

**FIRST AMENDMENT TO
URBAN COUNTY COOPERATION AGREEMENT
BETWEEN COLLIER COUNTY AND
CITY OF MARCO ISLAND**

THIS FIRST AMENDMENT to the Urban County Cooperation Agreement dated July 9, 2024, is made and entered into this ____ day of _____ 2024, by and between Collier County, a political subdivision of the State of Florida (“County”) and the City of Marco Island, Florida (“City”).

W I T N E S S E T H

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 (CDBG), the HOME Investment Partnerships (HOME), and/or the Emergency Solutions Grants (ESG) program funds; and

WHEREAS, the cooperation of the City 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; and

WHEREAS, on July 9, 2024, the County entered into an Urban County Cooperation Agreement with the City for Federal Fiscal Years 2025-2027; and

WHEREAS, this First Amendment is to clarify the applicability of the Agreement to include HOME and ESG funds, in addition to CDBG, and to incorporate additional language into the Urban County Cooperation Agreement as required by HUD.

Now, therefore, in consideration of the mutual covenants and promises set forth herein, the County and the City agree as follows:

1. The Agreement shall cover the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD during Fiscal Years 2025, 2026, 2027: the CDBG Program, HOME Program and the ESG Program.
2. This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2025, 2026 and 2027, and until funds granted (including CDBG, HOME, ESG, and

program income) received during the three-year program period are expended and the funded activities completed. Neither the County nor the City may terminate, withdraw, or be removed from the program during the three-year program period. The Agreement will renew automatically for participation in successive three-year Urban County qualification periods unless the City or the County provides written notice to the other party that it elects not to participate in a new qualification period. The County or the City shall provide written notice 90 days prior to the start of the Federal Fiscal Year that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD's Urban County Qualification Notice. The County will notify the City in writing of the City's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified in the Urban County Qualification Notice.

3. The participating City understands and agrees that it may only receive a formula allocation under the HOME and ESG Programs only through the Urban County. This does not preclude the Urban County or the City from applying for HOME or ESG funds from the State, if the State allows. The City may not form a HOME consortium with other municipalities. Similarly, the City may only receive ESG formula-allocated funds from Collier County. The City may not seek CDBG funding from the State's CDBG program while participating in the Urban County.
4. The County and the City shall 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, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing. The Parties shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban

- Development Act of 1968, and all other applicable laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.
7. The County has final responsibility for the administration of CDBG, HOME, and ESG activities and annually filing the Action Plans with HUD. The City has responsibility for day to day implementation of its programs.
 8. The County and City agree to work cooperatively on providing technical assistance in the planning, administration, and implementation of CDBG, HOME and ESG Entitlement activities.
 9. The City of Marco Island will receive its funding based on the HUD allocation formula for HUD-eligible projects in Marco Island. If HUD determines that the proposed uses of the funds are not eligible under HUD guidelines and require reimbursement, then the City of Marco Island will immediately reimburse the County the amounts determined not to have been properly expended.
 10. The City and the County understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a 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, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
 11. The provisions of this First Amendment shall be construed in addition to the Urban County Cooperation Agreement, which remains in full force and effect. In the event that any paragraph of the Agreement, or portion thereof, is in conflict with the revised provisions of this First Amendment, this First Amendment shall prevail.

[SIGNATURE PAGE TO FOLLOW]

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

**BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA**

CITY OF MARCO ISLAND, FLORIDA

By: _____
Chris Hall, Chairman

By: _____
Jared Grifoni, City Council Chairman

ATTEST:
CRYSTAL K. KINZEL, Clerk

ATTEST:

By: _____
, Deputy Clerk

By: _____
Joan Taylor, City Clerk

Approved as to form and legality:

Approved as to form and legality:

Carly Jeanne Sanseverino
Assistant County Attorney

Alan Gabriel
City Attorney

LEGAL CERTIFICATION
BY
COLLIER COUNTY'S COUNSEL
Urban County Cooperation Agreement for FY 2025-2027

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.

Carly Jeanne Sanseverino
Assistant County Attorney

Date

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BY
CITY OF MARCO ISLAND'S COUNSEL
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Alan Gabriel
City Attorney
City of Marco Island, Florida

Date