OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute a Memorandum of Agreement between Miami-Dade County through its Community Action and Human Services Department and Community Action Human Service Foundation Non-Profit, Inc., dba Community Action Agency Foundation, Inc., for the County to lease one wheelchair accessible mini bus for $1.00 per year for a period of five years; and authorizing the County Mayor to execute amendments and exercise all provisions therein including, but not limited to, the termination provision

Resolution No. R-51-16

The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Prime Sponsor Economic Prosperity Committee.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the County Mayor or County Mayor's Designee to execute the standard Memorandum of Agreement between Miami-Dade County through Community Action and Human Services Department and the Community Action and Human Service Foundation Non-Profit, Inc.

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 doing business as Community Action Agency Foundation (CAA Foundation), for the lease of one (1) new specially equipped and wheelchair accessible mini-bus. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to exercise all provisions in the MOA, including, but not limited to the termination provision. The leasing of this vehicle will expand the Community Action and Human Services Department's ability to provide transportation services to eligible disadvantaged individuals with disabilities.

SCOPE

The impact of this MOA 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 transporting disadvantaged individuals with disabilities at the cost of $1.00 per year for a period of five (5) years with an option to extend the lease through the vehicle's productive life. At the end of the leasing period, contingent on 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, Natasha Wade, 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 is a not-for-profit Florida corporation composed of members from the Community Action Agency Board (CAA Board) and private entities. The CAA 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.

On November 4, 2014, the CAA Foundation was awarded a grant to purchase one (1) specially equipped and wheelchair accessible mini bus under the Florida Department of Transportation, Federal Transit Agency (FTA) Program. The FDOT precludes governmental entities from applying for this type funding, therefore, the Community Action and Human Services Department was not eligible to apply directly. FDOT authorized the CAA Foundation's purchase of a new, specially equipped and wheelchair accessible mini bus; the CAA Foundation subsequently took ownership of the vehicle on August 27, 2015 from the manufacturer.

The CAA 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 CAA Foundation will request a release of lien from FDOT. Upon approval from FDOT, the CAA Foundation will transfer ownership of the vehicle to 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 Miami-Dade County lease this vehicle from the CAA 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 Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams
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**

_____ **Statement of social equity 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)
1-20-16

RESOLUTION NO. R-51-16

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN MIAMI-DADE COUNTY THROUGH ITS COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT AND COMMUNITY ACTION HUMAN SERVICE FOUNDATION NON-PROFIT, INC., DBA COMMUNITY ACTION AGENCY FOUNDATION, INC., FOR THE COUNTY TO LEASE ONE WHEELCHAIR ACCESSIBLE MINI BUS FOR $1.00 PER YEAR FOR A PERIOD OF FIVE YEARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS AND EXERCISE ALL PROVISIONS THEREIN INCLUDING, BUT NOT LIMITED TO, THE TERMINATION PROVISION

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 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 and the Community Human Services Foundation Non-Profit, Inc., d/b/a Community Action Agency Foundation, for the County to lease one new specially equipped and wheelchair accessible mini-bus, which will expand the Community Action and Human Services Department's capacity to provide services to eligible transportation disadvantaged individuals in the County at the rate of one dollar per year for a term of five years; and authorizes the County Mayor or County Mayor's designee to execute amendments and exercise all provisions therein including, but not limited to, the termination provisions.

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

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

Shanika A. Graves

ATTACHMENT A

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 (hereinafter referred to as "CAA Foundation"), 701 Northwest 1st Street, 10th Floor, Miami, Florida 33136, states conditions and covenants for the lease of a mini-buses to CAHSD.

WHEREAS, the State of Florida, Department of Transportation (FDOT) authorized the transfer of a 18-passenger, specially equipped mini bus (Vehicle Vin #1GB6G5BL6F1241675), to the CAA Foundation with the understanding that it is to be utilized solely for transporting disadvantaged individuals; and

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

WHEREAS, the CAA 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 CAA Foundation agrees to:

a. Release one mini bus to CAHSD for the express purpose of providing transportation services to transport disadvantaged individuals at one dollar ($1.00) per year, per bus, 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, contingent on 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 CAA 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, of vehicle operation and the number of ambulatory and non-ambulatory passengers traveling while on the bus will be captured within the data report.

c. CAHSD will provide the CAA Foundation with annual certification of the vehicle's 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 the actual cost per one-way trip.

e. CAHSD will provide the manufacturer's prescribed maintenance for the vehicle such as required oil changes, tire rotations 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 CAA Foundation with a maintenance log containing all recommended and scheduled vehicle maintenance.

1.3 Both parties agree:

a. This Agreement shall become effective upon its execution by duly authorized representatives of both parties.

b. The CAA 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 CAA Foundation will work with CAHSD and Miami-Dade Transit's Community Transportation Coordinator to achieve the goals and objectives (providing transportation services to transport disadvantaged individuals) of the Florida Commission for the 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)
Terri Page
Type or Print Name

By: _____
(Signature of President)
Miltoria Fordham
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, Florida

By: _____
MAYOR