

**CITY OF MARCO ISLAND**

**RESOLUTION NO. 00- 45**

**A RESOLUTION OF THE CITY OF MARCO ISLAND  
PERTAINING TO THE CITY OF MARCO ISLAND'S  
PARTICIPATION IN COLLIER COUNTY'S URBAN  
COUNTY COMMUNITY DEVELOPMENT BLOCK  
GRANT AND HOME PROGRAMS FOR FEDERAL  
FISCAL YEARS 2001-2003; 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 HUD Community Development Block Grant Entitlement and HOME program funds; and

WHEREAS, the City of Marco Island wants to participate in Collier County's Urban County CDBG and HOME programs; and

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

WHEREAS, this agreement covers the period necessary to carry out activities which will be funded from appropriations for Federal Fiscal Years 2001-2003 CDBG Entitlement and HOME funds, including any automatic renewal periods.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marco Island, Collier County, Florida:

Section 1. The City Council of the City of Marco Island does hereby adopt the Cooperation Agreement with the Collier County Board of Commissioners, attached hereto and incorporated herein as Exhibit A, to participate in the Community Development Block Grant and HOME programs for federal fiscal years 2001-2003.

Section 2. The City Council Chairman and City Clerk are hereby authorized and directed to sign the Cooperation Agreement on behalf of the City.

Section 3. Effective Date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Marco Island, Collier County, Florida, this 11th day of September, 2000.

ADOPTED this 11th day of September, 2000.

DATE: September 11, 2000

CITY OF MARCO ISLAND, FLORIDA  
COUNTY OF COLLIER, FLORIDA

ATTEST:

BY: Harry Cowin  
Harry Cowin, Chairman

A. William Moss  
A. William Moss  
City Manager/City Clerk

DATE: 9-12-00

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Kenneth B. Cuyler  
Kenneth B. Cuyler  
City Attorney

EXHIBIT "A"

## COLLIER COUNTY CONTRACT

## URBAN COUNTY COOPERATION AGREEMENT

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 Marco Island, 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 and HOME 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 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 2001-2003.

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 MARCO ISLAND, FLORIDA AGREE AS FOLLOWS:

1. This Agreement covers the County's and the City's participation during Fiscal Years 2001 through 2003 in the HUD Community Development Block Grant Entitlement and HOME Investment Partnership programs.

2. 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 to the other party 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 Marco Island of its right to be automatically renewed or withdraw from the Urban County.
3. 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.
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 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 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, specifically urban renewal and publicly assisted 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 of Urban County funding for activities, in or in support of the City, that do not affirmatively further fair housing within the City's jurisdiction or that impede the County's actions to comply with its fair housing certification.
8. The City 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 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 selecting CDBG and HOME activities and annually filing the Final Statements with HUD.
11. The County agrees to provide technical assistance to the City in the planning and implementation of CDBG Entitlement and HOME 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;
  - b. it may not participate in a HOME consortium except through the urban county, regardless of whether the Urban County receives a HOME formula allocation: and
  - c. Collier County will reserve \$250,000 annually for federal Fiscal Years 2001 through 2003 for eligible uses on Marco Island. If HUD determines that the proposed uses of the funds are not eligible under HUD guidelines, then the City of Marco Island will immediately reimburse the County the amounts determined not to have been properly expended.
13. Any disputes between the City and County regarding managing and administering the CDBG and HOME programs shall be resolved as follows:
  - a. First, the parties shall make a bona fide attempt to resolve the dispute.
  - b. In the event that the dispute cannot be resolved, the

parties shall seek mediation through the mediation program of the Twentieth Judicial Circuit.

- c. If mediation is not successful, the parties agree to arbitrate the dispute in accordance with Florida Arbitration Statute, using an arbitrator appointed by the Chief Judge of the Twentieth Judicial Circuit.

IN WITNESS WHEREOF, the County and the City have executed this Agreement effective as of the latter date written below.

ATTEST:

Dwight E. Brock, Clerk

BOARD OF COUNTY COMMISSIONERS FOR  
COLLIER COUNTY, FLORIDA. A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Timothy J. Constantine, Chairman

Approved as to form and  
legal sufficiency

\_\_\_\_\_  
Patrick G. White, Assistant County  
Attorney

ATTEST:

By: \_\_\_\_\_  
A. William Moss, City Manager & Clerk

THE CITY OF MARCO ISLAND, FLORIDA,  
A MUNICIPAL CORPORATION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Harry Cowin, Chairman

Approved as to form and  
legal sufficiency

\_\_\_\_\_  
Kenneth B. Cuyler, City Attorney