

BONITA/05

LEE COUNTY CONTRACT NO. \_\_\_\_\_

**URBAN COUNTY COOPERATION AGREEMENT**

**THIS URBAN COUNTY COOPERATION AGREEMENT**, entered into this 29<sup>th</sup> day of June 2004 by and between LEE COUNTY, a political subdivision of the State of Florida through its governing body, the Board of County Commissioners (hereinafter referred to as the "County"); and Bonita Springs, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City").

**WITNESSETH**

**WHEREAS,** the Housing and Community Development Act of 1974, as amended, makes provision whereby counties may enter into cooperation agreements with certain units of government to carry out activities which will be funded from annual HUD Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Entitlement funds; and

**WHEREAS,** the cooperation of the City and County is ESSENTIAL for the successful planning and implementation of the Community Development Block Grant and HOME programs under an "'Urban County" designation by the U.S. Department of Housing and Urban Development; and,

**WHEREAS,** the City has opted to be included in the Urban County Program for Federal Fiscal Years 2005, 2006, and 2007.

BSC-04-06-87  
C5b  
6-29-04

**NOW, THEREFORE, BE IT ORDAINED** the County and the City hereby agree as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as it set out herein at length.
2. This agreement shall cover both the County's Federal HUD CDBG and HOME entitlement programs Fiscal Years 2005, 2006, and 2007.
3. This agreement remains in effect until the CDBG and HOME funds and income received with respect to this three-year urban county qualification period (and any successive qualification periods) are expended and the funded activities completed. Neither party may terminate or withdraw from this agreement while it remains in effect.
4. This agreement will be automatically renewed at the option of the County for participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's Urban County qualification notice for the next qualification period, Lee County will notify the City of Bonita Springs of its right to be automatically renewed or withdraw from the Urban County.
5. Failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County

Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice will void the automatic renewal of such qualification period.

6. The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.
7. The County and the City are obligated to take all action necessary to assume compliance with the County's certification required by Section 104 (b) of Title I of the Housing and Community 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. This agreement prohibits Urban County funding for activities that do not affirmatively further fair housing within the City's jurisdiction or that impedes the County's actions to comply with its fair housing certification.
9. The City has adopted and is enforcing:
  - a. a policy prohibiting the use of excessive force by enforcement agencies within its jurisdiction against

individuals engaged in non-violent civil right demonstrations; and

- b. a policy of enforcing applicable State and local law against physically barring entrance to or exit from facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

- 10. Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirements for a written agreement set forth in 24 CFR 570.503.
- 11. The County has final responsibility for selecting CDBG and HOME activities and annually filing the Final Statements with HUD.
- 12. By executing this cooperation agreement the City understands that it:
  - a. May not apply for grants under the Small Cities or State CDBG programs from appropriations for fiscal year during the period in which it is participating in the Urban County's CDBG program; and
  - b. May not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation, but may apply directly to the State for HOME funds.

13. Any disputes between the City and County regarding any other issues not required to meet the conformance of the HUD program may be resolved between the Board of County Commissioners and the City Council. In the event that the dispute cannot be resolved between the Board of County Commissioners and the City Council, Chapter 164, Florida Statutes, regarding dispute resolution shall be applicable.

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

**CITY OF BONITA SPRINGS**

BY: JAY AREND  
Name  
Signature of Authorized Officer

MAYOR  
Title

6-4-04  
Date

**NOTARY**

BY: Dianne J. Lynn  
Notary of Public (Signature)

Dianne J. Lynn  
Name



Dianne J. Lynn  
MY COMMISSION # CC955774 EXPIRES  
September 27, 2004  
BONDED THRU TROY FAIR INSURANCE, INC.

**COUNTY: LEE COUNTY**

BY: John E. Albin  
Name  
Signature of Authorized Officer

Board of County Commissioners  
Title

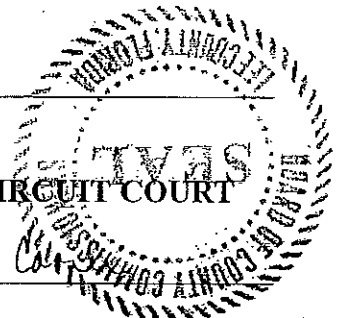
6/29/04  
Date

**ATTEST: CLERK OF CIRCUIT COURT**

BY: Michelle B. Coats  
Deputy Clerk

**APPROVED AS TO FORM**

BY: Andrew R. Jaser  
County Attorney's Office



The terms and provisions of this agreement are fully authorized under State and local law. This agreement provides full legal authority for Lee County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

By: Andrew R. Jaser  
Assistant County Attorney  
Office of the County Attorney  
Lee County Board of County Commissioners

Date: July 1, 2004

LEE COUNTY CONTRACT NO. \_\_\_\_\_

## URBAN COUNTY COOPERATION AGREEMENT

THIS URBAN COUNTY COOPERATION AGREEMENT, entered into this 29<sup>th</sup> day of June 2004 by and between LEE COUNTY, a political subdivision of the State of Florida through its governing body, the Board of County Commissioners (hereinafter referred to as the "County"); and Fort Myers Beach, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "Town").

## WITNESSETH

## WHEREAS,

the Housing and Community Development Act of 1974, as amended, makes provision whereby counties may enter into cooperation agreements with certain units of government to carry out activities which will be funded from annual HUD Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Entitlement funds; and

## WHEREAS,

the cooperation of the Town and County is ESSENTIAL for the successful planning and implementation of the Community Development Block Grant and HOME programs under an "Urban County" designation by the U.S. Department of Housing and Urban Development; and,

## WHEREAS,

the Town has opted to be included in the Urban County Program for Federal Fiscal Years 2005, 2006, and 2007.

**NOW, THEREFORE, BE IT ORDAINED** the County and the Town hereby agree as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as it set out herein at length.
2. This agreement shall cover both the County's Federal HUD CDBG and HOME entitlement programs Fiscal Years 2005, 2006, and 2007.
3. This agreement remains in effect until the CDBG and HOME funds and income received with respect to this three-year urban county qualification period (and any successive qualification periods) are expended and the funded activities completed. Neither party may terminate or withdraw from this agreement while it remains in effect.
4. This agreement will be automatically renewed at the option of the County for participation in successive three-year qualification periods, unless the County or the Town provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's Urban County qualification notice for the next qualification period, Lee County will notify the Town of Fort Myers Beach of its right to be automatically renewed or withdraw from the Urban County.
5. Failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County



Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice will void the automatic renewal of such qualification period.

6. The County and the Town agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.
7. The County and the Town are obligated to take all action necessary to assume compliance with the County's certification required by Section 104 (b) of Title I of the Housing and Community 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. This agreement prohibits Urban County funding for activities that do not affirmatively further fair housing within the Town's jurisdiction or that impedes the County's actions to comply with its fair housing certification.
9. The Town has adopted and is enforcing:
  - a. a policy prohibiting the use of excessive force by enforcement agencies within its jurisdiction against

individuals engaged in non-violent civil right demonstrations; and

- b. a policy of enforcing applicable State and local law against physically barring entrance to or exit from facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

- 10. Pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirements for a written agreement set forth in 24 CFR 570.503.
- 11. The County has final responsibility for selecting CDBG and HOME activities and annually filing the Final Statements with HUD.
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  - a. May not apply for grants under the Small Cities or State CDBG programs from appropriations for fiscal year during the period in which it is participating in the Urban County's CDBG program; and
  - b. May not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation, but may apply directly to the State for HOME funds.

13. Any disputes between the Town and County regarding any other issues not required to meet the conformance of the HUD program may be resolved between the Board of County Commissioners and the Town Council. In the event that the dispute cannot be resolved between the Board of County Commissioners and the Town Council, Chapter 164, Florida Statutes, regarding dispute resolution shall be applicable.

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

**TOWN OF FORT MYERS BEACH**

B BY: Bill Thomas  
Name Bill Thomas  
Signature of Authorized Officer  
Mayor  
Title  
June 7, 2004  
Date

**NOTARY**

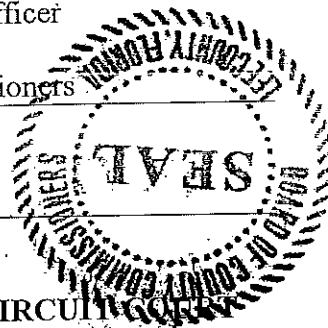
BY: Jill C Bitterman  
Notary of Public (Signature)  
Jill C BITTERMAN  
Name



**OFFICIAL SEAL**  
Jill C. Bitterman  
DD# 101828  
My Commission Expires March 20, 2006

**COUNTY: LEE COUNTY**

BY: John E. Albion  
Name John E. Albion  
Signature of Authorized Officer  
Board of County Commissioners  
Title  
6/29/04  
Date



**ATTEST: CLERK OF CIRCUIT COURT**

BY: Michelle S. Cooper  
Deputy Clerk  
**APPROVED AS TO FORM**  
BY: Andrea B. Graser  
County Attorney's Office

The terms and provisions of this agreement are fully authorized under State and local law. This agreement provides full legal authority for Lee County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

By: Andrea B. Graser  
Assistant County Attorney  
Office of the County Attorney  
Lee County Board of County Commissioners

Date: July 1, 2004

LEE COUNTY CONTRACT NO. \_\_\_\_\_

## URBAN COUNTY COOPERATION AGREEMENT

THIS URBAN COUNTY COOPERATION AGREEMENT, entered into this 29<sup>th</sup> day of

June 2004 by and between LEE COUNTY, a political subdivision of the State of Florida through its governing body, the Board of County Commissioners (hereinafter referred to as the "County"); and Sanibel, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City").

## WITNESSETH

**WHEREAS,** the Housing and Community Development Act of 1974, as amended, makes provision whereby counties may enter into cooperation agreements with certain units of government to carry out activities which will be funded from annual HUD Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Entitlement funds; and

**WHEREAS,** the cooperation of the City and County is ESSENTIAL for the successful planning and implementation of the Community Development Block Grant and HOME programs under an "Urban County" designation by the U.S. Department of Housing and Urban Development; and,

**WHEREAS,** the City has opted to be included in the Urban County Program for Federal Fiscal Years 2005, 2006, and 2007.

**COPY**

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5. Failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County

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

**CITY OF SANIBEL**

BY: Marty Harrity  
Name  
[Signature]  
Signature of Authorized Officer

Mayor, City of Sanibel  
Title

June 25, 2004  
Date

**NOTARY**

BY: [Signature]  
Name  
Charmaine L. Yeadon  
Notary Public (Signature)  
March 31, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.

**APPROVED AS TO FORM:**

[Signature]  
**CITY ATTORNEY**

**COUNTY: LEE COUNTY**

BY: John E. Albion  
Name  
[Signature]  
Signature of Authorized Officer

Board of County Commissioners  
Title

6/29/04  
Date

**ATTEST: CLERK OF CIRCUIT COURT**

BY: [Signature]  
Name  
Deputy Clerk  
APPROVED AS TO FORM  
BY: [Signature]  
County Attorney's Office

The terms and provisions of this agreement are fully authorized under State and local law. This agreement provides full legal authority for Lee County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

By: [Signature]  
Assistant County Attorney  
Office of the County Attorney  
Lee County Board of County Commissioners

Date: July 1, 2004