

A Resolution to Authorize Participation in Prince George's County's Community Development Block Grant and HOME Investment Partnership Programs, to Authorize the Mayor to Sign a Cooperation Agreement, and to Authorize the Clerk to Sign a Certification of the Approval of the Agreement and Authorization for the Mayor's Signature
R-62-2014

**City Council of the City of Glenarden
2014 Legislation**

Resolution: **R-62-2014**
Introduced By: **Carolyn Smallwood, Council President**
Co-Sponsors: **At the Request of the Administration**
Session: **Special Session**
Date of Introduction: **July 2, 2014**

A Resolution to Authorize Participation in Prince George's County's Community Development Block Grant and HOME Investment Partnership Programs, to Authorize the Mayor to Sign a Cooperation Agreement, and to Authorize the Clerk to Sign a Certification of the Approval of the Agreement and Authorization for the Mayor's Signature

WHEREAS, the City has previously elected to participate in Prince George's County's Community Development Block Grant ("CDBG") and HOME Investment Partnership ("HOME") Programs and to allow the County to include the City's population with that of the County's unincorporated areas for these purposes; and

WHEREAS, by letter dated June 16, 2014, the County Executive has requested that the City indicate whether it will elect to continue to participate in both programs with the County for fiscal years 2015 through 2017; and

WHEREAS, the Council has determined that it is in the public interest to continue to participate in the County's CDBG and, where applicable, HOME programs for fiscal years 2015 through 2017; and

WHEREAS, in order to elect to continue to participate, the Council must approve a Cooperation Agreement, a copy of which is attached as Exhibit A, must authorize the Mayor to sign said agreement and must authorize the Council Clerk to certify the Mayor's signature.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in Special Session this 2nd day of July, 2014 as follows:

1. That the City does hereby elect to participate with Prince George's County in seeking entitlement to CDBG and, where applicable, HOME funding, from the United States Department of Housing and Urban Development for fiscal years 2015 through 2017.

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39 Page 2

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41 2. That the Mayor be and he is hereby authorized to sign a Cooperation Agreement with
42 Prince George's County in substantially the form attached as Exhibit A.

43 3. That the Council Clerk be and she is hereby authorized to sign the attached "Certification
44 of Cooperation Agreement" to certify approval of the Cooperation Agreement and
45 authorization of the Mayor's signature.

46 4. This Resolution shall take effect immediately upon adoption.

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48 Date Approved: July 2, 2014

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50 ATTEST:

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52 Toni Taylor
53 Toni Taylor, Council Clerk

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74 Yes 4-

75 No 3-

76 Abstain 0-

City Council of Glenarden

Carolyn Smallwood
Carolyn Smallwood, President, Ward I

Absent
Elaine A. Carter, Vice-President Ward II

Absent
Judy Diggs, Councilwoman, At Large

Deborah A. Eason
Deborah A. Eason, Councilwoman, Ward II

James Herring
James Herring, Councilman, Ward I

Jennifer A. Jenkins
Jennifer A. Jenkins, Councilwoman, Ward III

Absent
Maxine Phifer, Councilwoman, At Large



PRINCE GEORGE'S COUNTY GOVERNMENT
OFFICE OF THE COUNTY EXECUTIVE

Rushern L. Baker, III
County Executive

June 16, 2014

The Honorable Denis C. Smith
Mayor
City of Glenarden
8600 Glenarden Parkway
Glenarden, Maryland 20706

Dear Mayor Smith:

Prince George's County is in the process of re-qualifying its entitlement status as an urban county to receive Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) grant funds during **Federal Fiscal Years 2015 - 2017** from the U.S. Department of Housing and Urban Development (HUD). It is the County's intent to use the grant funding, in part, to undertake eligible community development and housing activities that will primarily benefit low- to moderate individuals and families residing in Prince George's County. A municipality that desires to assist the County's efforts to administer and/or provide approved activities pursuant to its CDBG, and where applicable HOME and ESG Programs, may elect to enter into a Cooperation Agreement with the County that authorizes the County to include the municipality's population with that of the County's unincorporated areas to increase the County's annual entitlement.

If your municipality previously entered into a Cooperation Agreement with the County and/or is interested in entering into a new Cooperation Agreement with the County, the County is required to inform you of the following:

A decision to enter into a Cooperation Agreement for the purpose of participating in the County's CDBG and, where applicable, HOME programs would be effective for the three-year period that includes **Federal Fiscal Years 2015, 2016 and 2017**. Thereafter, participating municipalities may be eligible to receive project-financing assistance through the County's CDBG and, where applicable, HOME programs that will begin July 1, 2015 through June 30, 2017. Furthermore, it is important for you to understand that your decision to include your municipality's population stats for the purpose of HUD determining the County's urban county entitlement status and

The Honorable Denis C. Smith

Page 2

6/16/2014

appropriating entitlement funds would make your municipality *ineligible to apply for entitlement funds, with the possible exception of grant funds awarded through the State's Small Cities CDBG Program*, during the applicable Qualification Period. In addition, your municipality's formula allocation under the HOME Program, if any, could only be awarded to the County and your municipality could not otherwise form a HOME consortium with other units of general local government ("UGLG") in the event that the County did not receive a HOME formula allocation during the applicable Qualification Period.

As a designated UGLG, the County is further required to inform you of the following option that addresses your municipality's right to either participate or elect not to participate as a UGLG under the County's urban county status during the Qualification Period are as follows:

1. A municipality may elect to be identified as one of the County's participating UGLGs during the Qualification Period, must execute and return to the County no later than **June 30, 2014**, two (2) copies each of the enclosed Cooperation Agreement and Certification form. The Cooperation Agreement must be authorized by the municipal governing body and executed on its behalf by you or another authorized official.

Please return the signed Cooperation Agreement and Certification form to:

Shirley E. Grant, CPD Administrator
Department of Housing and Community Development
9200 Basil Court, Suite 306
Largo, Maryland 20774

2. A municipality may elect to not participate as one of the County's UGLGs during the Qualification Period. By choosing this option, the municipality must notify HUD and Prince George's County no later than **June 20, 2014**. Notification to HUD must be in writing from you or another authorized official, and should be addressed to:

Marvin W. Turner, Director
U.S. Department of Housing and Urban Development
District of Columbia Field Office
820 First Street, NE., Suite 300
Washington, DC 20002
Phone: 202-275-6291; Fax: 202-275-6380
Email: Marvin.Turner@hud.gov

The County must also be informed of the municipality's decision not to participate by providing a copy of the notice sent to HUD to Ms. Shirley E. Grant at the address provided in Paragraph 1 above.

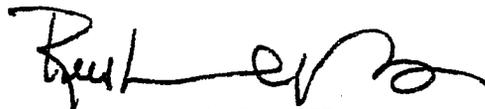
The Honorable Denis C. Smith
Page 3

3. Finally, a municipality may elect **only** to participate for Federal Fiscal Year 2015 or 2016 or 2017. In any case, the municipality must notify HUD and Prince George's County **by June 20, 2014** of the municipality's intentions to participate in one or more of three Fiscal Years (2015, 2016 and/or 2017) during the Qualification Period in accordance with the notification procedures outlined in Paragraph 2 above.

Under this option, a participating municipality must return a fully executed Cooperation Agreement, Certification form and evidence of the authorization to enter into the agreement to the County by **June 30, 2014** in time for inclusion in the package with all of the Cooperation Agreements and Certification forms to be submitted by the County to HUD. Furthermore, please be advised that HUD will not accept Cooperation Agreements submitted after its deadline.

Failure to elect one of the three (3) options above and to provide the required notice to HUD and the County prior to the deadline will be interpreted by HUD as a notice for *exclusion* from participation. Should you need further information or additional assistance, please feel free to contact Eleanor A. Randolph at 301-883-5536.

Sincerely,



Rushern L. Baker, III
County Executive

Enclosures (2)
Cooperation Agreement
Certification of Cooperation Agreement

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT ("Agreement") is entered into by and between the Town/City of Glenarden (hereinafter referred to as the "**Municipality**") and **Prince George's County, Maryland** (hereinafter referred to as the "**County**") on behalf of the **Prince George's County Department of Housing and Community Development** (hereinafter referred to as the "**DHCD**").

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides entitlement funds for qualified urban counties; and

WHEREAS, the County is required to requalify its entitlement status as an urban county to be eligible to receive funding from the U.S. Department of Housing and Urban Development ("HUD") to administer its Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME") and Emergency Solutions Grant ("ESG") programs during the Federal Fiscal Years ("FYs") 2015 through 2017 qualification period ("Qualification Period"); and

WHEREAS, the County certifies that it shall continue to follow an approved Housing and Community Development Consolidated Plan as promulgated by HUD pursuant to 24 CFR 570.302 and 24 CFR Part 91 during the Qualification Period; and

WHEREAS, the County is required to enter into Cooperation Agreements with its designated units of general local government ("UGLG") that desire HUD to include its' respective population figures under the County's urban county status for the purpose of increasing the County's allocation of entitlement funds during the Qualification Period; and

WHEREAS, the County has identified the Municipality as a UGLG and the Municipality has agreed to allow the County to include its population with that of the County's unincorporated areas to be considered part of the urban county total population used as a basis for entitlement determinations; and

WHEREAS, the cooperation of the County and the Municipality is essential for the successful planning and implementation of housing assistance and community development activities that shall be included within County's Housing and Community Development Annual Action Plan ("Annual Action Plan"); and

WHEREAS, the Municipality understands that the County shall have final responsibility for selecting CDBG, HOME and ESG activities to be assisted with entitlement funds and for filing Annual Action Plans during the Qualification Period with HUD.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. The County and the Municipality agree to cooperate to undertake or assist in undertaking, community renewal and low-income housing assistance activities. The Municipality further agrees to cooperate in the use of its powers in assisting the County's efforts to carry out essential activities in accordance with County's CDBG and, where applicable HOME and ESG Programs.

2. The County shall have the final responsibility for selecting CDBG and, where applicable, HOME and ESG activities that will be funded from annual CDBG during the Federal FYs 2015 through 2017 ("Qualification Period") and any program income generated from the expenditure of such funds.

3. The County shall be responsible for submitting the County's Consolidated and Annual Action Plans to HUD for approval.

4. To the extent applicable, the County and the Municipality shall take actions necessary to assure compliance with Prince George's County's urban county certification requirements set forth in 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.

5. The Municipality shall affirmatively further, to the extent applicable, fair housing actions within its jurisdiction, and not impede the County's actions to comply with its fair housing certification.

6. The Municipality has adopted and shall continue to enforce 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 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 the Municipality's jurisdiction.

7. The Municipality must inform the County of any program income generated by and submitted to the Municipality's in accordance with its expenditure and/or sub-award of CDBG funds. Any such program income must be paid to the County unless specifically authorized by the County for use in association with the financial requirements of other projects previously approved by the County. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with the terms and conditions of the applicable Sub-recipient Agreement and the applicable CDBG laws and regulations.

8. The Municipality shall not sell, trade or otherwise transfer all or any portion of any grant funds to another unit of general local government (UGLG), metropolitan city, urban county, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations. The Municipality further agrees to use grant funds, if any, for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

9. The County has the responsibility for monitoring and reporting to HUD on the use of any program income thereby requiring appropriate recordkeeping and reporting as may be needed for this purpose.

10. It is understood that the Municipality pursuant to 24 CFR 570.501(b), is subject to the same requirements applicable to subrecipients. This includes the responsibility for a written agreement ("Sub-recipient Agreement") as set forth in 24 CFR 570.503, for ensuring that CDBG funds are used in accordance with all program requirements, for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise. The use of any designated public agencies, subrecipients, or contractors does not relieve the municipality of this responsibility.

11. The Municipality shall be required to enter into a signed Sub-recipient Agreement with the County before any CDBG funds may be disbursed to the Municipality to undertake approved activities. This Sub-recipient Agreement shall remain in effect during and any time after the Qualification Period during which the Municipality has control over CDBG funds, including program income.

12. In the event of the close out of this Agreement or a change in the status of the Municipality, any program income that is on hand or received subsequent to the close out or change in status shall be paid to the County.

13. For real property acquired or improved in whole or in part using CDBG Funds and within the Municipality's control, the Municipality shall (A) provide the County with timely notification for any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; (B) reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for use which does not qualify under the CDBG regulations; and (C) treat as program income the revenue generated from the disposition or transfer of property prior to or subsequent to the close out, change of status or termination of this Agreement between the County and the Municipality.

14. By executing this Agreement, the Municipality understands that it may not apply for grants from appropriations under the State Small Cities CDBG Program for any fiscal year during the Qualification Period in which it is participating in the County's CDBG program.

15. By executing this Agreement, the Municipality understands that it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The Municipality further understands that it may receive a formula allocation under the HOME Program and/or ESG Program, if any, only through the County.

16. This Agreement between the County and the Municipality shall automatically be renewed for participation in successive three-year Qualification Periods, unless the County or the Municipality provides written notice before the end of the County's Qualification Period that it elects not to participate in a new three-year Qualification Period. By the date specified in HUD's next CPD Notice for Urban County Qualification, the County will notify the Municipality, in writing, of its right not to participate. A copy of the County's notification shall be sent to the HUD Field Office by the date specified in the CPD Notice for Urban County Qualification.

Failure by either party to adopt any amendment to this Agreement, which must incorporate any changes necessary to meet HUD's current requirements for Cooperation Agreement, for a subsequent three-year Qualification Period and to submit the amendment to HUD as provided in the applicable CPD Notice shall void the Municipality's automatic renewal as a participating UGLG under the County's urban status.

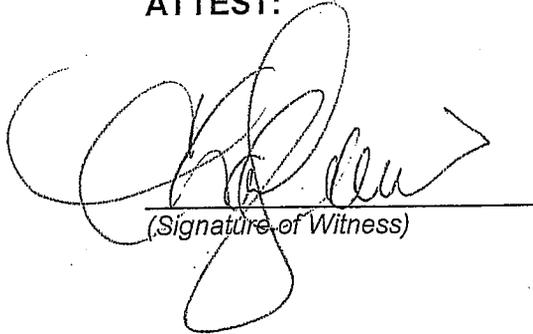
17. This Agreement shall remain in effect until the County's CDBG and, where applicable, HOME and ESG entitlement funds and program income received with respect to activities undertaken during the Qualification Period and any successive periods, as amended, are expended and the funded activities are completed. It further understood and agreed that neither the County and nor the Municipality may not terminate or withdraw from this Agreement while this Agreement remains in effect.

18. The recitals set forth above are herein incorporated as operative provisions of this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE.]

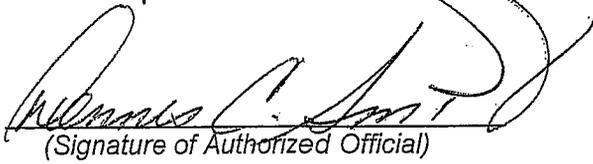
IN WITNESS WHEREOF, the parties' authorized representatives signed and delivered this Cooperation Agreement on the dates set forth below.

ATTEST:



(Signature of Witness)

FOR: City of Glenarden

By: 

(Signature of Authorized Official)

Mayor

(Title)

6/27/2014

(Date)

FOR: Prince George's County, Maryland

By: _____
Thomas M. Himler
Deputy Chief Administrative Officer

(Date)

Reviewed and Approval Recommended

Eric C. Brown, Director
Department of Housing & Community Development

Legal Certification

The undersigned attorney for Prince George's County, Maryland ("County") certifies that the terms and provisions set forth in this Cooperation Agreement ("Agreement") are fully authorized and/or not otherwise prohibited under existing State and local laws and that this Agreement provides full legal authority for the County to undertake or assist in the undertaking essential community development and housing assistance activities that may include, but are not limited to, urban renewal and public assisted housing in cooperation with designated units of local government ("UGLG").

Office of Law

CERTIFICATION OF COOPERATION AGREEMENT

The attached Cooperation Agreement between Prince George's County, Maryland and the City of Glenarden was duly considered
(Town/City) (Municipality Name)

and approved by majority vote of the City Council at an official
(Name of Municipal Governing Body)

meeting held on this 2nd day of July, 2014 and the Mayor Dennis Smith
Mayor/Authorized Officer

was duly authorized to execute said agreement on behalf of the municipality.

For: City of Glenarden of City of Glenarden
(Town/City) (Municipality Name)

ATTEST: Michelle Tom Taylor
(Clerk/Authorized Official)(Seal)

Date: July 2, 2014

