

URBAN COUNTY COOPERATION AGREEMENT
BETWEEN COLLIER COUNTY
AND
CITY OF NAPLES

THIS URBAN COUNTY COOPERATION AGREEMENT, by and between Collier County, a political subdivision of the State of Florida through its Board of County Commissioners of Collier County, Florida (hereinafter referred to as the "County"); and the City of Naples, 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 Federal Housing and Urban Development (HUD) Community Development Block Grant program funds; and

WHEREAS, the cooperation of the City and County is essential for the successful planning and implementation of the Community Development Block Grant (CDBG) program 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 2013 - 2015.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET FORTH HEREIN, THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AND THE CITY OF NAPLES, FLORIDA AGREE AS FOLLOWS:

1. This Agreement covers the County's and the City's participation during Fiscal Years 2013 through 2015 in the HUD Community Development Block Grant Entitlement program.

2. This Agreement will be automatically renewed for participation in successive three-year qualification periods, unless either the County or the City provides written notice 90 days prior to the start of the Federal Fiscal Year that 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, Collier County will notify the City of Naples of its right to be automatically renewed or withdraw from the Urban County designation.
3. Failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements 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.
4. Neither party may terminate or withdraw from this agreement while it remains in effect. This Agreement will remain in effect until all of the CDBG funds and income received with respect to this three-year urban county qualification period (and any successive qualification periods) are expended and the correspondingly funded activities have been completed.
5. The County and the City agree to cooperate to undertake, or assist in undertaking community renewal and lower income housing assistance activities, including but not limited to, (a) acquisition of property for disposition for private reuse, especially for low and moderate income housing, (b) direct rehabilitation of or financial assistance to housing, (c) low rent housing activities, (d) disposition of land to private developers for appropriate redevelopment, and (e) condemnation of property for low income housing.
6. The County and the City are obligated to take all actions necessary to assure 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.

7. This Agreement prohibits the City's use and the County's use of Urban County funding for activities, in or in support of the City or County that do not affirmatively further fair housing within its jurisdiction or that impede the County's actions to comply with its fair housing certification.
8. The County and City have adopted and are 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 nonviolent civil rights demonstrations within its jurisdiction.
9. 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.
10. The County has final responsibility for administration of CDBG activities and annually filing the Action Plans with HUD. The City has responsibility for day to day implementation of its programs.
11. The County and City agree to work cooperatively on providing technical assistance in the planning, administration and implementation of CDBG Entitlement activities.
12. By executing this cooperation agreement the City expressly understands and agrees that:
 - a. it 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
 - b. it may use the funds received pursuant to this agreement only for

HUD eligible uses.

13. City of Naples will receive its CDBG funding based on the HUD allocation formula for HUD eligible projects in Naples. If HUD determines that the proposed uses of the funds are not eligible under HUD guidelines and requires reimbursement then the City of Naples will immediately reimburse the County the amounts determined not to have been properly expended.
14. Disputes between Collier County and the City of Naples will be resolved through the procedures contained in Chapter 164, Florida Statutes.

SIGNATURE PAGE TO FOLLOW

**LEGAL CERTIFICATION
BY
COLLIER COUNTY'S COUNSEL**

As the legal counsel for Collier County, I hereby state that the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, including but not limited to, (a) acquisition of property for disposition for private reuse, especially for low and moderate income housing, (b) direct rehabilitation of or financial assistance to housing, (c) low rent housing activities, (d) disposition of land to private developers for appropriate redevelopment, and (e) condemnation of property for low income housing.

Jennifer B. White,
Assistant County Attorney
Collier County, Florida

Date

**LEGAL CERTIFICATION
BY
CITY OF NAPLES'S COUNSEL**

As the legal counsel for the City of Naples, I hereby state that the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the City to undertake or assist in undertaking essential community development and housing assistance activities, including but not limited to, (a) acquisition of property for disposition for private reuse, especially for low and moderate income housing, (b) direct rehabilitation of or financial assistance to housing, (c) low rent housing activities, (d) disposition of land to private developers for appropriate redevelopment, and (e) condemnation of property for low income housing.

Robert D. Pritt, City Attorney
City of Naples, Florida

Date