

Lee County Board Of County Commissioners
Agenda Item Summary

June 11, 2004

Blue Sheet No. 20040794

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the Urban County Cooperative Agreements with Bonita Springs, Fort Myers Beach and Sanibel for the three year qualification period HUD FY 2005-2007. Approve the submission of a Legal Opinion by the County Attorney's Office required by the Department of Housing and Urban Development. Authorize the Board Chair to sign Cooperative Agreements, Cover Letters, and the Joint Resolutions once prepared.

WHY ACTION IS NECESSARY: Update Cooperative Agreements and Legal Opinion, and authorize the Chairman to sign agreements, cover letter, and resolutions.

WHAT ACTION ACCOMPLISHES: Meets the United States Department of Housing and Urban Development (HUD) Urban County requirements.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #

Countywide CW

C5B

3. MEETING DATE:

06-29-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER 24 CFR
570.307 (a)

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER N/A
- B. DEPARTMENT Human Services
- C. DIVISION N/A
- BY: Karen Hawes, Director

7. BACKGROUND: Lee County receives HUD entitlement funds as a participant in a HUD required and defined "Urban County" (jurisdiction with an unincorporated population greater than 200,000). Urban Counties are required to give municipalities that do not receive an entitlement allocation, an opportunity to participate in the Community Development Block Grant Program.

The current Urban County Cooperative Agreements with City of Bonita Springs, Town of Fort Myers Beach, and City of Sanibel are valid until September 30, 2005. Since all municipalities opted to continue in the Urban County consortium, the Cooperative Agreements are being updated for the 2005-2007 period. A legal opinion of the County Attorney that the agreements are valid and will remain in force must be submitted to HUD by July 7, 2004.

A draft joint resolution that will be signed by all three municipalities is also attached. This joint resolution provides details on what CDBG eligible activities the municipalities can undertake as well as administrative details. Once the joint resolutions are approved by the respective City/Town Councils, they will be forwarded to the Board Chairman for signature.

Attached:
 Urban County Cooperative Agreements from Bonita Springs, Fort Myers Beach, Sanibel (Following signature of municipality will be forwarded for Board Chairman signature)
 Legal Opinion of the County Attorney
 Draft Joint Resolution

8. MANAGEMENT RECOMMENDATIONS:

Staff recommends approval

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
	N/A	N/A	N/A	<i>[Signature]</i>	OA	OM	Risk	GC	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 6/14/04
 Time: 10:00 am
 Forwarded To: [Signature]

RECEIVED BY
 COUNTY ADMIN: [Signature]
6/14/04
11:35 am
 COUNTY ADMIN
 FORWARDED TO: [Signature]
6/14/04



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 652-7930

Bob Janes
District One

Douglas R. St. Cerny
District Two

June 3, 2004

Ray Judah
District Three

Andrew W. Coy
District Four

Mr. John Gucciardo
Deputy Town Manager
Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, FL 33931

John E. Albion
District Five

Donald D. Stitwell
County Manager

James G. Yaeger
County Attorney

**SUBJECT: Community Development Block Grant (CDBG)
Urban County "Cooperative Agreement" Document
HUD Fiscal Years 2005, 2006, 2007**

Diana M. Parker
County Hearing Examiner

Dear Mr. Gucciardo:

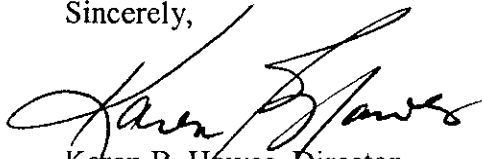
Our letter of April 28th notified you that the HUD Urban County "Cooperative Agreement" between Lee County Board of County Commissioners and your municipality is an automatically-renewing document unless this office and the Department of Housing and Urban Development (HUD) are notified of the intention to terminate by the HUD deadline which has now passed. We are therefore forwarding the continuing new "Cooperative Agreement" document unchanged except for dates updated to HUD FY 2005, 2006, and 2007. (Note that the County Attorney's Office is currently reviewing the document; however, no alterations are anticipated)

This continuing "Cooperative Agreement" is for a minimum period of three years and obligates the municipality to Civil Rights, Fair Housing and all other applicable regulations. Under this agreement, Lee County has full responsibility for execution of the Community Development Block Grant program, for following its Consolidated Plan, and for meeting the requirements of all applicable laws. Administrative costs will be charged to the City for this service and these will be covered under an entirely separate Joint Resolution to be forwarded in the near future.

Please have the Cooperative Agreement signed and returned to **this office no later than June 16** for processing with the Board of County Commissioners prior to the HUD deadline for these agreements.

If you have any questions regarding this matter, please let me know.

Sincerely,



Karen B. Hawes, Director
Department of Human Services

C: Donald Stilwell, County Manager
Holly Schwartz, Assistant County Manager
Andrea Fraser, County Attorney
Roger Mercado, Program Manager, Department of Human Services
Richard Faris, Senior Planner, Department of Human Services

URBAN COUNTY COOPERATION AGREEMENT

THIS URBAN COUNTY COOPERATION AGREEMENT, entered into this ____ day of _____ 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.

12. By executing this cooperation agreement the Town 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 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

COUNTY: LEE COUNTY

BY: _____
Name

BY: _____
Name

Signature of Authorized Officer

Signature of Authorized Officer

Title

Board of County Commissioners
Title

Date

Date

NOTARY

ATTEST: CLERK OF CIRCUIT COURT

BY: _____
Notary of Public (Signature)

BY: _____

APPROVED AS TO FORM

Name

BY: _____
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: _____
Assistant County Attorney
Office of the County Attorney
Lee County Board of County Commissioners

Date: _____

Bob Janes
District One

Douglas R. St. Cerny
District Two

June 3, 2004

Ray Judah
District Three

Andrew W. Coy
District Four

Mr. Gary Price
City Manager

John E. Albion
District Five

City of Bonita Springs
9220 Bonita Beach Road, Ste. #111
Bonita Springs, FL 34135

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

**SUBJECT: Community Development Block Grant (CDBG)
Urban County "Cooperative Agreement" Document
HUD Fiscal Years 2005, 2006, 2007**

Diana M. Parker
County Hearing Examiner

Dear Mr. Price:

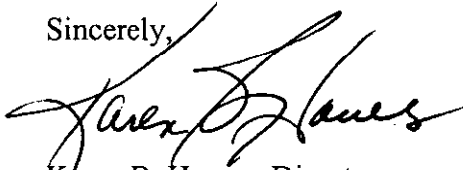
Our letter of April 28th notified you that the HUD Urban County "Cooperative Agreement" between Lee County Board of County Commissioners and your municipality is an automatically-renewing document unless this office and the Department of Housing and Urban Development (HUD) are notified of the intention to terminate by the HUD deadline which has now passed. We are therefore forwarding the continuing new "Cooperative Agreement" document unchanged except for dates updated to HUD FY 2005, 2006, and 2007. (Note that the County Attorney's Office is currently reviewing the document; however, no alterations are anticipated)

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Please have the Cooperative Agreement signed and returned to **this office no later than June 16** for processing with the Board of County Commissioners prior to the HUD deadline for these agreements.

If you have any questions regarding this matter, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen B. Hawes". The signature is fluid and cursive, with the first name "Karen" being the most prominent.

Karen B. Hawes, Director
Department of Human Services

C: Donald Stilwell, County Manager
Holly Schwartz, Assistant County Manager
Andrea Fraser, County Attorney
Roger Mercado, Program Manager, Department of Human Services
Richard Faris, Senior Planner, Department of Human Services

URBAN COUNTY COOPERATION AGREEMENT

THIS URBAN COUNTY COOPERATION AGREEMENT, entered into this ____ day of _____ 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.

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

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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.

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 - 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.

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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 BONITA SPRINGS

COUNTY: LEE COUNTY

BY: _____
Name

BY: _____
Name

Signature of Authorized Officer

Signature of Authorized Officer

Title

Board of County Commissioners
Title

Date

Date

NOTARY

ATTEST: CLERK OF CIRCUIT COURT

BY: _____
Notary of Public (Signature)

BY: _____

APPROVED AS TO FORM

Name

BY: _____
County Attorney's Office

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By: _____
Assistant County Attorney
Office of the County Attorney
Lee County Board of County Commissioners

Date: _____

Bob Janes
District One

Douglas R. St. Cerny
District Two

June 3, 2004

Ray Judah
District Three

Andrew W. Coy
District Four

Ms. Judy Zimomra

John E. Albion
District Five

City Manager

Donald D. Stilwell
County Manager

City of Sanibel

800 Dunlop Road

James G. Yaeger
County Attorney

Sanibel, FL 33957

Diana M. Parker
County Hearing Examiner

**SUBJECT: Community Development Block Grant (CDBG)
Urban County "Cooperative Agreement" Document
HUD Fiscal Years 2005, 2006, 2007**

Dear Ms. Zimomra:

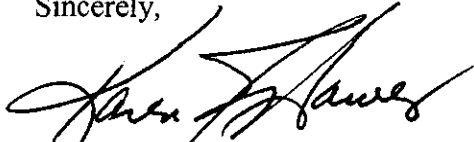
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Sincerely,

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Karen B. Hawes, Director
Department of Human Services

C: Donald Stilwell, County Manager
Holly Schwartz, Assistant County Manager
Andrea Fraser, County Attorney
Roger Mercado, Program Manager, Department of Human Services
Richard Faris, Senior Planner, Department of Human Services

URBAN COUNTY COOPERATION AGREEMENT

THIS URBAN COUNTY COOPERATION AGREEMENT, entered into this ____ day of _____ 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.

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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

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.

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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

COUNTY: LEE COUNTY

BY: _____
Name

BY: _____
Name

Signature of Authorized Officer

Signature of Authorized Officer

Title

Board of County Commissioners
Title

Date

Date

NOTARY

ATTEST: CLERK OF CIRCUIT COURT

BY: _____
Notary of Public (Signature)

BY: _____

APPROVED AS TO FORM

Name

BY: _____
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: _____
Assistant County Attorney
Office of the County Attorney
Lee County Board of County Commissioners

Date: _____

Bob Janes
District One

June 29, 2004

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

Ms. Virginia Vich, CPD Representative
U. S. Department of Housing and Urban Development (HUD)
Florida State Office, Southeast/Caribbean
Brickell Plaza Federal Building
909 S.E. First Avenue, Room 500
Miami, Florida 33131

**SUBJECT: Lee County Legal Opinion
for Urban County Qualification HUD FYs 2005-2007
Lee County Cooperative Agreements, HUD FY 2005-2007**

Dear Ms. Vich:

We have attached the required *Legal Opinion* noted in Section *IV E* of HUD Notice CPD-04-04, "Instructions for Urban County Qualification for Participating in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2005-2007". Lee County has cooperative agreements that provide for automatic renewal and has executed no amendments to the previous agreements. We understand that the Legal Opinion is the only documentation required to be submitted for continuation of the Urban County qualification for HUD FY 2005 - 2007. We have attached copies of the current cooperative documents for your information.

If you have any questions or comments regarding Lee County's HUD Consolidated Plan, please contact Richard Faris, Senior Planner, Department of Human Services at (239) 652-7930.

Sincerely,

John E. Albion, Chairman
Lee County Board of County Commissioners

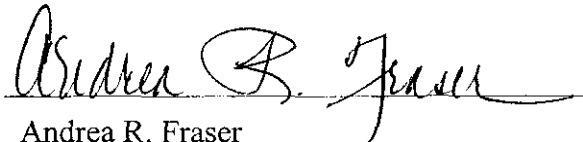
Enclosure: Legal Opinion dtd June 7,2004, Assistant County Attorney
Copies of Cooperative Agreements with Bonita Springs, Fort Myers Beach, Sanibel
C: Lee County Board of County Commissioners, Districts #1, #2, #3, #4, and #5

Donald D. Stilwell, County Manager
Holly Schwartz, Assistant County Manager
Karen B. Hawes, Director, Department of Human Services
S:\NB\Np\Urban County\URBCO.2005-2007\URBCO05.vich.submit.letter.6.10.04.doc

**MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY**

DATE: June 7, 2004

TO: Karen Hawes, Director
Human Services

FROM: 
Andrea R. Fraser
Assistant County Attorney

**RE: HUD F.Y. 2005-2007 URBAN COUNTY COOPERATIVE AGREEMENTS
WITH CITIES**

After reviewing the HUD F.Y. 2005-2007 Urban County Cooperative Agreements with the Cities, please be advised that the terms and provisions of the Agreements are fully authorized by State and local law. Additionally, the Cooperative Agreements provide full legal authority for the County.

If I can be of any further assistance concerning this issue, please feel free to contact me.

ARF/dm

xc: David M. Owen, Chief Assistant County Attorney
Richard Faris, Human Services

RECEIVED
LEE COUNTY
DEPARTMENT OF
HUMAN SERVICES
2004 JUN -9 PM 1:17

DRAFT

LEE COUNTY RESOLUTION NO. _____

(City/Town) of Bonita Springs, Fort Myers Beach, or Sanibel

A JOINT RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE *CITY/TOWN OF BONITA SPRINGS, FORT MYERS BEACH, OR SANIBEL* PERTAINING TO THE MUNICIPALITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, FEDERAL FISCAL YEARS 2005, 2006 AND 2007; PROVIDING FOR CERTAIN COMMITMENTS; AND PROVIDING AN EFFECTIVE DATE.

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 Community Development Block Grant entitlement grant; and

WHEREAS, the cooperation of the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* and County is essential for the successful planning and implementation of the Community Development Block Grant Program under an "Urban County" designation by the U.S. Department of Housing and Urban Development; and

WHEREAS, this Resolution covers the period necessary to carry out activities which will be funded from appropriations for the federal fiscal years 2005, 2006 and 2007 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 *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)*; and

DRAFT

WHEREAS, the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)*, 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 *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* agree 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 *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* agrees 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 and other applicable laws; and

WHEREAS, pursuant to 24 CFR 570.501(b), the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* 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 *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* has opted to be included in the Urban County Program for three years and agrees to abide by the Urban County Cooperative Agreement.

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NOW, THEREFORE, BE IT RESOLVED by the Council of *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* Lee County, Florida and the Lee County Board of County Commissioners agree to participate in the Community Development Block Grant Program for Federal Fiscal Years 2005, 2006 and 2007.

- a.* The County agrees to allocate to the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* the annual entitlement allocation for the City as determined by the Secretary of the Department of Housing and Urban Development for fiscal years 2005, 2006 and 2007.
- b.* The County shall authorize the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* to use the aforementioned Community Development Block 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 *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* 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 (HUD Matrix Code #01, CFR section 570.201(a)); Public Facilities and Improvements (HUD Matrix Code #03, CFR section 570.201(c)); Clearance and Demolition (HUD Matrix Code #03, CFR section 570.201(d)); Public Services (HUD Matrix Code #05, CFR section 570.201(e)) (The amount of CDBG funds used for Public Service activities cannot exceed 15% of the municipalities annual entitlement unless

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agreed to by the County)); Construction of Housing (under limited circumstances as defined in regulations) (HUD Matrix Code #12, CFR section 570.201(m)); Direct Homeownership Assistance (HUD Matrix Code #12, CFR section 570.201(n)); Rehabilitation - Single Unit Residential (HUD Matrix Code #14A, CFR section 570.202); Rehabilitation - Multi Unit Residential (HUD Matrix Code #14B, CFR section 570.202); Acquisition - for Rehabilitation (HUD Matrix Code #14G, CFR section 570.202); Rehabilitation Administration (HUD Matrix Code #14H, CFR section 570.202); and Code Enforcement (HUD Matrix Code #15, CFR section 570.202(c)). Projects identified for other eligible activity types must be agreed to by the County. The amount of funds allocated to a specific activity may not be less than \$20,000 unless agreed to by the County.

- c. The County has final responsibility for selecting CDBG program activities and annually filing the Final Statements with HUD. The County agrees to provide staff and technical assistance to the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* 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.

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- d.* The County will notify the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* by December 31 of each year, the estimated amount of the City's allocation and the general administrative operating fee for the upcoming October 1, fiscal year.
- e.* By March 1 of each year, the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* shall send a list of proposed activities to the County for an eligibility determination.
- f.* By April 30 of each year, the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* will officially notify the County in writing of how the funds will be allocated, in accordance with Section 1. (b).
- g.* The *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* agrees to expend funds from the yearly entitlement allocation within eighteen (18) months of the first day of October of each entitlement program year. If the City fails to expend funds within the eighteen (18) month time frame, the County has the right to expend these funds in accordance with HUD timeliness guidelines.
- h.* 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.

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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 *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* 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 *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* will provide all County and HUD-required documentation and designate a staff person responsible for meeting all HUD reporting and performance requirements.

- i.* The *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* 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. Any disputes between the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* and

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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 *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)*. In the event that the dispute cannot be resolved between the Board of County Commissioners and the Council of the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)*, Chapter 164, Florida Statutes regarding dispute resolution shall be applicable.

- j.* The *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* 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.
- k.* The *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* will hold the County harmless for any expenditures that are made by the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* or any subrecipient agency. The *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* will reimburse the County for any HUD entitlement funds that are expended by the *(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)* 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.

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Section 2. The Mayor and /or Chairman is hereby authorized to sign this Joint Resolution and the City Clerk to attest to same.

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

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

(City/Town of Bonita Springs, Fort Myers Beach, or Sanibel)

COUNTY: LEE COUNTY

BY: _____

BY: _____

Signature of Authorized Officer

Signature of Authorized Officer

Board of County Commissioners

Title

Title

Date

Date

ATTEST: CITY CLERK

ATTEST: CLERK OF CIRCUIT COURT

BY: _____

BY: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
City/Town Attorney's Office

BY: _____
County Attorney's Office