor. All orders will be shipped over-night to vendors. Orders forwarded on Friday or a day before a federal holiday will be mailed to ensure delivery on next business day. Date of transmittal will be noted in ***5310 Tracking Log***.

4.3.5 Any adjustments in processing resulting from discrepancies in the purchase order, check, order form, or other documents will be noted on a schedule adjustment form. Any adjustments necessary due to internal related events will also be noted on the forms. The form will note the date issued, circumstances of adjustment, follow-up required and estimate of time necessary to remedy issuance.

4.3.6 When a chassis assigned for vehicle is ordered, the TRIPS Contractor will log date on ***5310 Tracking Log*** with a ***Vehicle Identification Number (VIN)*** for each vehicle.

4.3.7 When vehicle delivery notification is issued by the vendor, the TRIPS Contractor will identify and log FDOT control number for the vehicle. The TRIPS Contractor will ensure that agency put the number on the vehicle.

4.3.8 When the local grantee issues a ***Letter of Acceptance*** for a vehicle, the TRIPS Contractor will log date on ***5310 Program Log***. The local grantee will provide the TRIPS Contractor an acceptance package including a copy of the agency letter acceptance, certificate of title with DOT identified as primary lien holder, vendor executed ***Buy America Federal Motor Vehicle Safety Standards (FMVSS)*** certifications, proof of insurance, delivery receipts, warranty documents, post delivery report.

4.3.9 Vendor will issue an invoice for vehicle subtracting any local funds provided during the order process (10% match), any late fees and/or adjustments. Vendor will submit invoice to the TRIPS Contractor or appropriate Financial Services Offices/Disbursement Operations Office if a MyFloridaMarketPlace order for payment by the Department. The TRIPS Contractor will log date invoice is received on ***5310 Program Log***.

4.3.10 The TRIPS Contractor will have 5 days from receipt of invoice (if not a MyFloridaMarketPlace order) to forward to the appropriate Financial Services Office/Disbursement Operations Office for payment. Transmittal memo will

Bennett, Betty (CAHSD)

From: Cheeseboro, Kent (CAHSD)
Sent: Friday, July 06, 2012 5:11 PM
To: Bennett, Betty (CAHSD)
Subject: Found it

Please read below

From: Carson, Edward [mailto:Edward.Carson@dot.state.fl.us]
Sent: Thursday, July 05, 2012 11:14 AM
To: Cheeseboro, Kent (CAHSD)
Cc: Boucle, Aileen; Chong, Carol
Subject: RE: Letter request

Kent: Good speaking with you today. Since these vehicle lease agreements are out of date, I would suggest updating them to make them current. Since we anticipate releasing the lien on FDOT Vehicle# 92694 in the near future, I would not update its lease at this time. Please send all the leases to the Department for our concurrence. Thank you. EDC.

Ed Carson
Transit Programs Administrator
INTERMODAL SYSTEMS PLANNING OFFICE
FLORIDA DEPARTMENT OF TRANSPORTATION- DISTRICT SIX
ADAM LEIGH CANN BUILDING
1000 NW 111th AVENUE - ROOM 6111
MIAMI, FL 33172
TEL: 305-470-5255
FAX: 305-470-5205
E-MAIL: edward.carson@dot.state.fl.us

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