



CITY OF CAYCE

MAYOR
ELISE PARTIN

MAYOR PRO-TEM
JAMES E. JENKINS

COUNCIL MEMBERS
TARA S. ALMOND
EVA CORLEY
TIMOTHY M. JAMES

CITY MANAGER
REBECCA VANCE

ASSISTANT CITY MANAGER
SHAUN M. GREENWOOD

**City of Cayce
Special Council Meeting
August 20, 2014
5:00 p.m. – Council Chambers – 1800 12th Street
www.cityofcayce-sc.gov**

I. Call to Order

A. Invocation and Pledge

II. Other

- A. Discussion and Approval of Intergovernmental Agreement between the County of Lexington and the City of Cayce for the Community Development Block Grant Program Home Investment Partnership Program
- B. Discussion and Approval of Intergovernmental Transit Agreement between Lexington County and the City of Cayce for CMRTA Route 28 and 26
- C. Discussion of participation in the Habitat for Humanity Home Project on Pine Street

III. Executive Session

- A. Receipt of legal advice relating to claims and potential claims by the City and other matters covered by the attorney-client privilege

IV. Possible Actions by Council in follow up to Executive Session

V. Adjourn

SPECIAL NOTE: Upon request, the City of Cayce will provide this document in whatever form necessary for the physically challenged or impaired.

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Shaun Greenwood, Asst. City Manager

Date: August 18, 2014

Subject: An Intergovernmental Cooperative Agreement between the City of Cayce and Lexington County for the Community Development Block Grant Program and HOME Investment Partnership Program.

ISSUE

Council approval is needed for an Intergovernmental Cooperative Agreement between the City of Cayce and Lexington County for the Community Development Block Grant Program and HOME Investment Partnership Program.

BACKGROUND/DISCUSSION

The County is asking all communities in Lexington County that participate in the Lexington County CDBG or HOME programs to formalize their participation with an Intergovernmental Agreement. The County is designated with the Urban County Status which allows it to receive funding each year to be utilized for eligible projects in the County. The County is responsible for administering and distributing all funds received from the HUD for the CDBG and HOME programs.

This agreement's term is for the 2015-2017 Federal fiscal years and the City has the right not to participate after three years with written notification given to the County and HUD Field Office

RECOMMENDATION

Staff recommends Council approve the Intergovernmental Cooperative Agreement and authorize the Mayor to sign on their behalf.

**Intergovernmental Cooperative Agreement
Between the
County of Lexington and the City of Cayce
For the
Community Development Block Grant Program
Home Investment Partnership Program**

This Intergovernmental Cooperative Agreement being made by and entered into this ___ day of _____ 2014, between the County of Lexington, a body politic and corporate of the State of South Carolina and the City of Cayce, an incorporated municipality within the boundaries of the County of Lexington.

DEFINITIONS

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

“Urban County Status” means Urban County Entitlement Status under the Housing and Community Development Act for United States Department of Housing and Urban Development.

The “County” means the County of Lexington, South Carolina.

The “City ” means the City of Cayce , South Carolina.

The “CD Act” means the Housing and Community Development Act of 1974, Public Law 93-383, as amended (42 USC §5301 et. seq.).

The “Housing Act” means the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. §12701-12839), as amended by the Housing and Community Development Act of 1992 (HCDA 1992).

“CDBG” means the Community Development Block Grant Program, Title I of the CD Act, including implementing regulations at 24 CFR §570, et. seq.

“HOME” means the Home Investment Partnerships Act, Title II of the Housing Act, including implementing regulations at 24 CFR §92, et. seq.

“HUD” means United States Department of Housing and Urban Development.

“Consolidated Plan” means the Consolidated Plan that is required pursuant to 24 CFR §91.

“Action Plan” means the Annual Action Plan of the Consolidated Plan.

Other terms not defined herein shall have the meanings given to them in 24 CFR §570.3 and 24 CFR §92.2.

RECITALS

WHEREAS, through the execution of a Cooperative Agreement, the County of Lexington and the City of Cayce have previously qualified for Urban County Entitlement Status under HUD's Housing and Community Development Act for fiscal years 2007-2014; and

WHEREAS, it is recognized by both parties that retention of Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzalez Act of 1990, and the Housing and Community Development Act of 1992; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; and their accompanying regulations; and

WHEREAS, the United States Department of Housing and Urban Development CPD Notice 14-07 requires Urban County Cooperation Agreements to include funding through the 2017 Federal fiscal year; and

WHEREAS, the County of Lexington has demonstrated its expertise and ability to administer such county-wide programs and to assist the City with its CDBG and HOME programs through its designated agency, the Lexington County Community Development Department, Grant Programs Division; now

IT IS MUTUALLY AGREED THAT:

1. Purpose: The City and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.
2. Cooperative Agreement: This Cooperative Agreement covers the CDBG Entitlement Program and the HOME Investment Partnerships Program.
3. Qualifying Period: The parties shall, upon execution of this Agreement, be bound by its terms for the duration of Federal Fiscal Years 2015, 2016, and 2017. No Municipality or included unit of general government may withdraw from the Urban County unless the Urban County does not receive a grant for any program year during such period. The Agreement shall remain in effect until all Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) funds are received with respect to the (3) three year qualification period and automatic extension thereof are expended and the funded activities completed.
4. Renewal: This Agreement shall automatically be renewed for an additional three (3) qualifying periods unless the County or the participating municipality provides written notice it elects not to participate in a new qualifying period. A copy of said notice must be sent to HUD Field Office. Prior to the date specified in HUD's Urban County Qualification, the County through its designee, the Lexington County Community Development Department, Grant Programs Division, shall notify each municipality of its right not to participate in the Cooperative Agreement and a copy of that notice must be sent to the HUD Field Office.

5. No Additional CDBG, HOME Grants: During the term of the Cooperative Agreement that is set forth above, or grant extension thereof, no Municipality or included unit of general local government may apply for grants under the Small Cities or State CDBG Program or participate in a HOME consortium except through Urban County, unless allowed by the State HOME program.
6. Grant Applications: Upon obtaining the Agreement of all necessary Municipalities, the County shall make applications for funding as an Urban County Entitlement Recipient under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990; the Housing and Community Development Act of 1992; and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 which may be provided through the United States Department of Housing and Urban Development (HUD), and the Municipality shall authorize the County to include the City's population as the basis for calculating and securing such funding.
7. County Grant Recipient: The County shall be the recipient of the grants, and as such is responsible to insure that all activities undertaken with said grant funds are eligible under the Housing and Community Development Act of 1974, as amended; the Cranston-Gonzales Act of 1990; and the Housing and Community Development Act of 1992; and the County shall be given full and complete authority to administer and monitor any projects or programs undertaken in the Municipality to assure said compliance.
8. Grant Administration: The County shall administer and distribute all funds received from the United States Department of Housing and Urban Development as a result of CDBG, HOME, and related grant applications, through its designated agency, the Lexington County Community Development Department, Grant Programs Division, and provide such technical assistance as is necessary to ensure compliance with all provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 and the Housing and Community Development Act of 1992, and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.
9. Project Eligibility: While the Municipality may develop projects to be implemented within its boundaries, the County through its designee, shall have final responsibility for project selection to assure that federal program guidelines are met, and that the County, through its designee, shall have sole responsibility for preparation and filing of Consolidated Plans and/or Annual Action Plans regarding program activities to be undertaken. Provided, however, all projects and programs undertaken by the Urban County and the municipalities shall implement and further the goals and objectives set forth in the Consolidated Plan established for the Urban County in 2015 and any revision and extension thereof, or any replacement Consolidated Plan duly submitted and approved.
10. County Responsibilities: The County has the final responsibility for selecting CDBG and HOME activities and submitting the Consolidated Plan to HUD. All projects and programs undertaken by the County and the Town shall implement

and further the goals and objectives set forth in the Consolidated Plan established by the County in 2014, and any revisions and extensions thereof.

11. City Responsibilities: 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 as described in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, the Lexington County Community Development Department, Grant Programs Division.
12. Funding Allocations: Any funds received as a result of said CDBG or HOME grant applications will be made available to the parties consistent with the Consolidated Plan, with clear understanding that such distribution will comply with the requirements of Title I of the Housing and Community Development Act of 1974, and the Housing and Community Development Act of 1992.
13. Certification: The County and the City will take actions necessary to assure compliance with the County's certification required by Section 104 (b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act, and other applicable laws.
14. Funding Prohibitions: It is understood that Urban County funding is prohibited from activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification, and that funds may be suspended or withdrawn until such time as the cooperating unit of government complies with appropriate Laws and Regulations.
15. Excessive Force: The County, Municipalities, and units of general local government included hereby certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdictions against any individuals engaged in nonviolent civil rights, demonstrations; and (b) a policy of enforcing applicable State and Local Laws against physically barring entrance into or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within their jurisdictions.
16. Subrecipient and Municipality Requirements: Pursuant to 24 CFR 570.501 (b), each cooperating Municipality is subject to the same requirements as Subrecipients in such instances where the Municipality might have control of CDBG grant or program income funds, including the requirement of a written agreement as set forth in 24 CFR 570.503, and as such its programs shall be subject to review by the County through its designee, the Lexington County Community Development Department, Grant Programs Division.
17. Consolidated Plan: The parties will take all appropriate legal, administrative, and legislative action authorized by State and Local laws necessary to successfully

complete all programs included in the Consolidated Plan or component thereof and/or the requirements of the CDBG and HOME programs undertaken with grant funds.

18. Program Income: The County, through its designee, shall receive, monitor, and distribute all program income generated by all projects and programs operated in the Municipalities or the unincorporated areas, and shall ensure that all such activities are eligible under the acts and regulations cited herein, including but not limited to activities undertaken affected by the Separation of Church and State Doctrine, Fair Housing provisions, and other Federally mandated programs.
19. Title to Real Property: The title to any real property acquired with CDBG or HOME funds allocated to the City, and located within the City when acquired, may be vested in the City, program requirements permitting. The title to any real property acquired with CDBG or HOME funds, and not situated within the limits of the City when acquired, shall be vested in the County.
20. Real Property Usage: Any real property acquired in whatever name with CDBG, HOME, and related grant funds for use by the City shall conform to such and usages as may be specified in the CD Act, as amended, the Housing Act, and their accompanying regulations. Should the City desire to change the usage or dispose of any such property, it shall first obtain the approval of the County in order to assure conformance with the aforementioned act.
21. Compliance With Laws: The parties do hereby mutually commit to take all necessary actions to assure compliance with the Urban Counties certification requirements by conforming with all laws and regulations set by the Federal Government respecting the use of any monies granted pursuant to the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, the Housing and Community Development Act of 1992 and any other programs operated by the Lexington County Community Development Department for the Municipalities benefit. These shall include, but are not limited to, laws and regulations regarding provisions of the National Environmental Policy Act of 1964, Title VII of the Civil Rights Act of 1968, Sections 104 (b), Section 109 of title I of the Housing and Community Development Act of 1974, the Davis-Bacon Act, Section 504 of the Rehabilitation Act of 1973 the Fair Housing Act and other applicable statutes, regulations and Court determinations.
22. Sale or Trade of Grant Funds: A unit of general local government may not sell, trade, or otherwise transfer all or any portion of grants funds to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any or the funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974. This prohibition is pursuant to provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

23. Hold Harmless: The parties agree that should a grant be withheld, withdrawn, or terminated for any reason, that Lexington County be held harmless, and shall not be subjected to any legal action by the City for any resulting consequences.
24. Amendment: This Agreement may not be amended without the written consent of all parties and approval of HUD, and its terms shall be binding upon the parties, their successors and assigns.
25. Entire Agreement: The document and attachments represent the entire agreement between the parties and shall be binding upon the parties, their heirs, successors and assigns.

In Witness Whereof, we, the authorized representatives of the parties identified herein, set our hands and seals this day and year aforesaid.

ATTEST

County of Lexington

City of Cayce

Johnny W. Jeffcoat
Chairman, County Council

Elise Partin
Mayor

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Shaun Greenwood, Asst. City Manager

Date: August 18, 2014

Subject: An Intergovernmental Transit Agreement between the City of Cayce and Lexington County for continued mass transit services.

ISSUE

Council approval is needed for an Intergovernmental Transit Agreement between the City of Cayce and Lexington County for continued mass transit services through the Central Midlands Transit Authority.

BACKGROUND/DISCUSSION

The County Administrator recently asked all communities, in Lexington County, participating in the mass transit system to formalize their participation with an Intergovernmental Agreement. The terms and conditions outlined in the agreement are consistent with the City's current level of participation and do not burden the City with any additional obligations. The yearly contribution is consistent with what the City has budgeted in recent years. The purpose of the agreement is to ensure that no participating community stops supporting the system midway through the budget year.

RECOMMENDATION

Staff recommends Council approve the Intergovernmental Transit Agreement and authorize the Mayor to sign on their behalf.

INTERGOVERNMENTAL TRANSIT AGREEMENT

County of Lexington, South Carolina

City of Cayce, South Carolina

This agreement (“Agreement”) is made and entered into as of August _____ 2014, between the County of Lexington and the City of Cayce in reference to the financial support of mass transit services (Provided by the Central Midlands Regional Transit Authority) in the County of Lexington, specifically as it relates to the annual support and ongoing funding of CMRTA Route 28, otherwise known as the Midlands Technical College Airport Campus Route, as well as CMRTA Route 26, or the West Columbia/Lexington Medical Center Route.

South Carolina (“County of Lexington”), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the “State”); the City of Cayce (the “City of Cayce”), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State.

SECTION 2

2.01 Term. The term of this Agreement shall be from the _____ day of _____, 2014 through the ____ day of _____, 2015.

2.02 Transit Services. For the purposes of this agreement shall be defined as fixed route service and ADA Paratransit Service (Dial-A-Ride-Transit).

2.03 Current Service Area. The current Service Area consists of the geographic area in which the CMRTA is currently providing Transit Services within the City of West Columbia, the City of Cayce, and the Town of Springdale, as well as service to Lexington Medical Center and Midlands Technical College, and limited portions of Lexington County, as shown more specifically on Exhibit A and as has been set forth in an Agreement with the CMRTA.

2.04 Current Plan of Service. The current Plan of Service consists of fixed route and paratransit service Monday through Friday within the Service Area, as shown more specifically on Exhibit A. The County of Lexington and its transit funding partners include the City of West Columbia, the City of Cayce, the Town of Springdale, as well as Lexington Medical Center. The terms of this agreement include the provision that the County of Lexington Transit Workgroup, to include the City of Cayce, reserves the right to review its transit plan of service, as well as funding allocations annually in order to plan its objectives and priorities.

FINANCIAL SUPPORT

3.01 Terms of Agreement. The County of Lexington shall provide 60% (\$98,400.00) of the financial support for CMRTA Routes 28 and 26 annually, while the City of Cayce shall provide annual support for CMRTA Routes 28 and 26 in the amount of 15% (\$24,609.12). These percentage payments may be reviewed or revised annually by written agreement of the parties.

No Transit Services operations or capital projects shall be made in Lexington County without the written agreement of Lexington County, and or the approval of the County's funding partners to include, the City of Cayce, the City of West Columbia Cayce, the Town of Springdale and Lexington Medical Center.

3.02 Reporting Requirements. The County of Lexington shall, on a quarterly basis, no later than 30 days after the end of the previous quarter, provide to the City of Cayce a written financial report of all transit expenses, to include cumulative, year-to-date results as well as comparative information for corresponding periods of the prior year.

3.03 Payment. City of Cayce shall make monthly payments to the Central Midlands Transit Authority and submit the payments to the County of Lexington within thirty days of the request for payment.

3.04 Default. The failure of any party to make a payment, to satisfy a condition, or to perform an obligation under this Agreement, which failure shall go uncorrected for a period of thirty days after written notice thereof, shall constitute a default as to such party. Remedies for such default include but are not limited to damages and a reduction in service routes.

3.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

3.06 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

3.07 Governing Law. This Agreement shall be deemed to be a contract made under the laws of South Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of South Carolina, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of the County of Lexington for resolution of any dispute arising hereunder.

3.08 Prior Agreements. This Agreement supersedes and terminates any prior Agreement between the parties.

3.09 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by U.S. Mail addressed as follows:

If to Lexington County
Lexington County, South Carolina
Attn: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072

With a copy to:
Lexington County, South Carolina
Attn: County Attorney
140 E. Main Street
Lexington, South Carolina 29072

If to City of Cayce
City of Cayce, South Carolina
Attn: City Manager
1800 12th Street
Cayce, South Carolina 29202

With a copy to:
City of Cayce, South Carolina
Attn: City Attorney
P.O. Box 1149
Columbia, South Carolina 29202

SECTION 4 THIRD PARTY BENEFICIARIES

4.01 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

SECTION 5

5.01 Complete Agreement. The terms set forth herein are the complete agreement of the parties and no oral representations are binding unless included herein. Any alteration of this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

The agreement was approved by the Cayce City Council at its meeting on the ____ day of _____, 2014.
COUNTY OF LEXINGTON, SOUTH CAROLINA

By: _____

Its: Chairman, Lexington County Council

|

SEAL

ATTEST:

By: _____

Its: Clerk to County Council

Date: _____, 2014

CITY OF CAYCE, SOUTH CAROLINA

By: _____

Its: Mayor, City of Cayce

Date: _____, 2014

SEAL

ATTEST:

By: _____

Its: Clerk to City Council

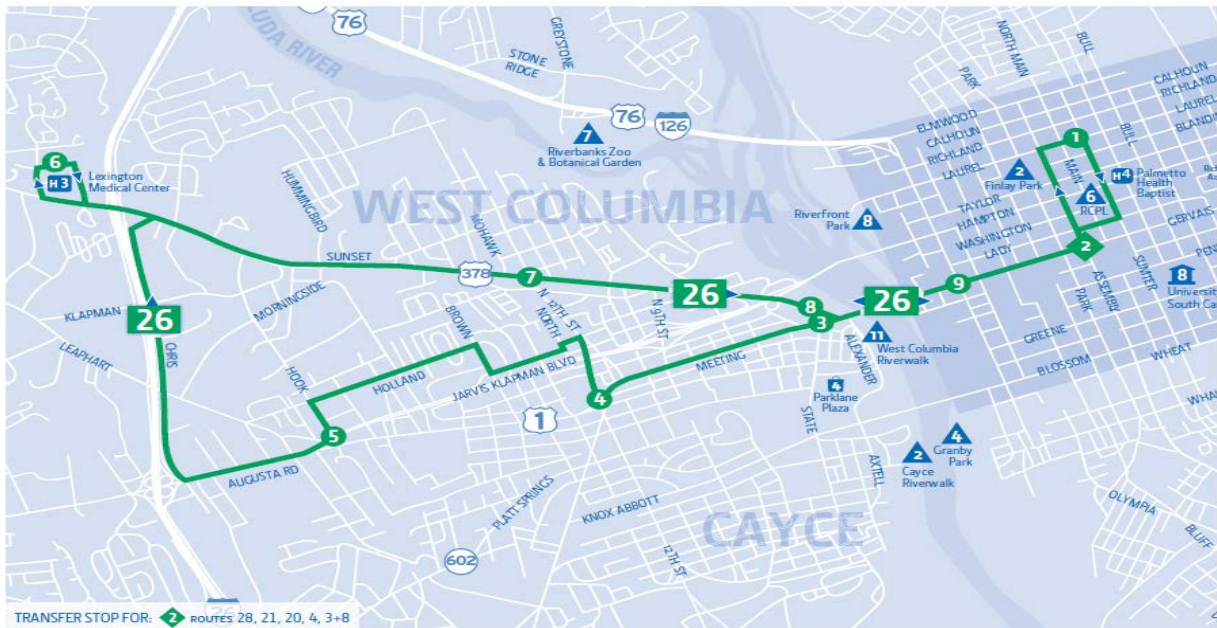
Date: _____, 2014

Exhibit A

CMRTA Route 28 Midlands Technical College Airport Campus Route



CMRTA Route 26 West Columbia/Lexington Medical Center Route



Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Shaun Greenwood, Asst. City Manager

Date: August 18, 2014

Subject: Discussion of participation in the Habitat for Humanity Project on Pine Street

ISSUE

Council discussion is needed regarding the City participating in the Habitat for Humanity projects on Pine Street.

BACKGROUND/DISCUSSION

The Central SC Habitat for Humanity is currently constructing two new single-family housing units on Pine Street. They have approached staff regarding a possible donation of their tap and capacity fees to these two units as part of an in-kind contribution to the project. The fees per unit will be approximately \$2,882 if they do not put in their own taps.

RECOMMENDATION

Staff recommends approving the in-kind contributions to these projects.