

URBAN COUNTY COOPERATION AGREEMENT

THIS URBAN COUNTY COOPERATION AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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 the VILLAGE OF ESTERO, a municipal corporation of the State of Florida (hereinafter referred to as the “Village”).

WITNESSETH

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions 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) , HOME Investment Partnership

Program (HOME), and Emergency Solutions Grant (ESG) entitlement funds; and WHEREAS, the cooperation of the Village and County is essential for the successful planning and implementation of the CDBG, HOME and ESG Programs under an “Urban County” designation by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Village has opted to be included in the Urban County Program for Federal this Resolution covers the period necessary to carry out activities which will be funded from appropriations for the federal fiscal years 2020, 2021, and 2022 for which Lee County is to qualify and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the Village of Estero; and

WHEREAS, the Village of Estero, Florida and the Lee County Board of County Commissioners agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the Village of Estero agrees to use its powers in the carrying out of the essential activities in accordance with the Urban County's Program; and

WHEREAS, the Lee County Board of County Commissioners and the Village of Estero agree to take all necessary actions to comply with the 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, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; and

WHEREAS, this agreement prohibits Urban County funding for activities that do not affirmatively further fair housing within the Village's jurisdiction or that impedes the County's actions to comply with its fair housing certification.

WHEREAS, the Village of Estero has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and (2) a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction; and

WHEREAS, pursuant to 24 CFR 570.501(b), the Village of Estero is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503; and

WHEREAS, the Village of Estero has opted to be included in the Urban County Program for three years and agrees to abide by the Urban County Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of Village of Estero Lee County, Florida and the Lee County Board of County Commissioners agree as follows:

- a.* The recitals as set forth above are incorporated into the terms of this Agreement as it set out herein at length.
- b.* The County agrees to allocate to the Village of Estero the annual entitlement allocation for the City as determined by the Secretary of HUD for fiscal years 2020, 2021, and 2022.
- c.* This agreement remains in effect until the CDBG, HOME, and ESG funds and income received with respect to this three-year urban county qualification periods (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.
- d.* 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 periods. By the date specified in HUD's Urban County Qualification notice for the next qualification period, Lee County will notify the Village of Estero of its right to be automatically renewed or withdraw from the Urban County.
- e.* Failure by either party to adopt an amendment to the agreement incorporation all changes necessary to meet the requirement for cooperation agreements set forth in the Urban

- County Qualification Notice applicable for the 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.
- f.* The County shall authorize the Village of Estero to use the aforementioned CDBG Funds to implement its CDBG program activities provided such activities are in accordance with the Lee County Consolidated Plan and HUD regulations. In conformance with the Lee County Consolidated Plan, the Village of Estero will propose projects for inclusion in each year's Annual Plan which conform to 24 CFR 570 Subpart C and specifically, which conform to the following eligible activity types: Acquisition of Real Property (24 CFR 570.201(a)); Public Facilities and Improvements ( 24 CFR 570.201(c)); Clearance and Demolition (24 CFR 570.201(d)); Public Services (24 CFR 570.201(e) (The amount of CDBG funds used for Public Service activities cannot exceed 15% of the municipality's annual entitlement unless agreed to by the County)); Construction of Housing (under limited circumstances as defined in regulations) (24 CFR 570.201(m)); Direct Homeownership Assistance (24 CFR 570.201(n)); Rehabilitation - Single Unit Residential (24 CFR 570.202); Rehabilitation - Multi Unit Residential (24 CFR 570.202); Acquisition - for Rehabilitation (24 CFR 570.202); Rehabilitation Administration (24 CFR 570.202); and Code Enforcement (24 CFR 570.202(c). Projects identified for other eligible activity types must be agreed to by the County. Allocations of \$20,000 or less must be allocated entirely to one activity, unless agreed to by the County.
- g.* The County has final responsibility for selecting CDBG, HOME and ESG program activities and annually filing the Final Statements with HUD. The County agrees to provide staff and technical assistance to the Village of Estero for reasonable activities in the planning,

- implementation, administration, and reporting of CDBG projects. The County will charge the municipality a general administrative operating fee, not to exceed 20% of the City's total entitlement. The general administrative operating fee will be based on the actual program administration rate of the County's previous fiscal year.
- h.* The County will notify the Village of Estero by January 1 of each year, the estimated amount of the City's allocation and the general administrative operating fee for the upcoming October 1 fiscal year.
  - i.* By May 1 of each year, the Village of Estero shall send a list of proposed activities to the County for an eligibility determination.
  - j.* By August 1 of each year, the Village of Estero will officially notify the County in writing of how the funds will be allocated, in accordance item *b*.
  - k.* The Village of Estero agrees to expend funds from the yearly entitlement allocation within 18 months of the first day of October of each entitlement program year. If the City fails to expend funds within the 18 month time frame, the County has the right to expend these funds in accordance with HUD timeliness guidelines.
  - l.* CDBG funds will be utilized through one of the following mechanisms:
    - 1. A program or activity administered directly by the municipality.
    - 2. A program or activity administered by a not for profit organization with IRS 501(c)3 status. The municipality must enter into a formal written agreement with the sub recipient, which includes all regulatory requirements found in 24 CFR 570.
    - 3. A Memorandum of Understanding (MOU) to purchase services provided by Lee County such as housing rehabilitation. The municipality will enter into an MOU with the appropriate County department.

The County will enter into a contract with the Village of Estero for programs or activities directly administered by the municipality or provided by a subrecipient. The municipality and all subrecipients are subject to all CDBG regulatory and programmatic requirements. The Village of Estero will provide all County and HUD-required documentation and designate a staff person responsible for meeting all HUD reporting and performance requirements.

- m.* The Village of Estero is responsible to meet all required timeframes as identified by the County in order for the County to report to HUD as required. Failure to provide required reporting documents to meet all required timeframes as designated by the County may result in the County assessing a fine. The County will be responsible for the overall administration including, but not limited to the HUD Consolidated Plan, performance reports, and management of the CDBG program in accordance with the applicable HUD regulations.
- n.* The Village of Estero agrees to abide by all HUD regulations in regard to real property acquired or improved in whole or in part using the CDBG funds and to notify the County in writing prior to disposition of or transfer of real property. Any program income generated from the disposition or transfer of property shall be paid to the County.
- o.* The Village of Estero will hold the County harmless for any expenditures that are made by the Village of Estero or any subrecipient agency. The Village of Estero will reimburse the County for any HUD entitlement funds that are expended by the Village of Estero or any subrecipient agency that do not conform to HUD or County guidelines along with any fines, penalties, or legal costs incurred as a result of such action. As required by Consolidated and Further Continuing Appropriations Act, 2016, Public Law 114-113, the Village of

Estero may not sell, trade or otherwise transfer all or any portion of funds 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, credit or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

*p.* By executing this cooperation agreement the Village understands that it:

1. May not apply for grants under the Small Cities or State CDBG programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program; and
  2. 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, if the State allows.
  3. May not receive a formula allocation under the ESG program except through the Urban County, but may apply directly to the State for ESG funds, if the State allows.
- q.* Any disputes between the Village of Estero and County regarding any other issues not required to meet the conformance of the HUD program may be resolved by the Board of County Commissioners and the Council of the Village of Estero. In the event that the dispute cannot be resolved between the Board of County Commissioners and the Council of the Village of Estero, Chapter 164, Florida Statutes regarding dispute resolution shall be applicable.

Section 2. The Mayor and /or Chairman is hereby authorized to sign this Agreement and the Village Clerk to attest to same.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

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

Village of Estero

BY: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST: VILLAGE CLERK

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Village Attorney's Office

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

COUNTY: | LEE COUNTY

BY: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title - Board of County Commissioners

\_\_\_\_\_  
Date

ATTEST: CLERK OF CIRCUIT COURT

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: \_\_\_\_\_  
County Attorney's Office

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date