

RESOLUTION NO. 2024-317

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, PROVIDING FOR RECERTIFICATION OF THE COUNTY AS AN URBAN COUNTY UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FISCAL YEARS 2025-2027; AUTHORIZING THE COUNTY ADMINISTRATOR, OR HER DESIGNEE, TO EXECUTE AND DELIVER DOCUMENTS RELATED TO THE RECERTIFICATION; PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the United States Department of Housing and Urban Development (HUD) is conducting its Urban County qualification process for the purpose of allocating funds under the Community Development Block Grant (CDBG) Program for fiscal years 2025-2027; and

WHEREAS, in 2015, St. Johns County first qualified as an Urban County and is required to recertify every three years; and

WHEREAS, the County is required to notify municipalities within its jurisdiction of their option to be included or excluded from the County's CDBG program to undertake community development and housing activities within their jurisdictions and may enter into Cooperation Agreements with those that elect inclusion; and

WHEREAS, the County notified City of St. Augustine (COSA), City of St. Augustine Beach (COSAB), and The Town of Marineland; COSA elected to not be included, COSAB has an existing Cooperation Agreement with the County and elected to continue its inclusion, and The Town of Marineland elected inclusion for the first time; 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, Florida, as follows:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

Section 2. The County Administrator, or her designee, is hereby authorized to execute and deliver a Notice of Intent to Re-apply to HUD for the CDBG Entitlement Program for fiscal years 2025-2027, and any other forms, documents, or correspondence necessary for the County's recertification under the CDBG program for fiscal years 2025 - 2027.

Section 3. The County Administrator, or her designee, is hereby authorized to execute and deliver Cooperation Agreements, and any subsequent amendments thereto.


Section 4. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

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

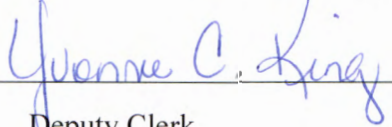
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 6th day of August, 2024.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Rendition Date AUG 09 2024

By: 
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: 
Deputy Clerk



From: [O'Toole, Anna N](#)
To: [Golden, Jan J](#); [Graham, Linda](#); [Jeffrey, Travis](#); [Means, Raelyn](#); [Danicka Ransom](#); [Vanessa L Lopez](#); [mesbjerg@pascocountyfl.net](#); [Hilary L. Bruno](#); [Jeffrey McKittrick](#); [Smithwick, Stacey](#); [Thall, Allison](#); [Santana, Elvis](#); [Jennifer Harvey](#); [Guillemarie Guilfoyle](#); [Joseph Cone](#); [Woolwich, Alan](#)
Cc: [Mayo, Taneshia N](#)
Subject: FY24 Urban County Requalification Notice
Date: Wednesday, May 8, 2024 4:13:14 PM
Attachments: [image001.png](#)
[2024-02cpdn.pdf](#)
[FY24 Urban County Requalification Deadlines.pdf](#)
Importance: High

Good afternoon,

The FY24 Urban County Requalification Notice has been posted on hud.gov; it is also attached to this email, along with a chart summarizing the various deadlines.

I'm happy to say that the Notice is much more user-friendly and clear than previous years. Deadlines are outlined in detail beginning on page 16, but I encourage you to read the Notice in its entirety. Sample cooperation agreement language can be found on pages 34-37.

If you have not already, now is the time to start sending out the applicable notification letters to your UGLGs, as detailed in the Notice. The first notification deadline is June 7.

If you have questions now or anytime throughout the requalification process, please don't hesitate to reach out. I'll continue to check in as we get closer to our deadlines to ensure everything is going smoothly.

Thank you!
Anna

Anna O'Toole

Community Planning & Development Representative
U.S. Dept. of Housing & Urban Development
Office of Community Planning & Development
400 W. Bay Street, Suite 1015
Jacksonville, Florida 32202
Phone: (904) 208-6074
Fax: (904) 232-1360



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**COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT**

THIS COOPERATIVE AGREEMENT (“Agreement”) is entered into this ____ day of _____ 2024, by and between St. Johns County, Florida, a political subdivision existing under the laws of the State of Florida (“County”) and The Town of Marineland, Florida (“Marineland”) (individually referred to herein as “Party” or collectively referred to herein as “Parties”).

WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 USC § 93-383 et seq.) 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, in 2015, St. Johns County qualified as an Urban County under the CDBG Entitlement Program, and must be qualified by HUD every three years in accordance with Section 102(d) of the Housing and Community Development Act of 1974 (HCDA) (42 U.S.C. 5301 et seq.) and 24 CFR § 570.307(d) of the CDBG regulations; and

WHEREAS, three HUD programs apply in Urban Counties: CDBG Entitlement Program, HOME Investment Partnerships (HOME) Program (if county receives HOME funding) Emergency Shelter Grants (ESG) Program (if county receives ESG funding); and

WHEREAS, Urban Counties may carry out community development and housing assistance activities in unincorporated areas of the county and in participating units of local government; 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).

NOW, THEREFORE, St. Johns County, and the Town of Marineland do mutually

agree as follows:

I. PURPOSE.

1. This Agreement covers the following formula funded programs administered by HUD where the County is awarded and accepts funding directly from HUD: the Community Development Block Grant 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).
2. Marineland understands and agrees that it may receive a formula allocation under the HOME and ESG programs only through the County.

II. GENERAL.

1. Marineland 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, Marineland and the County understand that:
 - a. This Agreement will automatically renew for participation in successive three (3) year qualification periods, unless the County or Marineland provides written notice it elects not to participate in the new qualification period; and
 - b. If the County or Marineland elects not to participate in a new qualification period, the County or Marineland 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 Marineland in writing of its right not to participate, and a copy of the County's notification to Marineland 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 Marineland; 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 Marineland 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. Marineland 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 Marineland 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, Marineland understands and acknowledges that Marineland:
 - 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, Marineland 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. Marineland 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 Marineland'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 Marineland. Marineland 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 Marineland.
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) Marineland 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 Marineland 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. Marineland 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 Marineland. Urban County funding will not be provided for activities in or in support of Marineland if Marineland 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 Marineland 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. Marineland 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 within jurisdictions.
13. Marineland 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 Marineland 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. Marineland 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 Marineland, 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 Marineland, Marineland 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 communications between the Parties related to the subject matter of this Agreement.

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

St. Johns County, Florida

ATTEST: Brandon J. Patty
Clerk of the Circuitry Court and Comptroller

By: _____
Deputy Clerk

Joy Andrews
County Administrator

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.

Office of County Attorney

Town of Marineland Florida

Attest: _____

By: _____

Angela TenBroeck
Mayor



U. S. Department of Housing and Urban Development
Jacksonville Field Office
Charles Bennett Federal Building
400 West Bay Street
Suite 1015
Jacksonville, Florida 32202-4439

July 10, 2024

Honorable Sarah Arnold, Chair
Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32804

SUBJECT: Determination of Essential Powers
Urban County Requalification – St. Johns County
Fiscal Years 2025 – 2027

Dear Commissioner Arnold:

Pursuant to *Notice CPD-24-02*, the U.S. Department of Housing and Urban Development (HUD) must determine where requalifying urban counties can legally carry out community development and housing assistance activities. This letter is to inform you that Chief Counsel for the U.S. Department of Housing and Urban Development (HUD) Field Office in Jacksonville, FL has determined that St. Johns County holds powers to carry out essential community renewal and lower-income housing assistance activities as follows:

Pursuant to s. 125.01(1), F.S., the legislative and governing body of a county possesses broad powers with which to carry out county government. To the extent not inconsistent with general or special law, these powers include, but are not restricted to, the power to establish and administer programs of housing, slum clearance, and community redevelopment, s. 125.01(1)(j); to provide for parks, preserves, playgrounds, recreation areas, libraries, museums, and other recreation and cultural facilities and programs, s. 125.01(1)(f); to prepare and enforce comprehensive plans for the development of the county, s. 125.01(1)(g); to adopt and enforce building, housing and related technical codes and regulations, s. 125.01(1)(i); to provide and maintain county buildings, s. 125.01(1)(c); to perform any other acts not inconsistent with law which are in the common interest of the people of the county, s. 125.01(1)(w); and to exercise all powers and privileges not specifically proscribed by law, id.

In addition, Part III, Ch. 163, F.S., and s. 163.370 authorize the county to undertake a broad range of community development functions which cover all phases of community development.

HUD strongly encourages the County to continue to utilize cooperation agreements in the administration of its CPD-funded programs within the incorporated areas of its jurisdiction that choose to participate in the urban county.

HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.

www.hud.gov

espanol.hud.gov

If you have any questions pertaining to this correspondence, please contact Anna O'Toole, Community Planning and Development Representative, at Anna.N.Otoole@hud.gov or by phone at 904-208-6074.

Sincerely,

LORI SERINO

Digitally signed by LORI SERINO
DN: CN = LORI SERINO C = US O = U.S.
Government OU = Department of Housing and
Urban Development, Office of Administration
Date: 2024.07.12 07:44:22 -04'00'

Lori Serino
Director
Community Planning and Development

cc: Shawna Novak, Director, Health and Human Services
Joseph Cone, Assistant Director, Health and Human Services
Jenny Harvey, Housing and Community Service Manager
Marie Guilfoyle, CDBG Housing Program Specialist

 **COPY**



April 8, 2024

Mr. Max Royle
City Manager
City of St. Augustine Beach
2200 A1A South
St. Augustine Beach, FL 32080

Dear Mr. Royle,

The U.S. Department of Housing and Urban Development (HUD) designated St. Johns County to be an urban county for the purpose of allocating funds for the FY 2024-2025 Community Development Block Grant (CDBG). At this time, the County is required to requalify as an urban county for FY 2025 – 2027. Therefore, the County must notify the City of St. Augustine Beach of its right to elect to be included in or be excluded from the urban county and request the City to make its intentions known by May 8, 2024.

In regard to the CDBG program, St. Johns County and the City of St. Augustine Beach entered into a Cooperation Agreement on September 10, 2015. The agreement arose from the decision of the City of St. Augustine Beach to be included as part of the urban county. This Agreement was initiated for FY 2016 – 2018; however, the Agreement stipulates that it may automatically renew for successive three-year qualification periods, unless the County or City provide written notice of intent to terminate participation.

St. Johns County values the CDBG program for funding housing programs, community development projects, and neighborhood revitalization activities. The County considers the CDBG program to be a benefit to St. Augustine Beach residents; therefore, the County desires to continue in the current cooperative relationship with the City of St. Augustine Beach, as afforded by the Agreement. However, the County recognizes the City's right to decide which course of action best meets the needs of its citizens.

To assist the City of St. Augustine Beach with the decision of whether to allow the Cooperation Agreement to automatically renew or to terminate the Agreement, the County advises the City of the following HUD regulations:

1. If the City chooses to remain included with the urban county, the City is ineligible to apply for grants under the State CDBG program while it is part of the urban county.

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2. If the City chooses to remain included with the urban county, the City would also be a participant in the Housing Opportunities Made Equal (HOME) program, should the County receive HOME funding, and may only receive a formula allocation under the HOME Program as a part of the urban county. This does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows. The County currently does not receive HOME funding.
3. If the City chooses to remain included with the urban county, the City is also a participant in the Emergency Solutions Grant (ESG) program, should the County receive ESG funding directly from the federal government, and may only receive a formula allocation under the ESG Program as a part of the urban county. This does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows.
4. If the City chooses to terminate the Cooperation Agreement and be excluded from the urban county, the City must notify both the county and the HUD Field Office of its election to be excluded by May 8, 2024.
5. If the City chooses to be excluded from the urban county, such election will be effective for the entire three-year period of FY 2025 - 2028, unless the City specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

Thank you for your consideration on this matter. If you have any questions or concerns regarding the process or related HUD procedures, please contact me at jharvey@sjcfl.us or Anna O'Toole, HUD Community Planning and Development Representative at Anna.N.Otoole@hud.gov.

Sincerely,

Jennifer Harvey
Housing and Community Service Manager

Health & Human Services

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 **COPY**



April 8, 2024

Mr. David Birchim
City Manager
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210

Dear Mr. Birchim:

The U.S. Department of Housing and Urban Development (HUD) designated St. Johns County to be an urban county for the purpose of allocating funds for the FY 25-27 Community Development Block Grant (CDBG). At this time, The County is required to requalify as an urban county for FY-25-27. Therefore, the County must notify the City of St. Augustine of its right to elect to be included in, or be excluded from, the urban county. And request the City to make its own intentions by May 01, 2024.

St. Johns County values the CDBG program for funding housing programs, community development, projects, and neighborhood revitalization activities, and the City to participate in the County's CDBG program. However, the County recognizes the City's right to decide which course of action best meets the needs of its citizens.

To assist the City of St. Augustine with the decision to be included in the urban county. Or to continue to be excluded from the urban county, the County advises the City of the following HUD regulations:

1. If the City chooses to be included with the urban county, the City will not be eligible to apply for or participate in grants under the State CDBG program while it is part of the urban county.
2. If the City chooses to be included with the urban county, the City would also be a participant in the Housing Opportunities Made Equal (HOME) program, should the County receive HOME funding, and may only receive a formula allocation under the HOME Program as a part of the urban county. This does not preclude the urban county or the City from applying to the State for HOME funds, if the State allows. The County currently does not receive HOME funding.

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3. If the City chooses to be included with the urban county, the City is also a participant in the Emergency Solutions Grant (ESG) program, should the County receive ESG funding directly from the federal government, and may only receive a formula allocation under the ESG Program as a part of the urban county. This does not preclude the urban county or the City from applying to the State for ESG funds, if the State allows.
4. If the City decides to be included with the urban county, the County and the City must execute a participation agreement, legal review, and governing board approval, in compliance with HUD rules and regulations.
5. The City must notify the County and the HUD Field Office, in writing, prior to May 08, 2024, that it elects to be included or excluded in the urban county. Notice of the City's decision to participate should be provided to the County from the chief executive officer, and approved by City's governing body.
6. If the City chooses to be included in the urban county, such election will be effective for the entire three-year period of FY 2025-2028.
7. If the City chooses to be excluded from the urban county, such election will be effective for the entire three-year period of FY 2025-2028, unless the City specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

Thank you for your consideration on this matter. If you have any questions or concerns regarding the process or related HUD procedures, please contact me at jharvey@sjcfl.us or Anna O'Toole, HUD Community Planning and Development Representative at Anna.N.Otoole@hud.gov.

Sincerely,



Jennifer Harvey
Housing and Community Service Manager

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April 8, 2024

Mrs. Angela TenBroeck
Mayor of Marineland
235 Marine Center Drive
St. Augustine, FL 32080-8622

Dear Mrs. TenBroeck:

The U.S. Department of Housing and Urban Development (HUD) designated St. Johns County to be an urban county for the purpose of allocating funds for the FY 25-27 Community Development Block Grant (CDBG). At this time, The County is required to requalify as an urban county for FY-25-27. Therefore, the County must notify the Town of Marineland, Florida, of its right to elect to be included in, or be excluded from, the urban county. And request the Town to make its own intentions by May 08, 2024.

St. Johns County values the CDBG program for funding housing programs, community development, projects and neighborhood revitalization activities and the Town to participate in the County's CDBG program. However, the County recognizes the Town's right to decide which course of action best meets the needs of its citizens.

To assist the Town of Marineland Florida with the decision to be included in the urban county. Or to continue to be excluded from the urban county, the County advises the Town of the following HUD regulations:

1. If the Town chooses to be included with the urban county, the Town will not be eligible to apply for or participate in grants under the State CDBG program while it is part of the urban county.
2. If the Town chooses to be included with the urban county, the Town would also be a participant in the Housing Opportunities Made Equal (HOME) program, should the County receive HOME funding, and may only receive a formula allocation under the HOME Program as a part of the urban county. This does not preclude the urban county or the Town from applying to the State for HOME funds if the State allows it. The County currently does not receive HOME funding.
3. If the Town chooses to be included with the urban county, the Town is also a participant in the Emergency Solutions Grant (ESG) program, should the

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County receive ESG funding directly from the federal government, and may only receive a formula allocation under the ESG Program as a part of the urban county. This does not preclude the urban county or the Town from applying to the State for ESG funds, if the State allows.

4. If the Town decides to be included with the urban county, the County and the Town must execute a participation agreement, legal review, and governing board approval, in compliance with HUD rules and regulations.
5. The Town must notify the County and the HUD Field Office, in writing, prior to May 08, 2024, that it elects to be included or excluded in the urban county. Notice of the Town's decision to participate should be provided to the County by the chief executive officer and approved by the Town's governing body.
6. If the Town chooses to be included in the urban county, such election will be effective for the entire three-year period of FY 2025-2028.
7. If the Town chooses to be excluded from the urban county, such election will be effective for the entire three-year period of FY 2025-2028, unless the Town specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

Thank you for your consideration on this matter. If you have any questions or *concerns* regarding the process or related HUD procedures, please contact me at jharvey@sjcfl.us or Anna O'Toole, HUD Community Planning and Development Representative at Anna.N.Otoole@hud.gov.

Sincerely,



Jennifer Harvey
Housing and Community Service Manager



City of St. Augustine Beach

2200 A1A South
St. Augustine Beach, FL 32080
www.staugbch.com

CITY MGR. (904) 471-2122
FAX (904) 471-4108

BLDG & ZONING (904) 471-8758
FAX (904) 471-4470

April 15, 2024

Jennifer Harvey
Housing and Community Service Manager
Health & Human Services
200 San Sebastian View, Suite 2300
Saint Augustine, FL 32084

RE: CDBG Program Cooperation Agreement

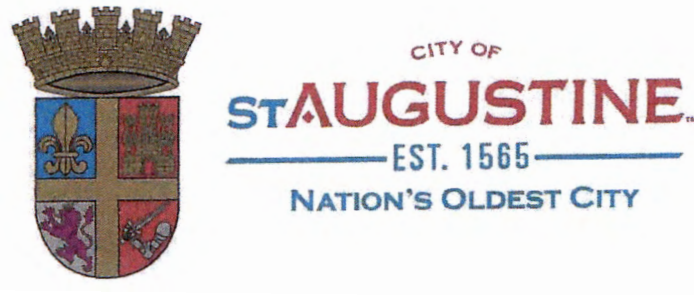
Dear Ms. Harvey,

In reply to your letter of April 8, 2024, the City of Saint Augustine Beach wishes to be included in the urban county designation and to continue the Cooperation Agreement.

Sincerely,

Max Royle
City Manager

RECEIVED
APR 19 2024



April 12, 2024

Jennifer Harvey
Housing and Community Service Manager
St. Johns County
200 San Sebastian Way, Suite 2300
St. Augustine, FL 32084

RE: Election for Participation in FY-25-27 Community Development Block Grant (CDBG) Program

Dear Jennifer:

The City of St. Augustine elects to be excluded from St. Johns County's intent to apply for Urban County status with the U.S. Department of Housing and Urban Development (HUD).

The City is currently working with a CDBG grant for the St. Francis House. We would not be able to obtain this grant funding if we became a participant under the State CDBG program while part of the urban county. Additionally, it could also affect other possible applications for future CDBG awards we could be eligible for. Thank you for your consideration.

Sincerely yours,

A handwritten signature in blue ink that reads "David Birchim".

David Birchim
City Manager

xc: Meredith Breidenstein, Asst City Manager
Corey Sakryd, Director General Services



May 2, 2024

Jennifer Harvey
Housing and Community Services Manager
St. Johns County Board of County Commissioners
1769 E. Moody Blvd., Bldg #5
Bunnell, FL 32110
mlagasse@flaglercounty.gov

RE: Town of Marineland - CDBG Urban County

Dear Ms. Harvey:

At the Town of Marineland Commission meeting of April 18th, the Town Commission voted to be included in St. Johns County CDBG Urban County designation for FY 25-27. The Town understands that it cannot apply individually through the State for a CDBG grant for FY 25-28.

If you have any questions or need additional information, please let me know.

Sincerely,

Janis K. Fleet, AICP
Town Planner
Town of Marineland

Town of Marineland Regular Meeting Minutes

April 18, 2024

Mayor Angela TenBroeck
Commissioner Gary Inks
Dennis Bayer, Town Attorney
Suzanne Dixon, Town Manager
Janis Fleet, Town Planner
Lexy Taylor, Town Clerk
Mark Simpson, Town Financial Director
Eric Ziecheck, Marineland Marina Manager
Mike Lagasse, Flagler County
Frank Barbuti, Flagler County
Adam Mengel, Flagler County
Members of the Public

1. The meeting was called to order by Mayor TenBroeck at 6:00 PM.
 - Pledge of Allegiance
2. Additions, Deletions, or Modifications to the Agenda: None.
3. Announcements by the Mayor: Mayor TenBroeck will be speaking at the Earth Day event panel in Jacksonville.
4. Recognitions, Proclamations, or Presentations: Suzanne Dixon Day is April 19th.
5. Community Outreach: None.
6. Consent Agenda
 - Commissioner Inks requested the March meeting minutes be pulled to include additional comments that were missed in his Commissioner Report. Tourism tax is down 2.5%, the new Tourism Welcome Center being planned was quite impressive, and they secured a new advertising agency Aqua out of Tampa.
 - The motion to accept the consent agenda items and March meeting minutes to include Commissioner Inks amendments, was made by Commissioner Inks/2nd Mayor TenBroeck.
7. General Business:
 - a. Whitney 5k Thank You - Cat Eastman (absent)
 - Cat shared via email that there were 159 runners that crossed the finish line including first timers, and they heard great things about the park. Cat thanked the Town, Ragga Surf, and Attraction for sponsoring the race.
 - b. Discussion of Fire Hydrants
 - Mayor TenBroeck shared that University of Florida is still reporting a lack of pressure in their lines and they will be pursuing further action.
 - c. Discussion of River-To-Sea Management Plan
 - The Commission discussed the current management plan and potential eco-tourism opportunities.
8. Additional Reports and Comments:
 - i. Financial Director Reports/Comments:
 - The Commission discussed the financial statements with Financial Director Simpson.
 - ii. Town Manager Dixon Report/ Comments
 - Manager Dixon updated the Commission on the event applications.
 - i. Town Planner Fleet Reports/Comments
 - Planner Fleet shared updates on potential project funding.
 - Planner Fleet read a letter from St. Johns County asking if the Town wanted to be included in St. Johns County's CDBG Urban County designation. The Commission voted 2-0 to be included in St. Johns County CDBG Urban County designation and directed Planner Fleet to send a letter to St. Johns County indicating the Commission's desire to be included with St. Johns County's CDBG Urban County designation.

8. Additional Reports & Comments:

- i. Town Clerk Taylor Reports/Comments: No updates.
- ii. Town Marina Manager Reports/Comments:
 - Eric Ziecheck shared that the FEMA timeline extension request is still being processed. In the meantime, Ziecheck has been collecting proposals for the repairs in accordance to the Town's procurement policy. No trespassing signs have been put up. The pylon inspections will start in May and will provide additional information on how to move forward. The marina is moving into hurricane season and boaters are being prepared with their preparedness plan.
- iii. Town Attorney Reports/Comments
 - Attorney Bayer updated the Commission on ongoing discussions.

9. Public Comment: None.

10. Commissioner Reports/Comments

- i. Commissioner Inks: Commissioner Inks inquired about reporting discussions from stakeholder meetings. The Commission discussed information brought up in the stakeholder meetings and continuing to share it at Town meetings.

- i. Mayor TenBroeck: None.

The next Town Meeting will be May 16, 2024 at 6:00pm.

The next quarterly CRA meeting will be July 18, 2024 at 5:30pm.

The motion to dismiss was made by Commissioner Inks/ 2nd Mayor TenBroeck. The motion carried with no objections.

The meeting was adjourned at 7:05pm.

Respectfully submitted by Lexy Taylor, Town Clerk.



St. Johns County Board of County Commissioners

Office of the County Attorney

June 24, 2024

U.S. Dept. of Housing and Urban Development
Jacksonville Field Office
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

RE: St. Johns County, Florida - Urban County requalification for FYs 2025–2027

St. Johns County is in the process of applying for renewal of its urban county status for the Community Development Block Grant (CDBG) program with the Department of Housing and Urban Development (HUD).

Since its initial application for urban county status in 2015, the County has had a Cooperative Agreement with the City of St. Augustine Beach (“City”) to include the City’s population in the County’s request for funding under the CDBG Entitlement program, and where applicable, the Housing Opportunities Made Equal (HOME) and the Emergency Solution Grants (ESG) Programs. By its terms and conditions, the Cooperative Agreement automatically renews for the City’s participation in successive three (3) year urban county qualification periods, unless the County or City provides notification of termination.

As legal counsel for St. Johns County, this letter serves as my opinion regarding the legal sufficiency of the Cooperative Agreement dated September 10, 2015 entered into by and between St. Johns County and City of St. Augustine Beach. Upon review, I find, the terms and provisions of the Agreement remain in full force and effect and are authorized by state and local law and provide full legal authority for St. Johns County to undertake, or assist in undertaking, essential community development and housing assistance activities.

Respectfully,

A handwritten signature in blue ink that reads "Kealey A. West".

Kealey A. West
Senior Assistant County Attorney
(904) 209-0816
kwest@sjcfl.us