

MEMORANDUM

Agenda Item No. 11(A)(7)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.38, Florida Statutes, the renewal for an additional 36 months of a vehicle lease agreement between the County, as lessor, and Community Health of South Florida, Inc. ("CHI"), a Florida not-for-profit corporation, as lessee, of a fleet motor pool vehicle for \$1.00 per year to be used by any licensed staff member of CHI, and directing the County Mayor to execute any necessary agreements, after review by the County Attorney's Office, in order to effectuate said renewal and authorizing the County Mayor to exercise all provisions set forth therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Geri Bonzon-Keenan
County Attorney

GBK/gh



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(7)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 11(A)(7)
5-3-22

RESOLUTION NO. _____

RESOLUTION APPROVING, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, THE RENEWAL FOR AN ADDITIONAL 36 MONTHS OF A VEHICLE LEASE AGREEMENT BETWEEN THE COUNTY, AS LESSOR, AND COMMUNITY HEALTH OF SOUTH FLORIDA, INC. (“CHI”), A FLORIDA NOT-FOR-PROFIT CORPORATION, AS LESSEE, OF A FLEET MOTOR POOL VEHICLE FOR \$1.00 PER YEAR TO BE USED BY ANY LICENSED STAFF MEMBER OF CHI, AND DIRECTING THE COUNTY MAYOR OR MAYOR’S DESIGNEE TO EXECUTE ANY NECESSARY AGREEMENTS, AFTER REVIEW BY THE COUNTY ATTORNEY’S OFFICE, IN ORDER TO EFFECTUATE SAID RENEWAL AND AUTHORIZING THE COUNTY MAYOR OR MAYOR’S DESIGNEE TO EXERCISE ALL PROVISIONS SET FORTH THEREIN

WHEREAS, section 125.38, Florida Statutes, provides that this Board may convey or lease County property to certain entities, including not-for-profit organizations, to promote public or community interest and welfare; and

WHEREAS, in 2015, this Board directed the County Mayor or Mayor’s designee, via Resolution No. R-137-15, to make available a vehicle from the County’s fleet motor pool to be used by any licensed staff member of the Eleventh Judicial Circuit Criminal Mental Health Project (“CMHP”), at a cost of \$1.00 per year, to be used for the provision of services relating to the diversion of nonviolent defendants with serious mental illnesses from the criminal justice system into community-based treatment and support services; and

WHEREAS, at this Board’s meeting on September 16, 2015, in conjunction with the mayoral report that was listed on the agenda as Item No. 2B1 (Legistar File No. 151999), an oral motion was made and accepted by this Board to amend Resolution No. R-137-15 to provide that the entity that would be using the vehicle, via lease, was the South Florida Behavioral Health Network, Inc. (“SFBHN”), and again directing the provision of same; and

WHEREAS, in January 2016, the County entered into a vehicle lease agreement (“lease agreement”) with SFBHN for the 36-month lease of a vehicle from the County’s fleet motor pool, an agreement which is attached hereto as Exhibit A; and

WHEREAS, subsequently, this Board, pursuant to Resolution No. R-1139-17, approved the assignment of SFBHN’s rights to lease the vehicle under the lease agreement to Community Health of South Florida (“CHI”), as CHI was undertaking the functions and responsibilities associated with the provisions of mental health services that had been previously performed directly by SFBHN; and

WHEREAS, prior to the expiration of the initial term of the lease agreement in January 2019, this Board approved a renewal of the lease agreement for an additional 36 months under the same terms and conditions and to be used for the purposes as set forth in Resolution No. R-137-15; and

WHEREAS, the current lease agreement expired in January 2022 and this Board desires to extend and renew the term of the lease agreement for an additional 36 months; and

WHEREAS, this Board finds that, pursuant to section 125.38, Florida Statutes, the vehicle from the County’s fleet motor pool is required for CHI to continue to provide mental health services, is not otherwise needed for County purposes, and CHI’s use thereof would promote community interest and welfare,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The above recitals are incorporated herein by reference and are approved.

Section 2. This Board approves, pursuant to section 125.38, Florida Statutes, the renewal of the lease agreement for an additional 36 months for \$1.00 per year and directs the County Mayor or Mayor’s designee to execute any necessary agreements, after review by the County Attorney’s Office, to effectuate said renewal. The County Mayor or Mayor’s designee is

further directed to execute any necessary amendments or documents, after review by the County Attorney’s Office, to effectuate said renewal and authorizing the County Mayor or Mayor’s designee to exercise all provisions set forth in the agreement.

The Prime Sponsor of the foregoing resolution is Commissioner Sally A. Heyman. The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|----------------------|--------------------------------------|
| | Jose “Pepe” Diaz, Chairman |
| | Oliver G. Gilbert III, Vice Chairman |
| Sen. René García | Keon Hardemon |
| Sally A. Heyman | Danielle Cohen Higgins |
| Eileen Higgins | Joe A. Martinez |
| Kionne L. McGhee | Jean Monestime |
| Raquel A. Regalado | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of May, 2022. 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez

SUPPLEMENTAL AGREEMENT NO. 1

Resolution: **R-137-15, as amended**
Contract Title: **Vehicle Lease Agreement**
Lessee: **South Florida Behavioral Health Network**
Assignment to: **Community Health of South Florida, Inc.**

Contract Assignment Resolution: **R-1139-17**

In accordance with the above referenced Contract, this supplement when properly executed becomes a part of the Contract, effective upon execution. Pursuant to Paragraph 11(c) of the Contract (attached hereto as Exhibit A), this supplement acknowledges the assignment of the Contract from South Florida Behavioral Health Network to Community Health of South Florida, Inc. a Florida non-profit Corporation. Accordingly, Community Health of South Florida, Inc. shall assume the obligations under the Contract and be bound by the provisions, duties, liabilities and obligations of the Contract.

All terms, covenants and conditions of the original Vehicle Lease Agreement shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to the Lease Vehicle Agreement.

South Florida Behavioral Health Network

Miami-Dade County

By: John W. Dow

By: Carlos A. Gimenez

Name: John W. Dow

Name: Carlos A. Gimenez

Title: President/CEO

Title: Mayor

Date: 1/18/18

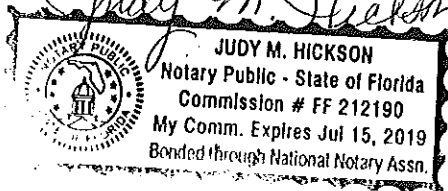
Date: 1/25/18

Attest: Judy M. Hickson
Corporate Secretary/Notary

Attest: [Signature]
Clerk of the Board

Corporate Seal/Notary

Approved as to form and legal sufficiency



[Signature]
Assistant County Attorney
Miami-Dade County

Community Health of South Florida, Inc.

By: *Brodes H. Hartley, Jr.*

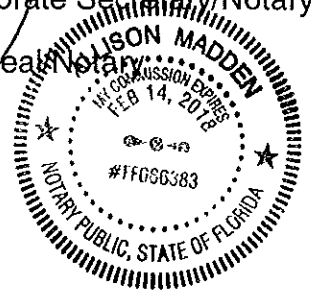
Name: Brodes H. Hartley, Jr.

Title: President & CEO

Date: 1/10/2018

Attest: *Wm. Mullen*
Corporate Secretary/Notary

Corporate Seal/Notary



[Faint, illegible text]

EXHIBIT A

VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT (the "Lease") made and entered into this _____ day of January, 2016, between, Miami-Dade County hereinafter referred to as "Lessor or County", and South Florida Behavioral Health Network hereinafter referred to as "Lessee."

BACKGROUND

The Lessor desires to lease a vehicle from the County's fleet motor pool to the Lessee, and the Lessee desires to lease the Vehicle from the Lessor for business use.

Miami-Dade County owns the Vehicle that is the subject of this "Lease".

IN CONSIDERATION of the mutual covenants and promises in this Lease and other valuable consideration, the sufficiency of which consideration the Parties hereby acknowledge, the Lessor leases the Vehicle described in this Lease to the Lessee, and the Lessee leases the Vehicle from the Lessor on the following terms:

The vehicle shall be operated by the Lessee to serve the best interest and welfare of the Lessee and the public. The vehicles shall be maintained and operated in a manner that will provide the maximum amount of safety and protection to the Lessee's employees and passengers. The Lessee shall adhere to all drivers' license requirements set forth by the State. The Lessee will be responsible for all fees incurred for the registration (license tag) of the vehicle.

Lease Cost Disclosure

1. The term of the Lease is 36 months (the "Term").
2. This Lease includes unlimited miles. The Lessee will not be required to pay any fees for miles used.
3. The total amount payable by the Lessee upon signing this Lease is \$1.
4. The yearly payment (the "Yearly Payment") under this Lease is \$1. The yearly payments are to be made on the first day of each year of the Lease, with the first payment made on the date Lease signed.
5. At the conclusion of the Lease, if all payments are made, the total cost of the Lease will be \$3, excluding any cost for repairing excess wear and tear to the Vehicle.
6. The Lessee shall be responsible for all costs associated with the fueling of the vehicle.
7. Except as expressly provided in this Lease, no warranties, either express or implied, statutory or otherwise, as to any matter whatsoever, have been given by the Lessor.

Lessee Obligations

8. The Lessee will assume all risk of loss and damage to the Vehicle. The Lessee is responsible for insuring the Vehicle based on its full value, with the following coverage:
 - a. Bodily injury and property damage coverage in the minimum amount of \$1,000,000.00.
 - b. Comprehensive fire and theft insurance with a maximum deductible of \$250.00.
 - c. Collision insurance with a maximum deductible of \$250.00.

The Lessee will ensure that the Lessor is named as registered owner, and as "Additional Insured" and loss payee in the insurance policy (the "Insurance Policy").
9. The Lessee agrees to co-operate with the Lessor and the insurance company in pursuing or defending any claim or action resulting from the use of the Vehicle. Any award or money the Lessee receives as a result of a claim or action is to be assigned to the Lessor. If the Lessee fails to maintain insurance or if a claim is denied by the Lessee's insurance company for any reason, the Lessee remains responsible to pay the total cost of the Lease.
10. The Lessee agrees to indemnify the Lessor from any loss, and in order to prevent such loss, the Lessee will do the following:
 - a. Keep the Vehicle free of encumbrances, such as fines and liens.
 - b. Indemnify the Lessor from all claims and expenses resulting from the Lessee's use of the Vehicle.
 - c. Pay all amounts owed under this Lease without deducting any amounts the Lessee claims to be owed by the Lessor.
11. The Lessee is prohibited from using, transferring, or altering the Vehicle, as follows:
 - a. The Vehicle is not to be used by drivers without an appropriate license or those restricted under the Insurance Policy.
 - b. The Vehicle is not to be used illegally, in a manner contrary to the Insurance Policy, or as a vehicle for hire or public transport.
 - c. The Lessee will not transfer or assign this Lease, or ownership of the Vehicle, to a third party, except with the Lessor's prior written consent. The Lessee will also ensure that the Vehicle is not seized, confiscated, or involuntarily transferred, even if the Vehicle is the subject of judicial or administrative proceedings.

- d. The Lessee will not remove the Vehicle from the State in which this Lease was signed without the Lessor's prior written consent, with the exception of trips within continental North America of less than 60 days.
- e. The Lessee will not install accessories in the Vehicle, or alter the Vehicle in any way, without the Lessor's prior written consent.

12. Prior to taking possession of the vehicle, the Lessee has the right to inspect the vehicle.

Event of Default

13. The Lessee will be in default under this Lease if:

- a. the Lessee fails to make a yearly payment on the due date;
- b. a bankruptcy, receivership, or insolvency proceeding is initiated by the Lessee or against the Lessee;
- c. a creditor or a government authority seizes the Vehicle;
- f. the Vehicle is damaged beyond repair;
- g. the Vehicle is not returned at the end of the Term; or
- h. the Lessee breaches any other term of this Lease.

14. In the event that the Lessee defaults under this Lease, the Lessee will be required to pay the amounts applicable to the Vehicle during the remainder of the Term.

15. If the Lessee defaults under this Lease, the Lessor will pursue the remedies outlined in this Lease, in addition to any other remedies allowed by law. If the Lessee defaults, the Lessor may terminate this Lease, and may recover the Vehicle and sue the Lessee for damages.

Excessive Wear and Tear

The Lessee is responsible for any excessive wear and tear on the vehicle.

16. Excessive wear and tear will include, but is not limited to, the following, even if covered by the Lessee's Insurance Policy:

- a. cracked, damaged, or tinted glass;
- b. dented or damaged body panels, fenders, lights, or paint;
- c. missing equipment or accessories that were provided with the Vehicle, including but not limited to wheel covers, jack, wheel wrench, and spare tire or regular tires;

- d. damage to the interior of the Vehicle, including but not limited to dash, seats, floor covering, upholstery, truck liner, and center console (if applicable); or
- e. Mechanical damage that affects the safe, proper, or lawful operation of the Vehicle, which would include damage that causes the Vehicle to fail a safety inspection in the State where this Lease was signed.

Lessee:
 Lessor: South Florida Behavioral Health
 Networks Inc.
 BY: *John W. Dow*
 AUTHORIZED SIGNATURE
 BY: John W. Dow
 PRINTED NAME AND TITLE
 President / CEO

Lessor:
 Lessee: Miami-Dade County
 BY: *Tara C. Smith*
 AUTHORIZED SIGNATURE
 BY: Tara C. Smith, Director
 PRINTED NAME AND TITLE
 Internal Services ~~Department~~

Approved as to form
 and Legal Sufficiency
[Signature]
 Assistant County Attorney
 Date 2/8/16