

RESOLUTION NO. 2015- 261

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO SUBMIT TO U.S. DEPT OF URBAN DEVELOPMENT EXECUTED COOPERATION AGREEMENTS WITH EACH LOCAL GOVERNMENT THAT HAS ELECTED TO BE INCLUDED IN THE URBAN COUNTY STATUS.

WHEREAS, the US Department of Housing and Urban Development (HUD) has determined that St. Johns County meets the population requirement to qualify as an Urban County for the purpose of the County's participation in the Community Development Block Grant Entitlement Program (CDBG); and

WHEREAS, the CDBG Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons; and

WHEREAS, the estimated initial funding allocation is \$908,000 for St Johns County; and

WHEREAS, HUD requires Urban Counties that receive CDBG funding to enter into cooperation agreements with any unit of local government that elects to be included in the Urban County for the purposes of meeting the Urban County population requirement; and

WHEREAS, Housing and Community Development is requesting approval from the Board to submit a Notice of Intent to Apply to HUD for the CDBG Entitlement Program for fiscal years 2016-2018, along with authorization to execute cooperation agreements with each unit of local government that has elected to be included in the Urban County Status; and

WHEREAS, participation in the CDBG Entitlement Program serves a public purpose and is in the best interest of St Johns County residents.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners authorizes the County Administrator, or his designee, to submit a Notice of Intent to Apply to HUD for the CDBG Entitlement Program for fiscal years 2016-2018.

Section 3. The Board of County Commissioners authorizes the County Administrator, or his designee, to execute cooperation agreements substantially in the form of the attached agreement with each local government that has elected to be included in the urban county status.

Section 4. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 5. This resolution shall become effective immediately upon adoption.

1 **PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County this day of Sept 2015.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 9/3/2015

Res. 2015-261

**COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT**

THIS AGREEMENT is entered into this Sept. 10, 2015, by and between the St. Augustine Beach (the City) and St. Johns County (the County).

WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 USC § 93-383 et seq.) (the Act) provides that Community Development Block Grant (CDBG) funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low and moderate income; and

WHEREAS, CDBG regulations allow urban counties to enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to the Community Development Block Grant program; and

WHEREAS, the County receives Community Development Block Grant Entitlement Program (and where applicable) HOME Investment Partnership funds; and

WHEREAS, the cooperation of the municipality with the County is essential for the successful planning and carrying out of local Community Development (and where applicable HOME Programs); and

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

I. PURPOSE.

This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solution Grants (ESG) Programs (i.e., where the County receives funding under the ESG program, or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

II. GENERAL.

1. The City hereby authorizes the County to include its population in the County's Community Development Block Grant (and where applicable) HOME application to the U.S. Department of Housing and Urban Development for Federal Fiscal Years 2016 - 2018 appropriations. Further, the City and the County understand that:

- a. This agreement will automatically renew for participation in successive three (3) year qualification periods, unless the County or City provides written notice it elects not to participate in the new qualification period; and
 - b. If the County or the City elects not to participate in a new qualification period, the County or City making such election shall timely provide a copy of such written notice to the HUD Field Office.
 - c. By the date specified in HUD's urban county qualification notice for the next qualification period, the County will notify the City in writing of its right not to participate, and a copy of the County's notification to the City shall be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II. of CPO Notice 14-07 or such other Section of a subsequent CPO Notice as may supersede Notice 14-07 at the time the County is required to provide such written notice to the City; and
 - d. The parties agree that in order for this agreement to comply with applicable HUD regulations, each party must adopt any amendment to this agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period. The parties further agree that such amendment must be submitted as provided in the applicable urban county qualification notice, and that failure to comply with such requirement will void the automatic renewal of such qualification period.
2. This agreement shall remain in effect until the Community Development Block Grant (and, where applicable, HOME and ESG) funds and program income received with respect to activities carried out during the three (3) year qualification period, including any successive qualification periods, are expended and the funded activities are completed. The County and City may not terminate or withdraw from this agreement while the agreement remains in effect.
 3. Pursuant to the use of the Community Development Block grant and HOME funds, if any, to be received by the County, the County may carry out HOME and Community Development programs in accordance with the approved Consolidated Plan, and/or meet other requirements of the Community Development Block Grant and HOME Programs in addition to other applicable laws.
 4. The City agrees to allow the County to perform those certain community development and housing assistance activities authorized by and specified in the Housing and Community Development Act of 1974 and HOME Investment Partnership Act as Federal funds are available to the County for that purpose within the territorial boundaries and limits of the City and agrees to cooperate with the County to the extent necessary under said Act to enable the County to perform those activities. By executing this Agreement, the City understands and acknowledges that the City:

- a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the County's CDBG Program; and
 - b. May receive a formula allocation under the HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other units of local government. (Note: This requirement does not preclude the County from applying to the state for HOME funds, if the state allows.)
 - c. May receive a formula allocation under the ESG Program only through the County. (Note: This requirement does not preclude the County or a unit of government participating with the County from applying to the state for ESG funds if the state allows.)
5. The City will cooperate with the County to the fullest extent practical in the planning and carrying out of Community Development programs, and the County will ensure that the City's citizens and its local Chief Executive have direct and frequent access to and influence on the process by which decisions are made concerning Community Development programs which either directly or indirectly affect the City. The City agrees that the County shall have final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
 6. The County shall, through the use of Community Development funds, provide the staff resources and other services necessary for planning and administering Community Development programs on behalf of the City.
 7. The County is authorized to withhold a reasonable and customary portion of Community Development Block Grant funds for the purpose of planning and administering of Community Development programs.
 8. Pursuant to 24 CFR 570.501(b) the City and agencies thereof are subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503.
 9. The County and the City shall take all actions necessary to assure compliance with the County's certification 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, and affirmatively furthering fair housing. Both parties shall also comply with section 109 of Title I of the Community Housing and Community Development Act of 1974, which incorporates section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws and regulations.
 10. The City and County agree that the affirmative furtherance of fair housing within their respective jurisdictions and the County's compliance with its fair housing certification, are absolute prerequisites to the receipt of Urban County CDBG funding for activities in or in support of the City. Urban County funding will not be

provided for activities in or in support of the City if the City does not affirmatively further fair housing within its jurisdiction or otherwise impedes the County's actions to comply with the County's fair housing certification.

11. Neither City nor County may terminate this Agreement prior to the end of the three (3) year funding period for which the County is seeking qualification as an Urban County, and shall extend over such period of time as may be necessary to cover all activities from project implementation to the final "close-out" audit.
12. The City 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 demonstrations with in jurisdictions.
13. The City shall not obstruct or impede the implementation of the Consolidated Plan, and regardless of anything to the contrary that may be contained in this agreement, nothing in this agreement shall be interpreted or otherwise construed as allowing either party to veto, limit, or otherwise obstruct the implementation of the approved Consolidated Plan during the term of this agreement.
14. The County has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD, except that if the County is a member of a HOME consortium, the consortium shall be responsible for submitting the plan developed by the County.
15. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, including, but not limited to, urban renewal and publicly-assisted housing activities.
16. The City may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this agreement to another 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 other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
17. This agreement is authorized by the Board of County Commissioners and the City of St. Augustine Beach, and each body authorizes its Chief Executive Officer to execute it.
18. Should the County be required to refund all or a portion of Community Development Block Grant (and, where applicable, HOME and ESG) funds and program income as a result of any action or omission by the City, the City agrees to pay such funds to the County upon the County's demand.

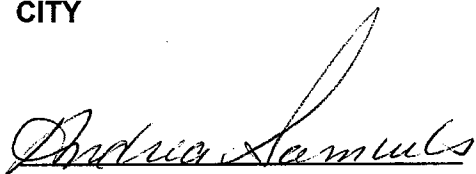
19. This agreement has been drafted and designed with the intent of meeting and adhering to federal law and regulations as they pertain to the Community Development Block Grant entitlement program and shall be interpreted and construed in such a manner as to further the legal and policy goals of such program. Should any part of this agreement be invalidated or rendered a nullity by a court of competent jurisdiction, the surviving provisions of this agreement shall remain in full force and effect to the extent it they allow feasible compliance with the applicable requirements of the CDBG entitlement program.

20. This agreement shall be governed by the laws of Florida. Venue for any legal or administrative action arising under this agreement shall lie exclusively in St. Johns County, Florida, or the Middle District of Florida.

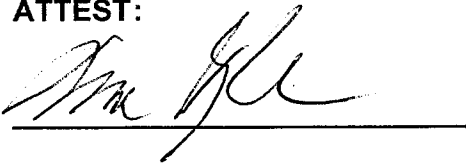
21. This agreement constitutes the complete and entire agreement between the parties, which agreement supersedes all proposals, oral or written, and all other communication between the parties related to the subject matter of this agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first written above.

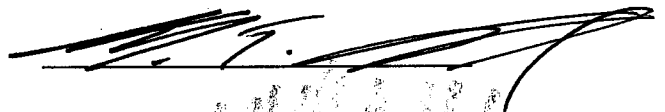
CITY



ATTEST:

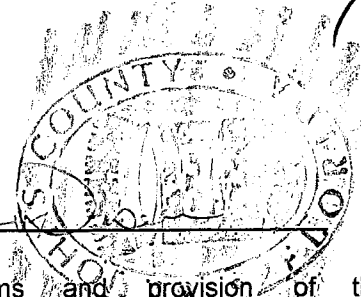


COUNTY



ATTEST:





The terms and provision of this Agreement are fully authorized under applicable State and Local law and provide full legal authority for the County to undertake or assist in undertaking essential community renewal and lower income housing assistance activities, including urban renewal and publicly-assisted housing.


COUNTY ATTORNEY 9/14/15