



**SPECIAL
COMMISSION MEETING
CITY OF ST. PETE BEACH**

155 Corey Avenue

Thursday, July 31, 2014

1:00 PM

Call to Order
Pledge of Allegiance
Roll Call

SPECIAL MEETING

- 1. Resolutions**
 - a. Resolution 2014-08, a resolution of the City of St. Pete Beach authorizing entering into an a Cooperation Agreement with Pinellas County for the Community Development Block Grant Program for fiscal years 2015, 2016, and 2017 and providing for an effective date.**
- 2. Action Items**
 - a. Discussion of Request for Qualifications for Legal Services for the position of City Attorney**
- 3. Adjournment**

APPEAL

If a person decides to appeal any decision made at this meeting, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

The public is cordially invited to attend. All agenda material is available for review at City Hall.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Resolution 2014-08, authorizing the Interim Manager to enter into an agreement with Pinellas County for the Community Development Block Grant program for fiscal years 2015, 2016 and 2017

Date: July 31, 2014

Prepared By: Elaine Edmunds, Interim City Manager *EE*

Summary of Issue: For nearly forty years, The City of St. Pete Beach has participated in a cooperative agreement with Pinellas County to provide the availability of federal CDBG funds to our city. Low and moderate income residents and families with special needs have been the principal beneficiaries of the multitude of programs made available this program. The program also emphasizes the improvement of housing through rehabilitation, the betterment of neighborhoods through upgrading infrastructure and community facilities and undertaking special projects to meet the changing and divers needs of the county.

For the next CDBG requalification cycle, new requirements have been issued through the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act of 2014. Because of these new requirements, it is necessary to execute new Cooperation Agreements between our City and Pinellas County.

Requested Motion: "I move to approve Resolution 2014-08... (read title)"

Attachment: Resolution 2014-08
Cooperation Agreement – Community Development Block Grant Program

RESOLUTION 2014-08

**A RESOLUTION OF THE CITY OF ST. PETE BEACH,
PINELLAS COUNTY, FLORIDA, AUTHORIZING ENTERING
INTO A COOPERATION AGREEMENT WITH PINELLAS
COUNTY, FLORIDA FOR THE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR FISCAL YEAR 2015, 2016,
AND 2017; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local governments to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

WHEREAS, the cooperation of the City of St. Pete Beach, Florida and Pinellas County, Florida is essential for the successful planning and implementation of local community development programs; and

WHEREAS, the assurances and the items of agreement contained in the Cooperation Agreement are realistic and consistent with guidelines stipulated by the U.S. Department of Housing and Urban Development.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, DOES HEREBY RESOLVE:

Section 1. To adopt the Cooperation Agreement with Pinellas County, Florida, to participate in the Community Development Block Grant Program for Fiscal Years 2015, 2016, and 2017.

Section 2. Elaine Edmunds, Interim City Manager, is authorized to execute the Cooperation Agreement and the City Clerk is authorized to attest same.

Section 3. This Resolution shall take effect immediately upon its adoption.

Adopted this 31st day of July, 2014.

Marie Lowe, Mayor

ATTEST:

Rebecca Haynes, City Clerk

COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT, entered into this ____ day of _____, 2014, by and between the City of St. Pete Beach, Florida (herein called CITY) and Pinellas County, Florida (herein called COUNTY);

WITNESSETH THAT:

WHEREAS, the Housing and Community Development Act of 1974 as amended makes provisions whereby urban counties may enter into a Cooperation Agreement (AGREEMENT) with certain units of local government to undertake or assist in undertaking essential activities pursuant to the Community Development Block Grant (CDBG) program and has since made available the HOME Investment Partnership Program and Emergency Solutions Grant Program; and

WHEREAS, it is the desire of the parties that the COUNTY undertake activities necessary to plan and carry out or assist in carrying out the Community Development Program for the benefit of residents of Pinellas County.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The CITY hereby authorizes the COUNTY to submit for and receive CDBG funds from the U.S. Department of Housing and Urban Development (HUD), and further shall authorize inclusion of the CITY'S population for the purposes of calculating and making CDBG funds available directly to the COUNTY.
2. The COUNTY shall, at no cost to the CITY, provide staff resources and other services necessary to planning and administering the Community Development Program.
3. The COUNTY and the CITY hereby agree that this AGREEMENT covers both the CDBG Entitlement Program and, where applicable, the HOME Investment Partnership Program (HOME) and Emergency Solutions Grant Program (ESG).
4. By executing this AGREEMENT, the CITY hereby states that it understands that it:
 1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG Program; and
 2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. However, this does not preclude the urban county or a unit of government participating with the urban county from applying for State HOME funds; and
 3. May receive a formula allocation under the ESG Program only through the urban county. However, this does not preclude the urban county or a unit of government participating with the urban county from applying for State ESG funds.

5. The CITY hereby acknowledges that pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

6. COUNTY and CITY do hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The COUNTY will ensure that CITY officials and the citizens of the CITY have direct and frequent access to and influence on the process by which decisions are made concerning COUNTY projects which either directly or indirectly affect the CITY. A Technical Advisory Committee composed of the chief executive of each municipality executing this AGREEMENT, or of the chief executive's designee, will meet as required to assist and advise COUNTY staff in the overall development, coordination and administration of the Community Development Program.

7. COUNTY and CITY shall cooperate in the implementation of the approved Consolidated Plan during the period of the AGREEMENT for which COUNTY qualifies as an urban county and for additional time as may be required for the expenditure of funds granted to the COUNTY for such period. The COUNTY has final responsibility for selecting CDBG, HOME, and ESG activities and annually filing the Final Statements with HUD.

8. With reference to the use of the CDBG (and HOME and ESG, where applicable) funds to be received by the COUNTY, and including any program income generated from the expenditure of CDBG (and HOME and ESG, where applicable) funds, the COUNTY may either carry out the Community Development Program on behalf of the CITY or, in the event that parties determine that it is feasible for the CITY to perform any services in connection with the Community Development Program, the COUNTY may permit the CITY, through a separate agreement, to carry out activities or projects in conformance with the COUNTY'S Community Development Program.

9. CITY does hereby agree to inform COUNTY, in writing, of any income generated by the expenditure of CDBG (and HOME and ESG, where applicable) funds received by the CITY and that such program income must be paid to the COUNTY or may be retained by the CITY only if its use is defined in the separate agreement referenced in Section 5 above. The CITY agrees that any program income authorized to be retained under a separate agreement may only be used for eligible activities in accordance with all CDBG (and HOME and ESG, where applicable) requirements as may then apply.

10. COUNTY and CITY agree that COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the CITY as required by 24 CFR 570.501 and 570.504. In the event the CITY closes out an income generating project or becomes eligible to receive CDBG (and HOME and ESG, where applicable) funds as an entitlement community, any program income on hand or received subsequent to the close out or change in status shall be paid to the COUNTY.

11. The CITY hereby agrees to notify the COUNTY, in writing, of any modification or change in use of real property from that planned at the time of acquisition or improvement with CDBG (and HOME and ESG, where applicable) funds including disposition. In the event property acquired or improved with CDBG funds is sold or transferred for a use which does not qualify under the CDBG (and HOME and ESG, where applicable) regulations, the COUNTY shall be reimbursed by the CITY an amount of the fair market value equal to the portion which CDBG (and HOME, where applicable) funds represented of the initial purchase price and improvements. All program income received by the COUNTY from the disposition or transfer, or received from income generating projects

after the time when the CITY becomes an entitlement community shall be used for eligible activities within the COUNTY'S urban county program.

12. COUNTY and CITY do hereby mutually commit to take all actions necessary to assure compliance with the urban county's certification required under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, The Fair Housing Act, affirmatively furthering fair housing; Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990 and other applicable laws. The parties acknowledge that the COUNTY is prohibited from funding activities in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY'S actions to comply with its fair housing certification.

13. As required by the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76, the CITY may not sell, trade or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, or unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

14. The CITY and the COUNTY shall only be liable for negligence under this AGREEMENT to the extent permitted under Chapter 768.28 of the Florida Statutes, as it may be amended from time to time. This section shall not be construed as waiving any defense or limitation which either party may have against any claim or cause of action by any person not a party to this AGREEMENT.

15. The term of this AGREEMENT shall extend through a period of three (3) years for Fiscal Years 2015, 2016, and 2017, commencing on October 1, 2015 and ending on September 30, 2018. In addition, this AGREEMENT will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the CITY provides written notice that it elects not to participate in a new qualification period. Before the end of each three-year term, the COUNTY, by the date specified in HUD's urban county qualification notice for the next qualification period, will notify the CITY, in writing, of its right not to participate in the urban county for a successive three-year term with a copy of the notification sent to the HUD Field Office.

16. Failure by either the COUNTY or the CITY to adopt an amendment to the AGREEMENT incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

17. This AGREEMENT will remain in effect until the CDBG (and HOME and ESG, where applicable) funds and income received with respect to activities carried out during the three-year qualification period and any successive qualification periods are expended and the funded activities completed. The COUNTY or the CITY may not terminate or withdraw from the AGREEMENT while the AGREEMENT remains in effect.

18. By signing this AGREEMENT the CITY hereby verifies that it has adopted and is currently enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within jurisdictions.

IN WITNESS WHEREOF, the CITY and COUNTY have executed this AGREEMENT as of the date first hereintofores written.

ATTEST:

Witness #1 Signature

Print or Type Name

Witness #2 Signature

Print or Type Name

PINELLAS COUNTY, FLORIDA

A political subdivision, acting by and through its
County Administrator

By: _____

Mark S. Woodard
Interim County Administrator

Date: _____, 2014

CITY OF ST. PETE BEACH, FLORIDA

BY: _____

Elaine Edmunds, Interim City Manager

Date: _____, 2014

ATTEST:

Rebecca C. Haynes, CMC, City Clerk

Counsel for the COUNTY does hereby state that the terms and provisions of this AGREEMENT are fully authorized under State and local law and that this AGREEMENT provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing assistance activities; specifically urban renewal and publicly assisted housing.

Michelle Wallace

Senior Assistant County Attorney

Counsel for the CITY does hereby state that the terms and provisions of this AGREEMENT are fully authorized under State and local law.

Susan Churuti, City Attorney

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Discussion of Request for Qualifications for Legal Services for the position of City Attorney

Date: July 31, 2014

Prepared By: Elaine Edmunds, Interim City Manager *EE*

Summary of Issue: The City solicited Request for Qualifications for Legal Services and received nine (9) responses. The purpose of the discussion today is to pare the number of firms down to three (3) for interviews.

Requested Motion: "I move to invite the following three firms to interview for the position of City Attorney. . .