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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 9(A)(1)

Resolution No. R-529-14

Date: June 3, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of a Memorandum of Agreement Between Miami-Dade County and the Community Human Service Foundation Non-Profit, Inc. DBA Community Action Agency (CAA) Foundation, for the Lease of One (1) Wheel Chair Accessible Mini-Bus

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RECOMMENDATION

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

SCOPE

The impact of this Memorandum of Agreement is countywide.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to Miami-Dade County for the provision of these services. There are no administrative costs associated with the lease and no local match required by Miami-Dade County. The CAA Foundation desires to transfer the aforementioned mini-bus to the Community Action and Human Services Department for the transporting of disadvantaged disabled individuals at the cost of one (1) dollar ($1.00) per year, for a period of five (5) years; with the option to extend the lease through the vehicle's productive life. At the end of the leasing period, with the Florida Department of Transportation's authorization, ownership of the vehicle will be transferred to the County, at no additional cost to the County.

TRACK RECORD/MONITORING

The Community Action and Human Services Department has successfully leased vehicles from the CAA Foundation, since 1998. The Community Action and Human Services Department's Transportation and Fleet Management Unit Coordinator, Kent Cheeseboro, will be responsible for assuring all aspects of the agreement are complied with in accordance to the Florida Department of Transportation's reporting and auditing procedures.

BACKGROUND

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

In July, 2013, the Foundation was awarded a grant to purchase one (1) disabled and wheel chair accessible mini bus under the FDOT, Federal Transit Agency (FTA) Program. The Florida Department of Transportation precludes government entities from applying for this type funding, thus the Community Action and Human Services Department's was not eligible to apply directly for the funding. The Florida Department of Transportation authorized the Foundation to purchase a new, disabled-equipped and wheel chair accessible mini bus; the Foundation subsequently took ownership of the vehicle on December 23, 2013 from the manufacturer.

The Foundation desires to lease the newly acquired vehicle to the Community Action and Human Services Department for $1.00 per year for a period of five (5) years, with the option to extend the lease through the vehicle's productive life. At the end of the lease period and/or the productive life of the vehicle, the Foundation will request release of lien from the Florida Department of Transportation; upon approval from the Florida Department of Transportation, the Foundation will transfer ownership of the vehicle to Miami-Dade County. Pursuant to the FTA Transit Vehicle Inventory Management Vehicle Useful Life Standards, the Florida Department of Transportation 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 the Community Action and Human Services Department's current capacity for providing transportation services to disadvantaged eligible clients.

Attachment

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 3, 2014

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 Mayor'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)
6-3-14

RESOLUTION NO. R-529-14

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN MIAMI-DADE COUNTY THROUGH ITS COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT AND THE COMMUNITY HUMAN SERVICE FOUNDATION NON-PROFIT, INC., DBA COMMUNITY ACTION AGENCY FOUNDATION, FOR THE COUNTY TO LEASE ONE WHEEL CHAIR ACCESSIBLE MINI BUS FOR ONE DOLLAR PER YEAR FOR A PERIOD OF FIVE YEARS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AND AMEND OTHER AGREEMENTS AS MAY BE REQUIRED UNDER THIS PROGRAM FOR THIS PURPOSE

WHEREAS, the Board of County Commissioners ("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 execute the standard Memorandum of Agreement, attached to this resolution as Attachment A, between Miami-Dade County through its Community Action and Human Services Department ("the Department") and the Community Human Service Foundation Non-Profit, Inc., d/b/a Community Action Agency (CAA) Foundation, for the County to lease one (1) new disabled-equipped and wheel chair accessible mini-bus at the rate of one dollar per year for a term of five years; to execute such agreements and agreement amendments as may be required under this program for this purpose following review for form and legal sufficiency by the County Attorney's Office; to apply for, receive and expend additional future funds should they become available under this program for this

purpose; and to file and execute any necessary amendments to applications or agreements and to exercise modifications, renewal, cancellation and termination clauses of any contracts and agreements on behalf of Miami-Dade County. The leasing of the vehicle will expand the Department's capacity to provide services to eligible, transportation-disadvantaged individuals in the County.

The foregoing resolution was offered by Commissioner **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. 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 Human Service Foundation Non-Profit, Inc. DBA Community Action Agency Foundation, a not for profit Florida corporation at 701 Northwest 1st Street, 10th Floor, Miami, Florida 33136, (hereinafter referred to as "Foundation" or "Community Action Agency Foundation"), states conditions and covenants for the lease of a mini bus to CAHSD.

WHEREAS, the State of Florida, Department of Transportation (FDOT) has authorized the transfer of a15- passenger, disabled equipped mini bus (Vehicle Vin #1GB6G5BG6E1106522), to the Foundation with the understanding that it is to be utilized solely for transporting disadvantaged individuals; and

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

WHEREAS, the Foundation desires to transfer the aforesaid mini 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. To release one mini bus to CAHSD for the express purpose of providing transportation services to the 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 vehicle will be transferred to the County, at no additional cost to the County.

1.2 The County agrees:

a. 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.

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

c. CAHSD will provide the Foundation with an annual certification of vehicle use, as required by the Miami-Dade Commission for the Transportation Disadvantaged and a quarterly ridership report detailing the following: average number of available passenger seats per vehicle trip, passenger trip mileage and passenger hours of vehicle operation.

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

e. CAHSD will provide manufacturer's prescribed maintenance to the vehicle such as required oil changes, tire rotation and other repairs as needed through the productive life of the vehicle while the vehicle is in CAHSD's possession.

f. 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: _____

(Signature of ~~Secretary~~ Treasurer)

Arthur McNeil

Type or Print Name

By: Miltora Fordham

(Signature of President)

Miltora Fordham

Type or Print Name

MIAMI-DADE COUNTY THROUGH ITS COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT

ATTEST:

HARVEY RUVIN, CLERK

By: _____

DEPUTY CLERK

MIAMI-DADE COUNTY, Florida

By: _____

MAYOR