

CITY OF NORTH BAY VILLAGE
MEMORANDUM

DATE: July 26, 2011

TO: Mayor Corina S. Esquijarosa
Vice Mayor Connie Leon-Kreps
Commissioner Eddie Lim
Commissioner Frank Rodriguez
Commissioner Paul Vogel

FROM: City Manager Review Committee
Oscar Alfonso
Alvin Blake
Jorge Gonzalez
Michael Tannhauser
Reinaldo Trujillo
Roger Carlton

SUBJECT: July 26, 2011 City Manager Review Committee Meeting

The Committee met on July 14, 2011 at 6:00 p.m. in the City Administrative Offices at 1700 Kennedy Causeway, #132, North Bay Village Florida. Jorge Gonzalez, Michael Tannhauser, Reinaldo Trujillo, and Roger M. Carlton, Town Manager from Surfside were present. Alvin Blake and Oscar Alfonso were absent.

A second meeting was held on July 21, 2011 at 6:00 p.m. Michael Tannhauser and Oscar Alfonso were absent. Reinaldo Trujillo, Chair, Jorge Gonzalez, Vice Chair, Alvin Blake, and Roger Carlton were present.

It was the consensus of the Committee to submit the following recommendations to the City Commission:

1. Extend the July 26, 2011 deadline to August 31, 2011 in order for the Committee to properly complete the review process and submit the top five highest ranked candidates to the City Commission.
2. Review and approve the attached recommended criteria for use in the selection process.

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Memo to City Commission
July 26, 2011
Page 2

3. Reimbursement of expenses to candidates who are required to come to the City for an interview. A shortlist of the applicants will be prepared after initial screening electronically.
4. It is in the best interest of the City to note that the salary for the City Manager shall be commensurate with experience.
5. The current total package of \$180,000 allocated in the Fiscal Year 2010-2011 budget should remain for the 2011-2012 Fiscal Year.
6. The top five candidates presented to the City Commission would have successfully passed the background check.

The committee will proceed under the recommended items, unless alternative directions are given by the City Commission.

Respectfully submitted,

Reinaldo Trujillo
Chair
City Manager Review Committee

/yph

30(2)

CITY MANAGER QUALIFICATIONS

1. The City Manager shall be a graduate of either an accredited school of public administration or its related equivalent in engineering, fiscal management or business administration with no less than three (3) years' experience in the administration of local government or in lieu of the foregoing, he must have not less than five (5) years' experience in the administration of local government.
2. Full Service skills - North Bay Village is a full service City. A City Manager candidate should be familiar with "all" aspects of the government services we currently provide; such as, police, public works utilities, purchasing, Code enforcement, intergovernmental relationships, budget, finance, and IT/telecommunication.
3. Familiar with government operations - Knowledge of day to day governmental operations to be able to impose cost efficiency methods.
4. Government financing knowledge - A City Manager must have a strong background in "government" financing and budgeting.
5. Development/Redevelopment Knowledge - Considering the State of Florida has recently revised its Growth Management process and North Bay Village has been rapidly developing, it would be beneficial for the City Manager to have knowledge of development and redevelopment in south Florida.
6. Visionary -- The ideal City Manager candidate should be capable of helping to form and implement the vision of the Commission and public, putting the vision on paper and carrying it through completion.
7. Organizational skills -- As the chief operating officer of the City the Manager must be able to effectively communicate instructions to staff to ensure projects are implemented as directed by the Commission within budget and time constraints.
8. Multi-tasking capabilities -- The City Manager must be able to work on various tasks at any given time, as well as plan and organize their own time to ensure projects are completed as scheduled. This is a small City in which the Manager will be required to perform tasks at various levels.

36(3)

9. Team spirited – Capable of ensuring the Commission, staff and the public are working toward a common goal. Place ego below performance.
10. Communication skills - The City Manager MUST have strong communication skills, both verbally and written. Computer capability in word processing, email, etc. is highly desirable.
11. Problem solving skills - The City Manager must be able to address challenges or complaints at various levels and adopt or recommend solutions.
12. Fair management practices – Be capable of following collective bargaining agreements and personnel policies to ensure all employees are treated fairly, impartially and consistently, while also ensuring that maximum employee performance is achieved.
13. Have a sense of humor, a positive attitude towards life, enjoy working with diverse groups, and enjoy developing solutions.

36(4)

Resolution Number # _____
Awarded Amount \$ _____

**URBAN QUALIFICATION COOPERATION AGREEMENT FOR THE MIAMI-DADE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS
PROGRAM FUNDS FOR FISCAL YEARS 2012, 2013 AND 2014**

**BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF NORTH BAY VILLAGE**

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida through its Department of Housing and Community Development hereinafter referred to as "DHCD" and having its principal offices at 701 N.W. 1 Court, 14th Floor, Miami, Florida 33136, hereinafter referred to as "County", and City of North Bay Village, hereinafter referred to as "City" and having offices at 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141 and telephone number of 305-756-7171, collectively referred to as the "Parties", states, conditions and covenants for the participation of City in the Community Development Block Grant, Home Investment Partnerships and Emergency Shelter Grant programs, which are administered by the Department of Housing and Urban Development ("HUD"), as part of the County's jurisdiction.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant ("CDBG") Program is authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting and development of viable urban communities. Program regulations are at 24 CFR Part 570; and

WHEREAS, the Home Investment Partnerships program ("HOME") is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. Program regulations are at 24 CFR Part 92; and

WHEREAS, the Emergency Shelter Grant ("ESG") program is authorized by the McKinney-Vento Homeless Assistance Act, as amended. Program regulations are at 24 CFR Part 576.

WHEREAS, the CDBG, HOME and ESG programs shall collectively be referred to as the "Federal Funds"; and

WHEREAS, the City desires to participate in the CDBG, HOME and ESG programs as a participating municipality in the County's jurisdiction; and

WHEREAS, the County is desirous of the City participating in the CDBG, HOME and ESG programs as part of the County's Entitlement jurisdiction; and

WHEREAS, it is mutually beneficial to each of the Parties hereto for the County to administer and execute the provisions of this Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinances and state and federal law; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has indicated that the County and City may cooperate as an Urban County Joint Entitlement Recipient in administration of CDBG, HOME and ESG; and

1 Revised: 11/11/08

WHEREAS, County and City are required to execute a cooperation agreement, or renew an existing cooperation agreement, for the City's participation in the County's jurisdiction for Federal Funds for each three-year qualification period ("Qualification Period"); and

WHEREAS, the governing bodies of the County and the City have authorized the execution of this Agreement by the Chief Executive Officer of the County and City, respectively, or where not approved prior to being signed by the Chief Executive Officer of the County and City, respectively, this Agreement shall be contingent upon ratification by the governing bodies of the County and the City, respectively, and evidence of such ratification shall be attached herewith; and

WHEREAS, this Agreement shall be accompanied by a legal opinion from the County's counsel that the terms and provisions of this Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County; and

WHEREAS, the County intends to further include within the Urban County the City of North Bay Village,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City, by executing this Agreement, agrees that:
 - a. City may receive an allocation under the CDBG and HOME Programs through the County's, Request for Application Process. The County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. (Note: this does not preclude the County or the City from applying for State HOME funds.); and
 - b. City may not apply for grants from appropriations under the State CDBG Program for the fiscal years City participates in the County's CDBG program; and
 - c. City may receive an allocation under the ESG program only through the County, However, City may apply to the State for ESG funds, if the State allows.
2. This Agreement shall cover the County Qualification Period for Fiscal Years 2012, 2013, and 2014 for which the County is to qualify to receive Federal Funds. This Agreement shall remain in effect until the Federal Funds and program income received (with respect to the three-year qualification period and any successive qualification periods pursuant to automatic renewal of this Agreement) are expended and the funded activities completed, and the County and the City cannot terminate or withdraw from this Agreement while the Agreement remains in effect.
3. This Agreement may be automatically renewed for successive three-year Qualification periods at the discretion of the County unless the County or the City provides written notice that it elects not to extend City's participation for the new Qualification Period. The City and County agree that a copy of such notice shall be timely sent to the HUD Field Office.
4. By the date specified in the HUD's Urban County Qualification Notice for each Qualification Period, the County will notify the City in writing of its right not to participate. A copy of the County's notification to City shall be sent to the HUD Field Office by the date specified in the Urban County Qualification schedule located in any applicable Urban County Qualification Notice for a Qualification Period.
5. The Parties agree that they will timely execute any amendments to the Agreement necessary to comply with the requirements for cooperation agreements set forth in the Urban County Qualification Notice, attached as referenced (Exhibit A), for any Qualification Period governed by this Agreement. The Parties further agree that any amendment so executed will be timely submitted to HUD as required by the Urban County Qualification CPD Notice 11-02 (04/28/11 - 04/28/2012). (See Attachment A, Section IV.E; Documents To Be Submitted To HUD). Failure to comply with the requirements of this section will void the automatic renewal for the applicable qualification period.

11H(9)

6. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
7. The County and City shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Urban Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
8. Under no circumstances shall the Federal Funds be used for activities in, or in support of, any participating municipality, including City, that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
9. The City acknowledges that the County has final responsibility and authority for selecting activities to fund with the Federal Funds and submitting the Consolidated Plan to HUD. The City agrees that during the term of this Agreement, the City will fully support the implementation of the County's Consolidated Plan and any amendments.
10. The City affirms that it has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. 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 non-violent civil rights demonstration within the City.
11. Pursuant to 24 CFR 570.503, the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
12. The County shall take the final responsibility and assume all the obligation of application for assistance under the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, including the analysis of needs, the setting of objectives, the development of a HUD and Consolidated Plan, the HUD Consolidated Plan and Action Plans, and any other documents, assurances, or certificates as required by HUD, subject to change in legislation or regulations.
13. Funds for housing and community development activities shall be expended in a manner to reflect the needs of low to moderate-income groups pursuant to the Housing and Community Development Act 1974, as amended.
14. All records of the County or City related to this Agreement and any projects undertaken pursuant thereto shall, upon reasonable notice, be available for inspection by HUD, County and/or City auditors during the normal business hours.
15. This agreement shall be binding upon the Parties hereto and their successors and assigns.
16. The City and the County acknowledge that it may be necessary to dispose of real property that was originally acquired or improved in whole or in part using Federal Funds. The City agrees that it shall notify the County within thirty (30) days regarding any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement, including disposition. The City acknowledges that federal regulations may require a public hearing or other process prior to modifying, changing the use or disposing of such real property.

11-H(10)

17. **Indemnification.** The County shall not assume any liability for the acts, omissions to act or negligence of the City, its agents, servants or employees; nor shall the City exclude liability for its own acts, omissions to act, or negligence arising out of the City's performance pursuant to this Agreement. The City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the City or its employees, agents, servants, partners principals or subcontractors. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the City shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or City nor shall anything herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IN WITNESS THEREOF, the parties hereto have caused this thirty-eight (38) page contract to be executed by their undersigned officials as duly authorized, this _____ day of _____ 2011.

AWARDEE:
City of North Bay Village

MIAMI-DADE COUNTY

BY: _____

BY: _____

NAME: _____

NAME: Alina Telega Hudak

TITLE: Mayor

TITLE: County Manager

DATE: _____

APPROVED AS TO FORM:

BY: _____

ATTEST

NAME: _____

BY: _____

TITLE: County Attorney

TITLE: Clerk, Board of County
Commissioners

DATE: _____

Passed, Adopted and approved this _____ day of _____ 2011

ATTEST

BY: _____
(Signature)

CITY OF NORTH BAY VILLAGE:

Type or Print Name
City Clerk

Mayor/City Manager

APPROVED AS TO FORM:

BY: _____
City Attorney

AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

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