

**Agenda for the Work Session of
Mayor & City Council
City of Mount Rainier
1 Municipal Place
Mount Rainier, Maryland 20712**

Tuesday, April 21, 2020

7:00 PM – Virtual Meeting

Items for discussion:

**Suggested Discussion
Time:**

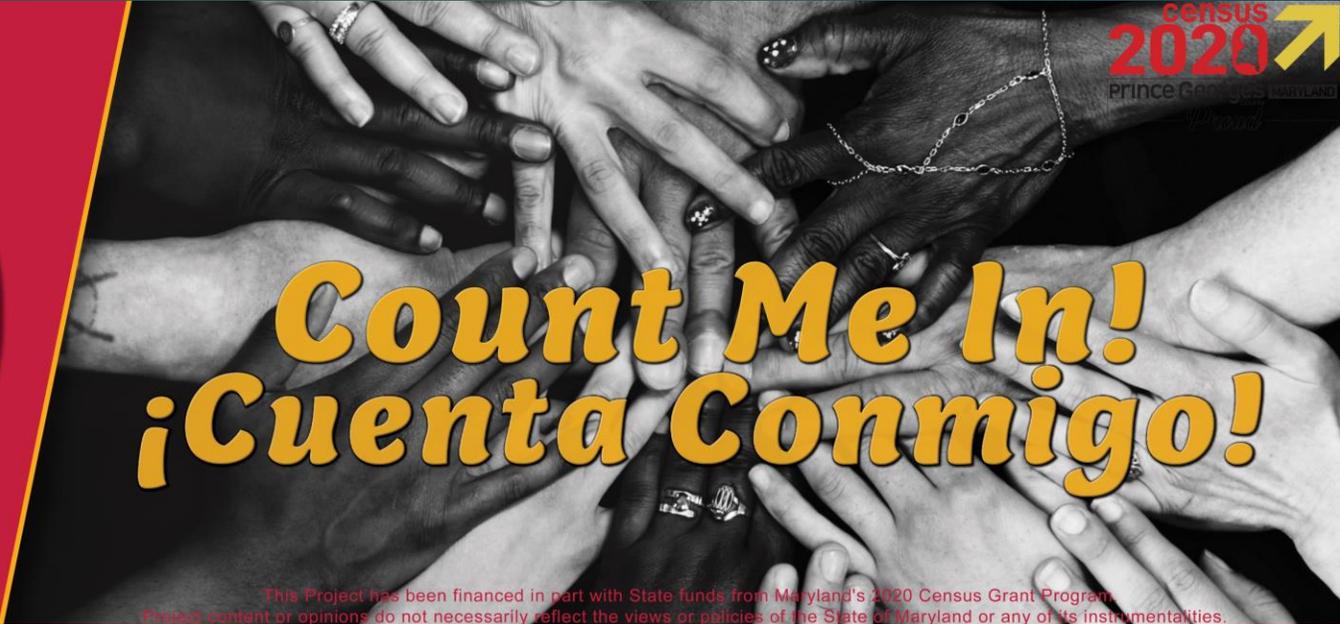
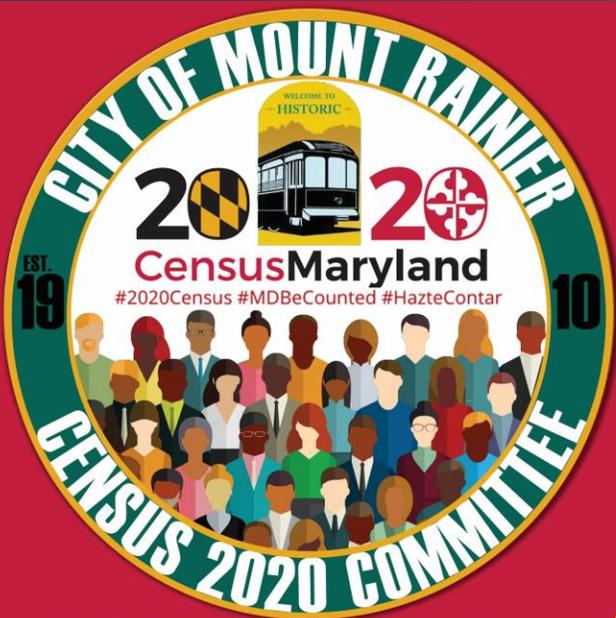
- 1. Call To Order**
- 2. Review of Agenda**
- 3. State of Emergency Update** **(20 Min)**
Mayor & City Council will provide an update of the current State of Emergency dealing with COVID-19.
- 4. COVID-19 Contingency Planning** **(15 Min)**
Mayor & City Council will discuss contingency planning related to COVID-19.
- 5. Census 2020 Update** **(15 Min)**
Mayor & City Council will provide an update regarding the 2020 Census in City of Mount Rainier.
- 6. Mount Rainier Arts Commission Mural Project** **(15 Min)**
Mayor & City Council will discuss the plans for the Mount Rainier Arts Commission mural project.
- 7. Native Plant Network Presentation** **(15 Min)**
Councilmember Luke Chesek will present about a Native Plant Network in Mount Rainier.

- 8. MOU Spring Park / Peace Park** (10 Min)
Mayor & City Council will discuss the Spring Park MOU Between Little Friends of Peace & City of Mount Rainier. (33rd & Shepherd Street).
- 9. Youth Scholarship Timeline** (10 Min)
Mayor & City Council will discuss the proposed revised timeline for the Mt. Rainier Youth Scholarship due to COVID-19.
- 10. Remaining Uses of the Fiscal Year 2020 Budget** (15 Min)
Mayor & City Council will discuss the remaining uses of the fiscal year 2020 budget.
- 11. Schedule of Fees – Dumpster & Home Business Licenses** (15 Min)
Mayor & City Council want to hear staff recommendations regarding the dumpster and home business license fees.
- 12. Cooperation Agreement Regarding Community Development Block Grant (CDBG) Urban County Qualification - Federal FY 2021** (15 Min)
Mayor & City Council will discuss the Cooperation Agreement regarding Community Development Block Grant (CDBG) Urban County Qualification – Federal FY 2021.
- 13. Adjournment**



This Project has been financed in part with State funds from Maryland's 2020 Census Grant Program.
Project content or opinions do not necessarily reflect the views or policies of the State of Maryland or any of its instrumentalities.

City of Mount Rainier Census 2020 Update



This Project has been financed in part with State funds from Maryland's 2020 Census Grant Program. Content or opinions do not necessarily reflect the views or policies of the State of Maryland or any of its instrumentalities.

Census
is **HERE!**
El Censo
ya **Esta Aqui**

GOAL / META

Respond online/Responde en Linea:
my2020census.gov



Or Call:
844-330-2020

Llamando:
844-468-2020

10% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 90% | 100%

Census 2020 Banner

**THE TIME IS NOW:
MOUNT RAINIER COUNTS
CENSUS 2020**



**Help Shape The Future For
Generations To Come!**

Complete the census today
Online: my2020census.gov
Or by Phone: (844) 330-2020

Stay Connected
Cityofmountrainier

Questions?
Contact: Councilwomen Celina Benitez
Cbenitez@mountrainiermd.org



WHY YOU SHOULD GET COUNTED

A complete count helps ensure that services like Medicare, Medicaid, social security, and public transportation can support those who need them. Also to determine how many seats the House of Representatives should get, based on what the population is. The census tracks the changing demographics of the country-like how many people live in cities vs elsewhere and what the racial/ethnic breakdowns are.

THE 2020 CENSUS IS ACCESSIBLE FOR EVERYONE

LANGUAGE LINE	TOLL-FREE NUMBER
English	844-330-2020
Spanish	844-468-2020
Chinese (Mandarin)	844-391-2020
Chinese (Cantonese)	844-398-2020
Vietnamese	844-461-2020
Korean	844-392-2020
Russian	844-417-2020
Arabic	844-416-2020
Tagalog	844-478-2020
Polish	844-479-2020
French	844-494-2020
Haitian Creole	844-477-2020
Portuguese	844-474-2020
Japanese	844-460-2020
English (Puerto Rico residents)	844-418-2020
Spanish (Puerto Rico residents)	844-426-2020
Telephone Display Device (TDD)	844-467-2020



You can respond online in English or in 12 additional languages. my2020census.gov

You can respond by phone in English or in 12 additional languages. Representatives are available from 7am to 2am.



You can also respond in English by TDD at 844-467-2020. Information video also available for ASL



Please visit 2020census.gov

Type in the search engine "American Sign Language"

Click "Language Support"

Scroll down to "American sign language"

Disclaimer:

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**EL TIEMPO ES AHORA:
LA CIUDAD DE MOUNT RAINIER CUENTA
CENSUS 2020**



**¡Ayuda a dar forma a
las Futuras Generaciones!**

Completa el censo hoy
En línea: my2020census.gov
O por teléfono: (844) 468-2020

Manténgase conectado
Cityofmountrainier

¿Preguntas?
Contacto: Concejal Celina Benitez
Cbenitez@mountrainiermd.org



POR QUÉ DEBEMOS PARTICIPAR?

un recuento completo ayuda a garantizar que servicios como medicare, medicaid, seguro social, escuelas, transporte público puedan apoyar a quienes lo necesitan. También para determinar cuántos representantes debemos tener en la cámara de representantes a función de la población. el censo rastrea los cambios demográficos del país, como cuántas personas viven en la ciudad y en qué lugar se encuentran los desgloses raciales y étnicos.

EL CENSUS DE 2020 ES ACCESIBLE PARA TODOS

LANGUAGE	NUMERO GRATUITO
English	844-330-2020
Español	844-468-2020
Chinese (Mandarin)	844-391-2020
Chinese (Cantonese)	844-398-2020
Vietnamese	844-461-2020
Korean	844-392-2020
Russian	844-417-2020
Arabic	844-416-2020
Tagalog	844-478-2020
Polish	844-479-2020
French	844-494-2020
Haitian Creole	844-477-2020
Portuguese	844-474-2020
Japanese	844-460-2020
English (Puerto Rico residents)	844-418-2020
Spanish (Puerto Rico residents)	844-426-2020
Telephone Display Device (TDD)	844-467-2020

Puede responder en línea en Español o en 12 idiomas adicionales. my2020census.gov



Puede responder por teléfono en español y obtener ayuda. Representantes están esperando tu llamada de 7am a 2am.



También puede responder en Español por TDD al 844-468-2020. Video de información disponible en ASL



Visite 2020census.gov

Escriba en el motor de búsqueda "American Sign Language"

seleccione "Language Support"

Desplácese hacia abajo hasta "American sign language"

Resumen:

Este proyecto ha sido financiado en parte con fondos estatales del Programa de Subvenciones del Censo 2020 de Maryland. El contenido u opiniones del proyecto no reflejan necesariamente las opiniones o políticas del estado de Maryland o cualquiera de sus instrumentalities.



Census 2020 Door Tags

Maryland
Self-Response
54.2%

Mount Rainier
Self-Response
43.8%



Self-Response by State

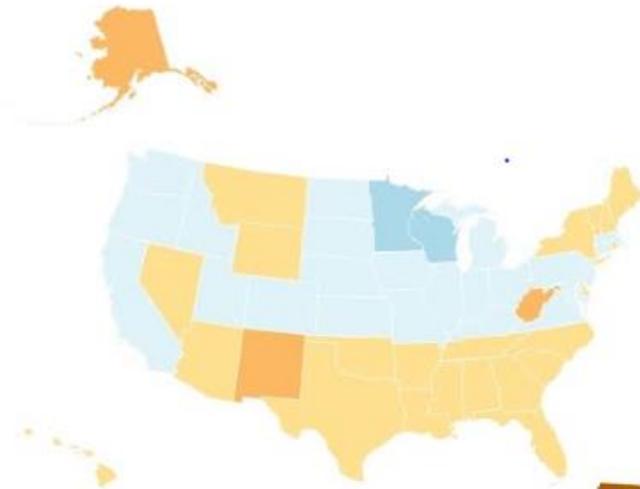
Rates can be viewed in [rankings here](#).

Select State

Maryland

National
Self-Response
50.7%

Maryland
Self-Response
54.2%



Goal Is 80%

**We
Can
Do
It!**

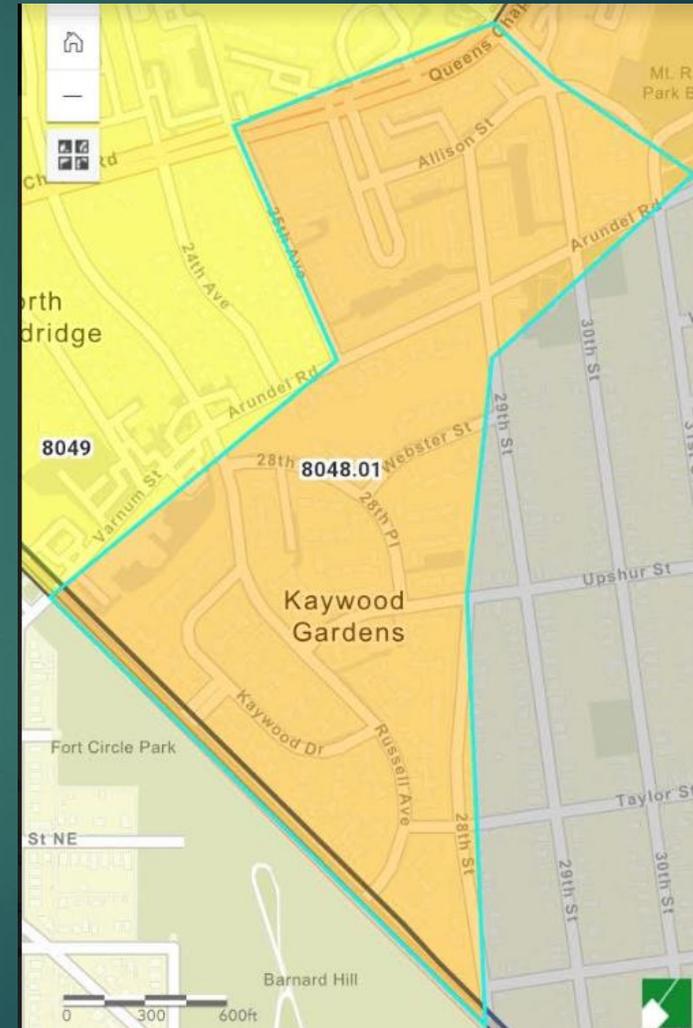
**We Need Your
Help**

804801

Response Rate 2020

Tract (2020)	804801
Cumulative Response Rate (%)	36.7
Internet Response Rate (%)	36.0
Response Data As of	4/20/2020

Phone Rate: 0.7

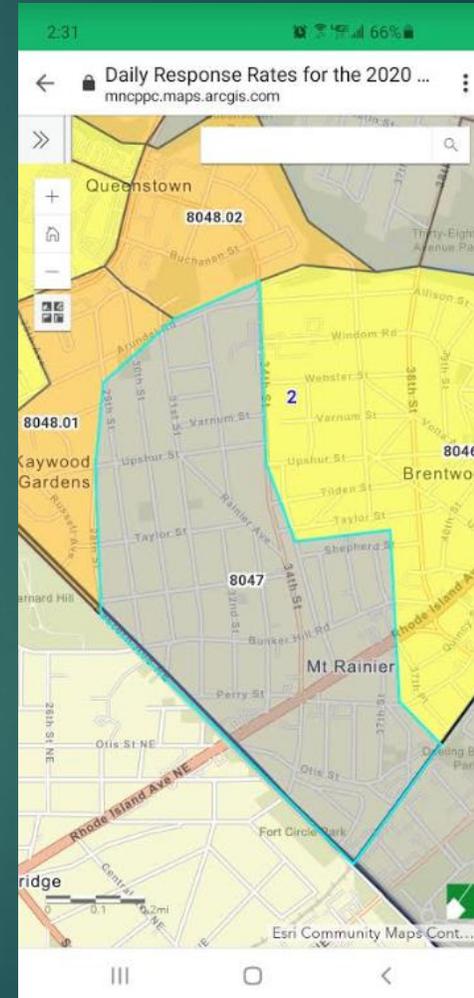


804807

Response Rate 2020

Tract (2020)	804700
Cumulative Response Rate (%)	53.6
Internet Response Rate (%)	52.7
Response Data As of	4/20/2020

Phone Rate: 0.9

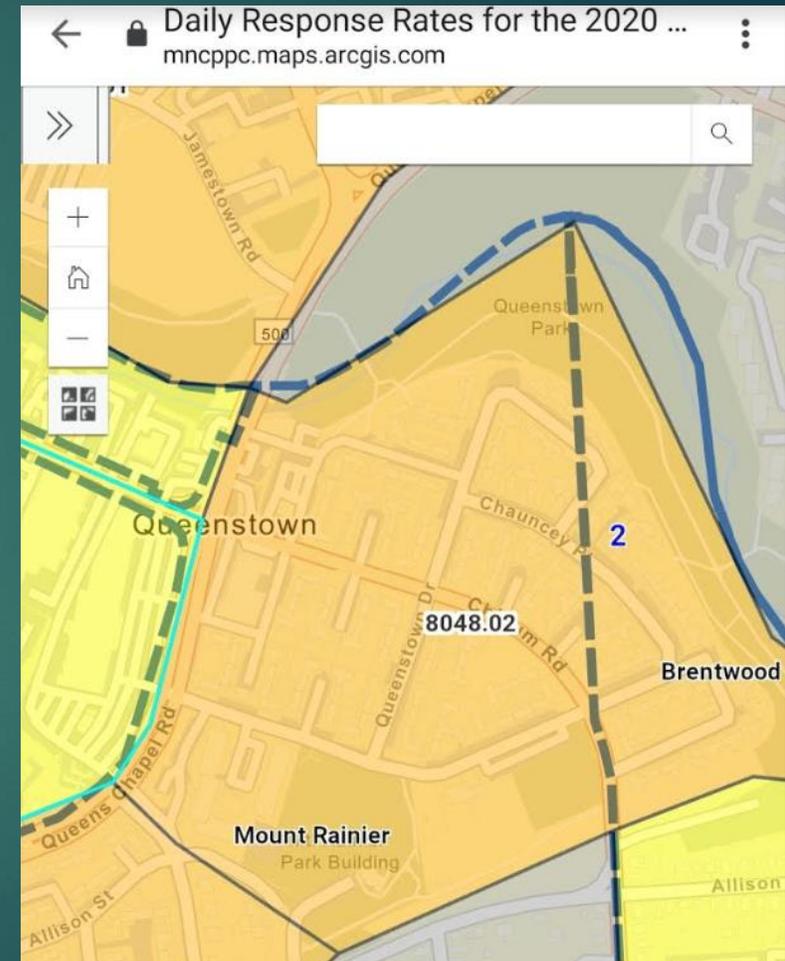


804802

Response Rate 2020

Tract (2020)	804802
Cumulative Response Rate (%)	37.4
Internet Response Rate (%)	33.7
Response Data As of	4/20/2020

Phone Rate: 3.70





April 20, 2020

Mount Rainier Arts Commission
Mount Rainier City Hall
1 Municipal Place
Mount Rainier, MD 20712

Re: Mount Rainier 2020 Mural Project

Dear Members of the Arts Commission,

On behalf of 3300 Rhode Island Ave Partners LLC, I am excited to send this letter of support for the **Mount Rainier 2020 Mural Project** being undertaken at our property located at 3308-3310 Rhode Island Avenue in Mount Rainier. We recognize this project is the result of countless hours of planning by members of the Arts Commission and we would like to express our deepest gratitude for your efforts.

Having participated in similar processes in other local jurisdictions, we have been extremely impressed with the extensive planning process set forth by the Arts Commission. The Commission's detailed planning resulted in a sophisticated request for qualifications and we were absolutely blown away by the overwhelming response garnered from the artist community following your call for artists advertisement on PublicArtist.org. We were honored to be a part of the artist selection process – one that has been open, transparent, and constructive – considering the needs and desires of a wide array of interested community members and stakeholders.

We are most excited for the dramatic impact the Mural Project is likely to have on the City of Mount Rainier. The selected muralist, Yulia Avgustinovich, is truly a world-class artist and we feel fortunate that she will be sharing her craft with the community. The Mural Project is certain to generate excitement and will likely become a calling card for the City. In short order, the mural imagery will be iconic and synonymous with downtown Mount Rainier.

We believe the excitement generated by the mural will bring both short-term and long-term benefits to the existing tenants and residents of the local neighborhood, especially those in the immediate vicinity which include the Pennyroyal Station restaurant, Ocean Jasper Yoga Studio, and the residents of Singer Flats. We are equally excited for the transformative effect the mural is likely to have on the City's ability to attract future tenants and new residents.

All in all, we feel privileged to have partnered with the Arts Commission and City of Mount Rainier on this transformative project. We are certain it will leave a lasting, positive impact on the surrounding neighborhood. If you have any questions, please feel free to contact me at 202.285.8842 or via email at mark@menkitigroup.com.

Sincerely yours,

Mark T. Rengel, AIA, LEED AP
Vice President of Development



Thanks for your support of the Arts Commission. They have worked hard to set up public art plans the whole community will ultimately benefit from. I think in times like these it's hard for people to maintain a vision for more intangible values like public art and all the work that goes into planning and curating. But what ultimately sustains us as a community is both a desire to support each other through hard times and a shared quality of life that is reliant on less tangible values like public art and a healthy, vibrant ecosystem. The creative efforts of artists are helping to hold us together during this challenging time. I hope the council will support the work the Arts Commission has done to create vibrant public spaces. Thank you for your strong support of this effort.

Krista Schlyer

Regarding the mural on Rhode Island Avenue, I strongly support continuing the Arts Commission mural project as long as the artist can assure the city that he or she can execute the project while keeping COVID-19 related safety measures in place, including social distancing and wearing PPE when social distancing is not possible. This is a small scale project, and can mostly be done with one person working on the surface at a time. It would be very feasible to stay within safety parameters. We want to come out of this stay at home period without an unnecessary backlog of projects. We should only delay those projects that are not practical to execute safely. Keeping the rest going with reasonable safety measures will help keep us strong and keep Mount Rainier moving forward.

Shivali Shah, 4200 31st Street



The Mount Rainier Native Plant Network

Growing a Movement



Native Plant Network

Excitement is building . . .

Our kickoff at Joe's welcomed about 50 people from the DMV . . .

Lots of press around native planting recently . . .

Native Plant Network

What is it?

- A way to acknowledge people.
- A way to educate people.
- A way to connect people.
- A way to support a movement and steward our planet.

Native Plant Network

How could the city help?

- Brand
- Publicize
- Support

What does branding look like?

Perhaps reps from Tree Commission, Green Team, or other volunteers partner to determine. . .

- What qualifies you?
 - Open membership - self-certification?
 - Closed membership - use certification process from Audubon Society or National Wildlife Federation?
 - Some combo - tiered membership?
 - Seedling Member (requires mere desire)
 - Native Forest of Mount Rainier Member (requires certification)
- Use google maps to keep track and publicize a detailed map once a year that brings to life how we are connecting nature in our community.

What does publicizing look like?

Local Sierra Club Chapter staff attended event at Joe's and would like to publicize and help support.

Residents from neighboring towns attend event at Joe's and would like to push for similar efforts in their jurisdictions.

Seems to be of growing interest in the broader culture - a native plant network serves as a point of pride and will allow for native plant network tours through Mount Rainier.

Enter into contests - e.g., America in Bloom - to receive grants, notoriety.

What does support from the city look like?

Halt new sidewalk construction on:

- Eastbound Upshur Street between 32nd and 34th
 - Residents don't support sidewalks here.
- Eastbound Shephard between 28th and 31st and 36th to 37th.
 - Residents from 28th to 30th would support native plantings.
- Southbound 28th between Shepherd and Eastern and Taylor and Shepherd
- Northbound 28th between Shepherd and Eastern
- Eastbound Taylor 29th to 30th and 31st to Rainier
 - Residents from 31st to Rainier would support native plantings.
- Eastbound Bunker Hill, Eastern to 30th
- Westbound Otis between 36th and 37th

What does support from the city look like?

Where sidewalk construction has been halted, allow residents to promise to plant native trees and bushes in the easement in exchange for the city's agreement not to build a sidewalk there.

What value does the city get from such a deal?

Adds to beautification of the city.

Cost savings in the form of preventing new sidewalk installations, which also prevents damage to any large trees near proposed sidewalks protecting our urban forest.

Better for the environment and our sustainable Maryland scoring, as it would improve stormwater management (less paved surface) and increase our native habitat.

What does support from the city look like?

Do we brand ourselves as the “Mount Rainier Native Plant Network,” “Route 1 Native Plant Network,” or “Gateway Native Plant Network?”

Do we provide any financial support?

- Small \$50 plaques for yards that meet certification criteria?
- Incentivize homeowners with awards from the Tree Commission?
 - Get your yard certified and receive one free tree or bush from the Tree Commission.
- Slowly move into financial support - tiered approach?
 - Survey the grant scene.

Next Steps?

Draft a resolution or an ordinance?

- Creating Native Plant Network
- Tasking Tree Commission and Green Team with partnering on certification process and launching google maps component
- Permitting residents to contract with city to plant in city easements

Do we need to revisit any city code to allow for native plants to grow higher than current lawn standards?

GRANT AGREEMENT
BETWEEN
THE CITY OF MOUNT RAINIER, MARYLAND
AND
LITTLE FRIENDS FOR PEACE

This Grant Agreement is made this _____ day of _____, 2020, by and between the City of Mount Rainier (“the City”), a Maryland municipal corporation and body politic, and Little Friends for Peace (“the Grantee”), a Maryland non-profit corporation, located at 4405 29th Street, Mount Rainier, Maryland 20712.

Whereas, the Grantee proposes to complete a project known as the Peace Park of Mount Rainier (“the Project”); and

Whereas, the Grantee has procured grant funding from the Redevelopment Authority of Prince George’s County (“Redevelopment Authority”) in the amount of \$50,000; and

Whereas, the City has agreed to provide a matching grant to the Grantee in an amount up to Forty Thousand Dollars (\$40,000.00) (“the City Grant”); and

Whereas, the City and the Grantee wish to set forth the terms and conditions upon which the City Grant funds will be paid by the City to the Grantee.

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

I. Grant Agreement Documents

This Grant Agreement between the parties includes the following documents:

- Exhibit A – Project Scope
- Exhibit B - Project Budget
- Exhibit C – Project Schedule
- Exhibit D – Certificates of Insurance

II. The Project

The Project will comprise a labyrinth and path, the restoration and reactivation of a historic well, and the installation of lighting, seating and signage, as more specifically set forth in Exhibits A and B hereto. The Project is to be completed within a period of one (1) year from the date of the grantee’s receipt of City Grant funds. The City may, in its sole discretion, extend the term of the Grant for good cause upon a written request from the Grantee submitted at least forty-five (45) days prior to the expiration of the initial grant term.

III. The City Grant

- A. The City will reimburse the Grantee for expenditures it incurs in connection with the

Project in accordance with the Project Scope and Project Budget on a dollar-for-dollar matching basis up to the total grant amount of Forty Thousand Dollars (\$40,000.00). Funds will be disbursed no more frequently than once per month, within 30 days following receipt by the City of an invoice for costs incurred prior to the invoice date and supporting documentation acceptable to City, including receipts and documentation that the Grantee has expended equivalent amounts of its own funds prior to incurring the expense or expenses for which it seeks reimbursement. (The Grantee may count expenditures of grant funds from other sources towards this match requirement).

B. Notwithstanding anything in this Agreement to the contrary, of the total City Grant funds, an amount not to exceed Ten Thousand Five Hundred Dollars (\$10,500.00) shall be paid by the City to the University of Maryland for the benefit of Department of Plant Science and Landscape Services (“the Department”) in accordance with the terms of an Agreement between the City and the Department dated _____, 2020.

IV. General Conditions

A. The Grantee shall submit detailed status reports to the City at least monthly beginning on the date of the first disbursement of grant funds and continuing through the final completion of the Project. The status report shall include, at a minimum:

1. the amount of the Project completed
2. a schedule of remaining tasks with anticipated completion dates
3. an explanation of any tasks not completed on a timely basis based on previous reports
4. a proposal for timely completion of the Project, if any tasks have not been timely completed
5. a running account of Project funds (from all sources) expended and remaining

B. The Grantee shall maintain program records and all pertinent information required by the City for a minimum period of five (5) calendar years subsequent to the expiration of this Agreement and shall make them available for inspection and copying by the City within three days of a written request from the City. The Grantee shall adhere to the generally accepted accounting principles (“GAAP”) and maintain books, records, documents and other evidence that sufficiently and properly reflects all direct and indirect costs of any nature expended in connection with the Project. The Grantee shall make available such books, records, documents, and other evidentiary records for inspections, review or audits by the City within five (5) business days. In the event that any litigation, claim, negotiation, audit, or other action involving the records and documents is started before the expiration of the five (5) year period, the records and documents shall be maintained by the Grantee until completion of such action and resolution of all issues.

C. If the Project is not satisfactorily and timely prosecuted to completion for any reason other than the fault of the City, the Grantee shall be obligated, within 45 days of a demand from the City, to return all funds paid by the City to the Grantee or on its behalf or in connection with the Project for the benefit of the Grantee. Satisfactory prosecution and completion of the Project in accordance with this Agreement shall be determined by the City’s designated Project monitor.

D. The Grantee shall keep comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to laws, ordinances, and regulations relating to anti-lobbying, anti-bribery and non-collusion, drug- and alcohol-free workplace, non-discrimination, equal pay and other civil rights laws and regulations.

E. The City may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all data and documents delivered under this Agreement except where such use may contravene federal, state and/or county laws regarding confidentiality. The Grantee shall not affix any restrictive markings upon any data and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such markings, except where prohibited by law.

F. The Grantee hereby grants the City a royalty-free, nonexclusive, and irrevocable license to publish, translate, reduce, deliver, perform, dispose of, and to authorize others to do, all data and materials now or hereafter covered by copyright and/or provided to the City in connection with the Project. All published materials (written, visual, or audio) prepared in connection with the Project shall carry a footnote acknowledging assistance received under this Agreement. In addition, a copy of all publications must be furnished to the City.

G. The Grantee shall submit to the City a completed audit report for any grants by the end of the quarter following the end of the Grantee's fiscal year. The Grantee shall retain independent auditor services in accordance with any auditing requirements set forth by OMB Circular No. A-133, if applicable. If any unauthorized expenditures, unallowable expenditures or irregularities are discovered upon examination of audit records and documents pertinent to the Project in accordance with this Agreement, the Grantee shall be responsible for such expenditures and shall reimburse the City for misspent or unauthorized funds.

H. This Agreement is contingent upon the annual appropriation of funds by the City Council for the purpose of the Project. The City must approve, in writing, any request by the Grantee to modify, amend or otherwise change the scope of services, fiscal and programmatic requirements, the term of performance or any other provision of this Agreement.

V. Grantee's Representations and Warranties

Grantee hereby represents and warrants the following:

A. Grantee has the financial ability to complete the Scope of Work prior to seeking reimbursement of grant funds from the City.

B. The individual executing and delivering this Agreement on behalf of Grantee is authorized to do so and to legally bind the Grantee to the terms and conditions of this Agreement.

C. All information the Grantee has provided or will provide to the City is true and correct and can be relied upon by the City for the enforcement terms and conditions of this Agreement. Any false or misleading information is a basis for the City to terminate this Agreement for cause

and to pursue any other appropriate remedy.

D. No officer, director, employee, or person responsible for the governance or management of the Grantee will financially benefit from the Project.

E. The Grantee has not been, nor currently is, the subject of an investigation by any federal, state, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

I. Insurance

The Grantee covenants to maintain the insurance coverages set forth herein for the full term of the Contract. The Grantee further agrees to provide Certificates of Insurance upon signing this Agreement and such Certificates shall be on an occurrences basis and shall either (a) provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Grantee's policy or policies of insurance. All Certificates must name the City as an additional insured.

Provision of any insurance required herein does not relieve the Grantee of any of the responsibilities or obligations assumed by the Grantee in the contract awarded, or for which the Grantee may be liable by law or otherwise.

A. **Workers' Compensation Insurance:** The Grantee shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. If the Grantee is a corporation or a limited liability corporation or other entity eligible to elect an exemption for officers under Md. Code Ann., Lab. & Emp. Art., § 9-206, the Grantee shall provide the City with a copy of the election form filed with the Maryland Workers' Compensation Commission together with proof of filing. If the Grantee has no covered employees, the Grantee shall submit a statement attesting to that fact under the penalties of perjury.

B. **Comprehensive General Liability Insurance:** The Grantee shall provide general liability insurance, in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;

2. Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.

C. **Automobile Liability Insurance.** Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

1. Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each

accident;

2. Property damage liability with a limit of \$100,000 each accident.

V. Termination

A. If the City fails to appropriate funds in any subsequent fiscal year, this Agreement shall be terminated. The Grantee shall not be entitled to recover damages for said termination and it shall be entitled only to payment of invoices pending on June 30 of the preceding year.

B. The City may terminate this Agreement for cause, including but not limited to, the following:

1. Improper and/or ineffective use of project funds
2. Refusal and/or failure to comply with the terms and conditions of this Agreement and/or
3. Submission to the City of reports that are incorrect and/or incomplete in any material respect.
4. Failure to comply with any applicable city, county, state and/or federal laws, ordinances, rules, or regulations.
5. Failure to fulfill the Grantee's obligations under this Agreement properly and on time, or other violation of any provision of this Agreement.

VI. No Additional Compensation.

Except as may be specifically agreed upon by the parties in writing, the Grantee shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the Project beyond the Grant Amount set forth in Section II hereof. The City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Grantee in connection with the Project, including, but not limited to, the cost of any insurance or license fees.

The fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Grantee is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever owed to any governmental entity on its own behalf or that of its agents, employees or contractors.

VII. Assignment of Agreement

The Grantee shall not assign, transfer or otherwise dispose of its obligations hereunder to any other person, firm, or corporation, without the previous written consent of the City, but in no case shall such consent relieve the Grantee from its obligations, or change the terms of this Agreement.

VIII. Indemnification

The Grantee shall indemnify the City and hold it harmless, together with its agents, officials and employees, from any liability, claims, losses, expenses, or costs arising from or out of the acts, failures to act, or negligence of the Grantee, its agents and employees, in connection with or arising out of performance of this Agreement including but not limited to personal injury and property damage. The Grantee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Grantee shall at its own expense, satisfy and discharge same. The Grantee agrees that any performance bond or any insurance protection required by this Agreement or otherwise provided by the Grantee shall in no way limit the Grantee's responsibility to indemnify, keep and save harmless and defend the county as herein provided. The City does not waive any right or defense, or forebear any action, in connection herewith.

IX. Governing Law and Jurisdiction

This Grant Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland in and for Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit to the courts of any other jurisdiction.

XII. Maryland Public Information Act

This Agreement is subject to the Maryland Public Information Act, State Government Article, Section 10-611 et seq. of the Annotated Code of Maryland.

XIII. Defaults and Remedies

A. A default shall occur upon any of the following events:

1. The failure or inability of the Grantee to perform any of the terms, conditions of this Agreement, which has not been cured within thirty (30) days after written notice to the City;
2. The expenditure of City Grant funds for any use other than as set forth in the Scope of Work, or in any unauthorized manner;
3. The submission by the Grantee to the City of reports that are incorrect or incomplete in any material respect;
4. a breach by the Grantee of the representations and warranties set forth herein.
5. a breach by the Grantee of any provision of a Grant Agreement between the Grantee and the Prince George's County Redevelopment Authority dated _____.

B. Upon the occurrence of any default that is not timely cured in accordance with the terms of a demand from the City, the City shall have the right to terminate this Agreement by written notice to the Grantee.

C. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant

funds upon the completion of the Project or termination of this Agreement.

D. The City shall have the right to demand repayment of grant funds from the Grantee of any amounts the City, in its sole discretion, determines were not expended in accordance with this Agreement.

E. In addition to the rights and remedies contained in this Agreement, the City may at any time proceed to protect and enforce all legal rights available to the City in law or equity, or by any other appropriate proceeding, all of which rights and remedies shall survive the termination of this Agreement and shall not be mutually exclusive.

F. If the City brings any legal action or proceeding to enforce the terms and conditions of this Agreement, the City shall be entitled to payment of costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, as of the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS: THE CITY OF MOUNT RAINIER, MARYLAND

John Hoatson, City Clerk

By: _____
Latasha Gatling, Acting City Manager

WITNESS: LITTLE FRIENDS OF PEACE

By: _____
Mary J.Park, Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Elissa D. Levan, City Attorney

Revised Youth Scholarship Process
Due To COVID-19

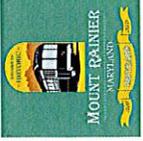
Application will be accepted by email, mail or by appointment due to City Clerk by May 15, 2020 5:00 PM.

1. Turn in application online or by emailing City Clerk cityclerk@mountrainiermd.org
2. Turn in letters of recommendation on letterhead from school official to City Clerk at cityclerk@mountrainiermd.org or mailed to 1 Municipal Place Mount Rainier, Maryland 20712.
3. Unofficial transcripts can be sent via email to City Clerk at cityclerk@mountrainiermd.org or mailed to 1 Municipal Place Mount Rainier, Maryland 20712 as part of the application package.

Once Received By City Clerk:

1. City Clerk will receive and scan all applications.
2. City Clerk will email the applications with a secure code to committee members so they can read them at home.
3. The selection committee will set up a virtual call or zoom meeting to discuss the application.
4. City Clerk will set up interviews with selected applicants.
5. Interviews will be conducted via virtual call or zoom meeting.

This process will reduce the face to face contact and use of paper during this process.



City of Mount Rainier Fee Schedule

FY 2020 Recommendations

DESCRIPTION / CATEGORY	CURRENT FEE \$ AMOUNT	RECOMMENDATION
Finance Charges		
Late Fee	1.67% monthly; no more than 20% APR	
Return Check Fee	\$35	
Code Enforcement Charges & Fees		
Home Business Occupancy	\$75	<p>\$25 per year Section 7-104. - Business license (A) Home occupation whose customers do not regularly come to the residence, whose employees do not come to the home, which is permitted by the Prince George's County zoning ordinances without a special exception, and which does not require a use and occupancy permit under Prince George's County zoning ordinances.</p>
Construction Dumpster	\$50 per dumpster for a maximum of three months. (Maximum two dumpsters per site)	<p>\$50 per dumpster on private property for a maximum of three months to not exceed 6 months (maximum of two dumpsters per site) \$125 per dumpster on public roadway (not to exceed 30 days on site)</p>



Angela D. Alsobrooks
County Executive

PRINCE GEORGE'S COUNTY GOVERNMENT

OFFICE OF THE COUNTY EXECUTIVE

April 17, 2020

The Honorable Malinda G. Miles
Mayor
City of Mount Rainier
1 Municipal Place
Mount Rainier, Maryland 20712

Dear Mayor Miles:

Prince George's County, Maryland ("County"), a body corporate and politic, acting on behalf of the Prince George's County Department of Housing and Community Development ("DHCD"), is in the process of requalifying its entitlement status as an urban county to receive Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") Program grant funds during Federal Fiscal Years 2021-2023 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 income individuals and families residing in Prince George's County. If your municipality desires to assist the County's efforts to administer and/or provide approved activities pursuant to its CDBG, and where applicable HOME and Emergency Solutions Grants (ESG) Programs, your municipality 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 incorporated 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 2021, 2022, and 2023. Thereafter, participating municipalities may be eligible to receive project-financing assistance through the County's CDBG and, where applicable, HOME program that will begin July 1, 2021 through June 30, 2023.

Furthermore, it is important for you to understand that your decision to include your municipality's population statistics for the purpose of HUD determining the County's urban county entitlement status and 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 options that address 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. If your municipality previously entered into a Cooperation Agreement with the County, the Cooperation Agreement will automatically be renewed unless your municipality notifies the County in writing by June 7, 2020 of its intent to terminate the Cooperation Agreement at the end of the current qualification period (June 30, 2021).
2. If your municipality elects to be identified as a new participating UGLG for the County during the Qualification Period, your municipality must execute and return to the County no later than June 7, 2020, two (2) copies each of the enclosed Cooperation Agreement and Certification form. Furthermore, please be advised that the attached Cooperation Agreement must be authorized by your municipal governing body and executed on its behalf by you or another authorized official.

Please return the signed Cooperation Agreement and Certification form to:

Estella Alexander, Director
Department of Housing and Community Development
Attn: A. George, Community Services Manager
9200 Basil Court, Suite 500
Largo, Maryland 20774

3. Your municipality may elect to not participate as one of the County's UGLGs during the Qualification Period. By choosing this option, your municipality must notify HUD and Prince George's County no later than June 19, 2020.

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
Email: Marvin.Turner@hud.gov

The County must also be informed of your municipality's decision not to participate by providing a copy of the notice sent to HUD to Ms. Estella Alexander at the address provided in option 2 above.

4. Finally, your municipality may elect to only participate for Federal Fiscal Year 2021 or 2022 or 2023. In any case, your municipality must notify HUD and Prince George's County by June 19, 2020 of your municipality's intentions to participate in one or more of three Fiscal Years (2021, 2022 and/or 2023) during the Qualification Period in accordance with the notification procedures outlined in option above.

Under this option, your 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 7, 2020 in time for inclusion in the County's package that includes all the Cooperation Agreements and Certification forms to be submitted to HUD. Furthermore, please be advised that HUD will not accept Cooperation Agreements submitted after its deadline.

Failure to elect one of the four (4) options above and to provide the required notice to HUD and the County prior to the specified deadline will be interpreted by the County and HUD as inclusion and participation in the Urban County. Please contact Estella Alexander, Director, Department of Housing and Community Development, at 301-883-5531 if you need further information or additional assistance.

Sincerely,


Angela D. Alsobrooks
County Executive

Enclosures
U.S. Dept. of Housing and Urban Development (HUD) Notice: CPD-20-03 (March 9, 2020)
Cooperation Agreement
Certification of Cooperation Agreement



U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:

All Regional Administrators
All CPD Division Directors
All CDBG Grantees

Notice: CPD-20-03

Issued: March 9, 2020
Expires: March 9, 2021

Supersedes: CPD Notice 19-04

SUBJECT: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2021-2023

INTRODUCTION

This Notice establishes requirements, procedures and deadlines to be followed in the urban county qualification process for FYs 2021-2023¹. Information concerning specific considerations and responsibilities for urban counties is also provided. HUD Field Offices and urban counties are expected to adhere to the deadlines in this Notice.

This Notice provides guidance for counties wishing to qualify or requalify for entitlement status as urban counties, as well as for existing urban counties that wish to include previously nonparticipating communities. **Please send copies of this Notice to all presently qualified urban counties, to each county that can qualify for the first time or requalify for FYs 2021-2023, and to each state administering the State CDBG program which includes a potentially eligible urban county. If you are notified later of one or more new potential urban counties, each should be provided a copy of this Notice.** This Notice includes seven attachments which contain listings of: Attachment A, all currently qualified urban counties; Attachment B, counties that requalify this qualification period (2021-2023); Attachment C, counties scheduled to qualify or requalify in FY 2021 for FY 2022-2024; Attachment D, counties scheduled to qualify or requalify in FY 2022 for FY 2023-2025; Attachment E, currently qualified urban counties that can add nonparticipating units of government for the remaining one or two years of their qualification period; Attachment F, list of counties that may qualify as urban counties if metropolitan cities relinquish their status; and Attachment G, list of counties previously identified as eligible but have not accepted urban county status. Additions to Attachment B may be provided separately, should any counties be identified as potentially eligible for the first time in 2020.

¹ The contents of this document, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

The schedule for qualifying urban counties is coordinated with qualifying HOME consortia in order to be able to operate both the CDBG and HOME programs using the same urban county configurations. The CDBG urban county qualification process for the FY 2021-2023 qualification period will start in March 2020 and run through September 11, 2020. This will provide HUD sufficient time before the September 30th deadline for FY 2021 funding under the HOME Program to notify counties that they qualify as urban counties under the CDBG Program. Language is being added to this Notice to emphasize the importance of completing all of the steps of the urban county qualification/requalification process by mid-September to ensure that there is no detrimental effect on the HOME consortia qualification/requalification process. Urban county worksheets will be accessible via CPD's Grants Management Process (GMP) system. The CPD Systems Development and Evaluation Division will provide guidance on completing, submitting and verifying urban county qualification data in the GMP system.

HUD revised the requirements in Section V.H, second paragraph, regarding Cooperation Agreements in 2013 to more clearly delineate the fair housing and civil rights obligations to which urban counties and participating jurisdictions are subject. By this time, all existing urban counties should have incorporated the required language in their cooperation agreements regarding fair housing and civil rights obligations. Urban counties should review the language in their existing cooperation agreements regarding fair housing and civil rights obligations to determine whether they still need to revise their existing agreements. The use of automatically-renewing cooperation agreements does not exempt existing urban counties from incorporating the required language in Section V.H. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Urban counties have the option of drafting a separate amendment to their existing agreements that includes these provisions rather than drafting a new cooperation agreement that contains the provisions. However, the separate amendment must still be executed by an official representative of each of the participating units of general local government and the urban county.

Jurisdictions that are qualifying as an urban county for the first time must submit all required documents outlined in Section IV to the Entitlement Communities Division in HUD Headquarters in addition to their local HUD offices (see Section IV for details). In addition, if new jurisdictions are seeking to qualify as urban counties because they contain metropolitan cities willing to relinquish their entitlement status, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the jurisdictions notify the Field Office of their intent to qualify as an urban county (see Section VIII for details).

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such 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. This requirement first arose as a result of discovering that units of general local government located within an urban county were trading CDBG funds for unrestricted local funds. Congress has

prohibited this practice. Urban counties qualifying in 2020 for FYs 2021-2023 must incorporate this provision into cooperation agreements by revision or amendment. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

A Section F was added to Section VIII., Special Considerations, to address the implications of an incorporated unit of general local government dissolving and the effect it will have on the urban county qualification/requalification process.

A Section G was added to Section VIII., Special Considerations, to address factors that arose during the 2017 qualification/ requalification period regarding qualification of New York Towns as metropolitan cities.

Policy questions from Field Offices related to this Notice should be directed to Gloria Coates in the Entitlement Communities Division at (202) 708-1577 or at gloria.l.coates@hud.gov. Data questions should be directed to the Systems Development and Evaluation Division at (202) 708-0790. Requests for deadline extensions should be directed to Gloria Coates. The TTY number for both divisions is (202) 708-2565. These are not toll-free numbers.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2506-0170, which expires August 31, 2021. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

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Attachments A – All Currently Qualified Urban Counties

Attachment B – Counties Scheduled to Requalify in 2020 for FYs 2021-2023

Attachment C - Counties Scheduled to Requalify in 2021 for FYs 2022-2024

Attachment D - Counties Scheduled to Requalify in 2022 for FYs 2023-2025

Attachment E – Counties Qualified through 2021 or 2022 That Contain Non-Participating Communities

Attachment F – List of Counties That May Qualify as Urban Counties if Metropolitan Cities Relinquish Their Status

Attachment G - Counties Previously Identified as Eligible But Have Not Accepted Urban County Status

COMMUNITY DEVELOPMENT BLOCK GRANT
URBAN COUNTY QUALIFICATION
Fiscal Years 2021-2023

In accordance with 24 CFR 570.307(a) of the Community Development Block Grant (CDBG) regulations, the information below explains HUD's process for qualifying and requalifying urban counties for purposes of the CDBG program.

I. GENERAL REQUIREMENTS

A. Threshold

In order to be entitled to receive CDBG funds as an urban county, a county must qualify as an urban county under one of the following thresholds:

1. Have a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas; or
2. Have a total combined population of at least 100,000 but less than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county (outside of any metropolitan cities). Under this provision, the county itself is still required to have a minimum population of 200,000 (excluding metropolitan cities) to be potentially eligible. However, the urban county does not have to include each unit of general local government located therein, provided that the number of persons in the areas where the county has essential powers and in units of general local government where it has signed cooperation agreements equals at least 100,000. In addition those included areas must in the aggregate contain the preponderance of low and moderate income persons residing in the urban county (calculated by dividing the number of low and moderate income persons residing in the county by two and adding one). Metropolitan cities are not included in these calculations.
3. Meet specific requirements of Sec. 102(a)(6)(C) or (D) of Title I of the Housing and Community Development Act of 1974, as amended (the Act).

HUD must conduct a review to determine that a prospective urban county possesses essential community development and housing assistance powers in any unincorporated areas that are not units of general local government (UGLGs). HUD must also review all of the UGLGs within the county to determine those, if any, in which the county lacks such powers. The county must enter into cooperation agreements with any such units of local government that are to become part of the urban county. Such agreements would bind an UGLG to cooperate in the use of its powers in carrying out essential activities in accordance with the urban county's program. See Section IX for additional information on Determinations of Essential Powers.

B. Consolidated Plan Requirements

In order to receive an Entitlement Grant in FY 2021, an urban county must have an approved Consolidated Plan (pursuant to 24 CFR 570.302 and Part 91). This includes urban counties newly qualifying during this qualification period; urban counties that continue to include the same communities previously included in the urban county; and those urban counties that are amending their urban county configurations to add communities that chose not to participate previously. Where an urban county enters into a joint agreement with a metropolitan city for CDBG purposes, a Consolidated Plan is submitted by the urban county to cover both governmental entities for the CDBG program.

Pursuant to 24 CFR Part 91, submission of a jurisdiction's Consolidated Plan may occur no earlier than November 15, and no later than August 16, of the Program Year for which CDBG, HOME, Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) funds are appropriated to cover the Federal fiscal period of October 1, 2020, through September 30, 2021. **An urban county's failure to submit its Consolidated Plan by August 16, 2020, will automatically result in a loss of CDBG funds for the 2020 program year (24 CFR 570.304(c)(1)) and termination of its qualification as an urban county (24 CFR 570.307(f)).** The Consolidated Plan must meet all requirements of 24 CFR Part 91, including all required certifications.

C. Consolidated Plan Requirements Where the Urban County Is in a HOME Consortium

Where UGLGs form a "consortium" to receive HOME funding, the consortium submits the Consolidated Plan for the entire geographic area encompassed by the consortium (24 CFR 91.400). Therefore, if an urban county is a member of a HOME consortium, the consortium submits the Consolidated Plan, and the urban county, like all other CDBG entitlement grantees in the consortium, is only required to submit its own non-housing Community Development Plan (24 CFR 91.215(f)), an Action Plan (24 CFR 91.220) and the required Certifications (24 CFR 91.225(a) and (b)) as part of the consortium's Consolidated Plan. If an urban county has a CDBG joint agreement with a metropolitan city and both jurisdictions wish to receive HOME funds, they must form a HOME consortium to become one entity for HOME purposes. [For additional information on the requirements for consortia agreements, see 24 CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).] Although an urban county as a member of a HOME consortium is only required to submit its own non-housing Community Development Plan, Action Plan and required certifications, the program responsibilities as stated in Section VII of this notice are important regardless of whether the urban county is a member of a consortium. In this regard, and in light of the requirement to submit its own affirmatively furthering fair housing certification per 24 CFR 91.225(a), an urban county is encouraged to work with the lead entity for the consortium in developing and seeing to the submission of a Consolidated Plan that reflects fair housing strategies and actions. However, if the urban county is the lead entity rather than simply a participant in the HOME consortium, the urban county must submit the housing and homeless needs assessment, market analysis,

strategic plan, and the Action Plan on behalf of the consortium. The urban county and other entitlement communities that are members of the consortium must separately submit the certifications required at 24 CFR 91.225(a) and (b).

D. Synchronization of Urban County and HOME Qualification Periods

The CDBG urban county's and HOME consortium's qualification periods are for three successive years. If a member urban county's CDBG three-year cycle is not the same as the HOME consortium's, the HOME consortium may elect a qualification period shorter than three years to get in sync with the urban county's CDBG three-year qualification cycle, as permitted in 24 CFR 92.101(e). (All consortium members must also have the same program year start date.) See the March 24, 2016, memorandum from Harriet Tregoning to all CPD Formula Program Grantees and All CPD Field Office Directors on Incorporating 24 CFR Part 5 Affirmatively Furthering Fair Housing into 24 CFR 91.10 Consolidated Program Year, 24 CFR 91.105 Citizen Participation Plans for Local Governments and 24 CFR 91.115 Citizen Participation Plans for States, accessible at <https://www.hudexchange.info/resources/documents/CPD-Memo-Incorporating-24-CFR-Part-5-AFFH-into-the-Consolidated-Program-Year-and-Citizen-Participation-Plan.pdf>.

Urban counties have requested extensions until the middle to end of September to submit all required documents to the HUD Field Office because some of the governing bodies of units of government in urban counties do not meet during the summer months. When there are automatically renewing cooperation agreements, the urban county must submit a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county. Copies of any executed amendments to automatically renewed cooperation agreements (if any) and, if locally required, governing body authorizations must also be submitted.

Although flexibility exists to permit extensions in unusual situations, Headquarters will not grant any extensions past mid-September. Urban counties must factor in instances such as the meeting schedules of elected bodies of units of general local government while completing the requalification process, perhaps by submitting the cooperation agreement for execution before the summer recess begins. There are urban counties that are also completing the qualification/ requalification process for HOME consortia at the same time they are completing the urban county qualification/requalification process. The qualification/requalification process for HOME consortia must be completed by the statutory deadline of September 30 in order for a HOME consortium to receive a formula allocation under HOME. If the urban county qualification/requalification process has not been completed by September 30, the consortium will not receive a HOME grant. To prevent this, all required documents must be received by HUD Field Offices by mid-September. This will allow Field Counsel time to review the cooperation agreements or amendments for legal sufficiency.

II. QUALIFICATION SCHEDULE

The following schedule will govern the procedures for urban county qualification for the three-year qualification cycle of FYs 2021-2023. Unless noted otherwise, deadlines may only be extended by prior written authorization from Headquarters. Deadlines in paragraphs D, E, G, and I may be extended by the Field Office as specified below. However, no extension may be granted by the Field Office if it would have the effect of extending a subsequent deadline that the Field Office is not authorized to extend.

- A. By April 17, 2020, the HUD Field Office shall notify counties that may seek to qualify or requalify as an urban county of HUD's Determination of Essential Powers (see Section IX) as certified by the Field Office Counsel (see Attachment B, Counties Scheduled to Qualify or Requalify in 2020 for the 2021-2023 Qualification Period).
- B. By April 17, 2020, counties must notify split places of their options for exclusion from or participation in the urban county (see Attachment B and Section III, paragraph D, for an explanation of split places).
- C. By April 17, 2020, counties must notify each included unit of general local government, where the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality, of its right to elect to be excluded from the urban county, and the date by which it must make such election (see paragraph E, below). Included units of government must also be notified that they are not eligible to apply for grants under the State CDBG program while they are part of the urban county, and that, in becoming a part of the urban county, they automatically participate in the HOME and ESG programs if the urban county receives HOME and ESG funding, respectively. Moreover, while units of general local government may only receive a formula allocation under the HOME and ESG programs as part of the urban county, this does not preclude the urban county or a unit of government participating with the urban county from applying for HOME or ESG funds from the State, if the State allows.

Section 854(c) of the AIDS Housing Opportunity Act was amended by the Housing Opportunity Through Modernization Act of 2016 (HOTMA) to preserve the continued eligibility of FY 2016 HOPWA formula grantees, including Wake County, North Carolina, which is the HOPWA grantee for the Raleigh, NC, Metropolitan Statistical Area. Wake County is the only urban county that receives a HOPWA formula award from HUD under this arrangement. HOTMA also amended section 854(c) to allow a HOPWA formula grantee to enter into an agreement with an eligible alternative grantee, including a unit of general local government (which includes a county), to receive and administer the HOPWA formula allocation in its place. More information is available in Notice CPD-17-12, available at: <https://www.hudexchange.info/resources/documents/Notice-CPD-17-12-Implementation-of-HOTMA-Changes-to-the-HOPWA-Program.pdf>

A county that is already qualified as an urban county for FY 2020 (see Attachment E, Counties Qualified through 2021 or 2022 that Contain Nonparticipating Communities)

may elect to notify nonparticipating units of government that they now have an opportunity to join the urban county for the remainder of the urban county's qualification period (see paragraph H, below).

- D. By May 15, 2020, any county which has executed cooperation agreements with no specified end date is required to notify affected participating units of government in writing that the agreement will automatically be renewed unless the unit of government notifies the county in writing by June 7, 2020, (see paragraph F, below) of its intent to terminate the agreement at the end of the current qualification period (see Attachment B). Any extension of this deadline must be authorized in writing by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.
- E. By May 15, 2020, any included unit of general local government, where the county does not need the consent of its governing body to undertake essential community development and housing assistance activities, that elects to be excluded from an urban county must notify the county and its HUD Field Office, in writing, that it elects to be excluded. Potential new entitlement cities are identified by the Census Bureau on or around July 1. Any unit of general local government that met metropolitan city status for the first time in a requalifying urban county will be given additional time to decide if it wants to be included or excluded since it will be notified of its status after the March 23 deadline (see Section VIII.E.). Any extension of this deadline must be authorized in writing by the Field Office. An extension of more than seven days requires notification of the Entitlement Communities Division by email or telephone.
- F. By June 19, 2020, any unit of government that has entered into a cooperation agreement with no specified end date with the county and elects not to continue participating with the county during the FY 2021-2023 qualification period must notify the county and its HUD Field Office in writing that it is terminating the agreement at the end of the current period. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.
- G. By June 19, 2020, any unit of general local government that meets "metropolitan city" status for the first time and wishes to defer such status and remain part of the county, or to accept such status and become a joint recipient with the urban county, must notify the county and the HUD Field Office in writing that it elects to defer its metropolitan city status or to accept its status and join with the urban county in a joint agreement. Any metropolitan city that had deferred its status previously or had accepted its status and entered into a joint agreement with the urban county, and wishes to maintain the same relationship with the county for this next qualification period, must notify the county and the HUD Field Office in writing by this date. Any unit of general local government that meets metropolitan city status for the first time and is notified in early July by HUD thereof will have until August 21, 2020, to comply with the requirements of this paragraph. A potential metropolitan city that chooses to accept its entitlement status, but chooses not to enter into a joint agreement with the urban county, or a current metropolitan city that chooses not to maintain a joint agreement with the urban county, must also notify the urban

county and the HUD Field Office by June 5, 2020. Any extension of this deadline must be authorized in writing by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

- H. By July 17, 2020, any unit of general local government that is not currently participating in an urban county and chooses to participate for the remaining second or third year of the county's qualification period must notify the county and the HUD Field Office in writing that it elects to be included. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.
- I. By July 17, 2020, HUD Field Offices must notify CPD's Systems Development and Evaluation Division via e-mail (Abubakari.D.Zuberi@hud.gov) whether cities that are already identified as potentially eligible metropolitan cities elect to defer or accept their status. For units of general local government that meet metropolitan city status for the first time and are notified in early July thereof, they must elect to defer or accept their status (as discussed in paragraph G, above) by August 21, 2020. For units of general local government notified in early July of their status as potential new metropolitan cities, Field Offices have until September 11, 2020, to notify the Systems Development and Evaluation Division of their decisions.
- J. By July 24, 2020, any county seeking to qualify as an urban county (see Attachment B) or to include any previously nonparticipating units of general local government into its configuration (see Attachment E) must submit to the appropriate HUD Field Office all qualification documentation described in Section IV, Documents to be Submitted to HUD. Any extension of this deadline must be authorized in writing by the Field Office and should not interfere with the Field Office's ability to meet the deadline in paragraph M. The Entitlement Communities Division and Field Counsel must be notified by email or telephone if an extension of more than seven days is needed. For HOME program purposes, the urban county configurations are final as of September 30 of every year. The HOME deadline is statutory and cannot be extended.
- K. By August 21, 2020, Field Office Counsel should complete the reviews of all cooperation agreements and related authorizations and certify that each cooperation agreement meets the requirements of Section V, Cooperation Agreements. Any delay in completion of the review must not interfere with the Field Office's ability to meet the deadline in paragraph M. The Entitlement Communities Division should be notified by email or telephone of any delay in the Field Counsel's review. **Note: If a county is using a renewable agreement and has submitted a legal opinion that the terms and conditions of the agreement continue to be authorized (see Section IV, paragraph E), review of such opinion by Field Office Counsel is optional. However, field counsel must review the agreement to ensure that any new requirements implemented by statute or regulation are incorporated into the agreement or added by an amendment to the agreement.**
- L. During mid to late June, Headquarters will post the urban county worksheets for each qualifying and requalifying urban county (listed on Attachment B) on the CPD Grants

Management Process (GMP) system. **All information on included units of government must be completed via GMP.** Specific instructions for completing these electronic worksheets will be provided by the CPD Systems Development and Evaluation Division at the time they are posted on GMP.

- M. By August 28, 2020, Field Offices shall update and complete the form electronically for each qualifying or requalifying county. The revised worksheet must be sent to the appropriate county for verification of data (via FAX, email, or regular mail). The Systems Development and Evaluation Division will have access to the completed worksheets in GMP. Field Offices shall also concurrently make available to the Systems Development and Evaluation Division (and each affected urban county) a memorandum that identifies any urban county already qualified for FY 2020 that is adding any new units of government, together with the names of the newly included units of government (see Attachment E). THIS DEADLINE MAY NOT BE EXTENDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ENTITLEMENT COMMUNITIES DIVISION.
- N. By September 11, 2020 (or soon thereafter), Headquarters will complete its review of the urban county status worksheets and memoranda for those urban counties adding new units of government. The Field Offices will have access to the updated worksheets and, where necessary, an indication of any apparent discrepancies, problems or questions – all noted in GMP. The Field Office is to verify the data (on the website at <http://hudatwork.hud.gov/po/d/field/participation/index.cfm>) and notify the Systems Development and Evaluation Division within seven days if any problems exist. If there are no problems, Field Offices will notify each county seeking to qualify as an urban county of its urban county status for FY 2021-2023 by September 25, 2020.

III. QUALIFICATION ACTIONS TO BE TAKEN BY COUNTY

The following actions are to be taken by the urban county:

A. Cooperation Agreements/Amendments

Urban counties that must enter into cooperation agreements or amendments, as appropriate, with the units of general local government located in whole or in part within the county, must submit to HUD executed cooperation agreements, together with evidence of authorization by the governing bodies of both parties (county and UGLG) executed by the proper officials in sufficient time to meet the deadline for submission indicated in the schedule (see Section V, Cooperation Agreements, paragraph A). Cooperation agreements must meet the standards in Section V of this Notice.

Where urban counties do not have the authority to carry out essential community development and housing activities without the consent of the unit(s) of general local government located therein, urban counties are required to have executed

cooperation agreements with these units of government that elect to participate in the urban counties' CDBG programs.

B. Notification of Opportunity to Be Excluded

Units of general local government in which counties have authority to carry out essential community development and housing activities without the consent of the local governing body are automatically included in the urban county unless they elect to be excluded at the time of qualification or requalification. Any county that has such units of general local government must notify each such unit that it may elect to be excluded from the urban county. The unit of government must be notified:

1. That if it chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;
2. That if it chooses to remain with the urban county, it is also a participant in the HOME program if the urban county receives HOME funding and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows;
3. That if it chooses to remain with the urban county, it is also a participant in the ESG program if the urban county receives ESG funding and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows;
4. That if it chooses to be excluded from the urban county, it must notify both the county and the HUD Field Office of its election to be excluded by the date specified in Section II, Qualification Schedule, paragraph E; and
5. That such election to be excluded will be effective for the entire three-year period for which the urban county qualifies, unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

C. Notification of Opportunity to Be Included

If a currently qualified urban county has one or more nonparticipating units of general local government (see Attachment E), the county may notify, in writing, any such unit of local government during the second or third year of the qualification period that the local government has the opportunity to be included for the remaining period of urban county qualification. This written notification must include the deadline for such election, and must state that the unit of general

local government must notify the county and the HUD Field Office, in writing, of its official decision to be included. If cooperation agreements are necessary, the unit electing to be included in the county for the remainder of the qualification period must also execute, with the county, a cooperation agreement meeting the standards in Section V, Cooperation Agreements. The agreement must be received by the HUD Field Office by the date specified in Section II, Qualification Schedule, paragraph J.

D. Notification of Split Places

Counties seeking qualification as urban counties and having units of general local government with any population located only partly within the county must notify these units of their rights by the date provided in Section II, Qualification Schedule, paragraph B. Specifically, the county must provide the following notifications:

1. Where a split place is partly located within only one urban county, one of the following rules applies:
 - a. If it is a split place in which the county has essential powers, the entire area of the split place will be included in the urban county for the urban county qualification period unless the split place has opted out; or
 - b. If the split place can only be included in the county upon the execution of a cooperation agreement, the entire area of the split place will be included in the urban county for the urban county qualification period upon execution of such an agreement.
2. Where the split place is partially located within two or more urban counties, the split place may elect one of the following:
 - a. to be excluded from all urban counties;
 - b. to be entirely included in one urban county and excluded from all other such counties; or
 - c. to participate as a part of more than one of the urban counties in which it is partially located provided that a single portion of the split place cannot be included in more than one entitled urban county at a time, and all parts of the split place are included in one of the urban counties.

E. Notification of Opportunity to Terminate Agreement

Urban counties that have agreements that will be automatically renewed at the end of the current qualification period unless action is taken by the unit of government to terminate the agreement must, by the date provided in Section II, Qualification

Schedule, paragraph D, notify such units that they can terminate the agreement and not participate during the 2021-2023 qualification period.

IV. DOCUMENTS TO BE SUBMITTED TO HUD

Any county seeking to qualify as an urban county for FY 2021-2023 or that wishes to exercise its option to include units of government that are not currently in the urban county's CDBG program must submit the following to the responsible HUD Field Office:

- A. A copy of the letter that notified applicable units of general local government (and a list of applicable units of government) of their right to decide to be excluded from the urban county along with a copy of letters submitted to the county from any such units of general local government requesting exclusion (see Section III, Qualification Actions to Be Taken by County, paragraph B). This does not apply to an already qualified urban county adding communities.
- B. A copy of the letter from any unit of general local government joining an already qualified county that officially notifies the county of its election to be included (see Section III, paragraph C).
- C. Where applicable, a copy of the letter from:
 - 1. Any city that may newly qualify as a metropolitan city but seeks to defer that status;
 - 2. Any city currently deferring metropolitan city status that seeks to continue to defer such status;
 - 3. Any city accepting metropolitan city status stating that it will enter into a joint agreement with the urban county and a letter from the county affirming its willingness to enter into a joint agreement with that city;
 - 4. Any city accepting metropolitan city status that will cease participation in the urban county's CDBG program. (See Section II, Qualification Schedule, paragraph G.)
- D. For a county that has cooperation agreements in effect that provide for automatic renewal, a copy of the letter sent by the county that notified affected units of government that the agreement will be renewed unless the county is notified by the unit of government to terminate the agreement, and a copy of any such letter from any unit(s) of government requesting termination (see Section III, paragraph E).
- E. Where applicable, copies of fully executed cooperation agreements, amended agreements, or stand-alone amendments between the county and its included units of general local government, including any cooperation agreements from applicable

units of general local government covered under Section III, Qualification Actions to be Taken by County, paragraph C, and the opinions of county counsel and governing body authorizations required in Section V, Cooperation Agreements, paragraphs B and C.

For a county that has cooperation agreements in effect that provide for automatic renewal of the urban county qualification period as provided under Section V, Cooperation Agreements, paragraph E, at the time of such automatic renewal, the documents to be submitted are: (1) a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county; (2) copies of any executed amendments to automatically renewed cooperation agreements (if any); and, (3) if locally required, governing body authorizations.

- F. Any joint request(s) for inclusion of a metropolitan city as a part of the urban county as permitted by Section VIII, paragraph A, Metropolitan City/Urban County Joint Recipients, along with a copy of the required cooperation agreement(s). If either the urban county or the metropolitan city fall under the "exception criteria" at 24 CFR 570.208(a)(1)(ii) for activities that benefit low- and moderate-income residents of an area, the urban county must notify, in writing, the metropolitan city of the potential effects of such joint agreements on such activities. See Section VIII, paragraph A, for further clarification.

All jurisdictions seeking to qualify as an urban county for the first time must ensure that all documents outlined in this Section that are submitted to the HUD Field Office are also submitted to the Entitlement Communities Division in HUD Headquarters for review. The original documents should be submitted to the HUD Field Office and the copies to HUD Headquarters.

V. COOPERATION AGREEMENTS

All cooperation agreements must meet the following standards in order to be found acceptable:

- A. The governing body of the county and the governing body of the cooperating unit of general local government shall authorize the agreement and the chief executive officer of each unit of general local government shall execute the agreement.
- B. The agreement must contain, or be accompanied by, a legal opinion from the county's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the county. Where the county does not have such authority, the legal opinion must state that the participating unit of general local government has the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. A mere certification by the county's counsel that the agreement is approved as to form is insufficient and unacceptable.

- C. The agreement must state that the agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program, or receives funding under the HOME program as an urban county or as a member of a HOME consortium).
- D. The agreement must state that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it:
1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
 2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds, if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.); and
 3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the State for ESG funds, if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.)
- E. The agreement must specify the three years covered by the urban county qualification period (e.g., Federal FYs 2021-2023), for which the urban county is to qualify to receive CDBG entitlement funding or, where applicable, specify the remaining one or two years of an existing urban county's qualification period. At the option of the county, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such agreements are used, the agreement must state that, by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II.

- F. Cooperation agreements with automatic renewal provisions must include a stipulation that requires each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice (see Section IV, Documents to be Submitted to HUD, paragraph E), and that such failure to comply will void the automatic renewal for such qualification period.
- G. The agreement must provide that it remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the county and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.
- H. The agreement must expressly state that the county and the cooperating unit of general local government agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." If the county does not have such powers, the agreement must expressly state that the cooperating unit of general local government agrees to "undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." As an alternative to this wording, the cooperation agreement may reference State legislation authorizing such activities, but only with the approval of the specific alternative wording by HUD Field Counsel.

The agreement must contain an explicit provision obligating the county and the cooperating units of general local government to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively furthering fair housing. See 24 CFR 91.225(a) and 5.105(a). The provision must also include the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968. The provision must also include the obligation to comply with other applicable laws. The agreement shall also contain a provision prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban

county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department.

Periodically, statutory or regulatory changes may require urban counties to amend their agreements to add the new provision(s). Urban counties may draft a separate amendment to their existing agreements that includes the new provision(s) rather than drafting a new cooperation agreement that contains the new provisions. However, the separate amendment must be executed by an official representative of each of the participating units of general local government and the urban county.

- I. The agreement must expressly state "that the cooperating unit of general local government has adopted and is enforcing:
 1. 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
 2. 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 jurisdictions."
- J. The agreement may not contain a provision for veto or other restriction that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the agreement. The county has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD, although if the county is a member of a HOME consortium, the consortium submits the Plan developed by the county (see Section I, General Requirements, paragraph C).
- K. The agreement must contain language specifying that, pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503 (see Section VIII, Special Considerations, paragraph B).
- L. A county may also include in the cooperation agreement any provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary actions, as determined by the county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and, where applicable, HOME and ESG) program and other applicable laws.
- M. The county must also include a provision in the cooperation agreement that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such 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 Act. Urban counties

requalifying in 2020 for FYs 2021-2023 must incorporate this language into cooperation agreements by revision or amendment.

VI. PERIOD OF QUALIFICATION

A. General

Any county that qualifies as an urban county will be entitled to receive funds as an urban county for three consecutive fiscal years regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, provided funds are appropriated by Congress and the county submits its annual Action Plan by August 16 of each year. However, during the period of qualification, no included unit of general local government may withdraw from the urban county unless the urban county does not receive a grant for any year during such period.

The urban county's grant amount is calculated annually and will reflect the addition of any new units of general local government during the second and third years of the period of qualification.

Any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year period.

Any unit of general local government that is part of an urban county will continue to be included in the urban county for that county's qualification period, even if it meets the criteria to be considered a "metropolitan city" during that period. Such an included unit of general local government cannot become eligible for a separate entitlement grant as a metropolitan city while participating as a part of an urban county (see Section VIII, paragraph E).

B. Retaining Urban County Classification

Any county classified as an urban county in FY 1999 may, at the option of the county, remain classified as an urban county.

Any county that became classified as an urban county in FY 2000 or later and was so classified for at least two years will retain its classification as an urban county, unless the urban county qualified under section 102(a)(6)(A) of Title I of the Housing and Community Development Act of 1974, as amended, and fails to requalify under that section due to the election of a currently participating non-entitlement community to opt out or not to renew a cooperation agreement (for reasons other than becoming an eligible metropolitan city).

VII. URBAN COUNTY PROGRAM RESPONSIBILITIES

The county, as the CDBG grant recipient, either for the urban county or a joint recipient (see Section VIII, paragraph A, Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for meeting the requirements of other applicable laws (e.g., National Environmental Policy Act, Uniform Relocation Act, Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990). The county's responsibility must include these functions even where, as a matter of administrative convenience or State law, the county permits the participating units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by cooperating units of general local government.

VIII. SPECIAL CONSIDERATIONS

A. Metropolitan City/Urban County Joint Recipients

Any urban county and any metropolitan city located in whole or in part within that county can ask HUD to approve the inclusion of the metropolitan city as a part of the urban county for purposes of planning and implementing a joint community development and housing assistance program. HUD will consider approving a joint request only if it is signed by the chief executive officers of both entities and is submitted at the time the county is seeking its qualification as an urban county. A joint request will be deemed approved unless HUD notifies the city and the county otherwise within 30 days following submission of the joint request and an executed cooperation agreement meeting the requirements specified under Section V, Cooperation Agreements. An urban county may be joined by more than one metropolitan city, but a metropolitan city located in more than one urban county may be a joint recipient with only one urban county at a time.

Upon urban county qualification and HUD approval of the joint request and cooperation agreement, the metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification and will be treated by HUD as any other unit of general local government that is a part of the urban county. When a metropolitan city joins an urban county in this manner, the grant amount is the sum of the amounts authorized for the individual metropolitan city and urban county. The urban county becomes the grant recipient.

A metropolitan city in a joint agreement with the urban county is treated the same as any other unit of general local government that is part of the urban county for

purposes of the CDBG program, but not for the HOME or ESG programs. If the metropolitan city does not qualify to receive a separate allocation of HOME funds, to be considered for HOME funding as part of the urban county, it may form a HOME consortium with the urban county. If the metropolitan city qualifies to receive a separate allocation of HOME funds, it has two options: (1) it may form a HOME consortium with the county, in which case it will be included as part of the county when the HOME funds for the county are calculated; or (2) the metropolitan city may administer its HOME program on its own. NOTE: The execution of a CDBG joint agreement between an urban county and metropolitan city does not in itself satisfy HOME requirements for a written consortia agreement. For additional information on the requirements for consortia agreements, see 24 CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).

The ESG program does provide for joint agreements among certain grantees; however, there are separate requirements that apply to those joint agreements. A metropolitan city and an urban county that each receive an allocation under ESG and are located within a geographic area that is covered by a single Continuum of Care (CoC) may jointly request the Secretary of Housing and Urban Development to permit the urban county or the metropolitan city, as agreed to by such county and city, to receive and administer their combined allocations under a single grant. For more information about joint agreements for the ESG program, contact Marlisa Grogan at 603-666-7510, Ext. 3049 or Marlisa.M.Grogan@hud.gov.

Counties and metropolitan cities considering a joint request should be aware that significant effects could occur where either the urban county or the metropolitan city would otherwise fall under the "exception rule" criteria for activities that benefit low-and moderate-income residents on an area basis (see 24 CFR 570.208(a)(1)(ii)). Joint agreements result in a modification to an urban county's configuration, and a change in the mix of census block groups in an urban county is likely to change the relative ranking of specific block groups by quartile, thus affecting the minimum concentration of low- and moderate-income persons under the "exception rule." HUD will make a rank-ordering computer run available to counties and metropolitan cities considering joint participation to assist them in determining the possible effects of inclusion and how such an agreement may impact their respective programs.

B. Subrecipient Agreements

The execution of cooperation agreements meeting the requirements of Section V, Cooperation Agreements, between an urban county and its participating units of local government does not in itself satisfy the requirement for a written subrecipient agreement required by the regulations at 24 CFR 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to disbursing any CDBG funds for any such activity or project, for executing a written subrecipient agreement with the unit

of government containing the minimum requirements found at 24 CFR 570.503. The subrecipient agreement must remain in effect during any period that the unit of local government has control over CDBG funds, including program income.

C. Ineligibility for State CDBG Program

An urban county's included units of general local government are ineligible to apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which they are participating in the Entitlement CDBG program with the urban county.

D. Eligibility for a HOME Consortium

When included units of local government become part of an urban county for the CDBG Program, they are part of the urban county for the HOME Program and may receive HOME funds only as part of the urban county or from the State. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government within an urban county from applying to the State for HOME funds, if the State allows. However, a unit of local government that chooses to opt out of the urban county may become part of a HOME consortium by signing the HOME consortium agreement.

E. Counties with Potential Metropolitan Cities

If a county includes an unit of general local government that believes its population meets the statutory threshold to enable it to receive CDBG entitlement funds as a metropolitan city directly, but the city and county have not yet received notification from HUD regarding metropolitan city eligibility, HUD has identified two options a county may use to address such situations:

1. The county and community can negotiate a schedule that will provide the community additional time to receive notification from HUD of its eligibility as a potential new metropolitan city and, if the community does not reach metropolitan city status (or becomes eligible and elects to defer its status), execute a cooperation agreement and still meet the deadlines identified in this Notice; or
2. If a county believes delaying the execution of a cooperation agreement until HUD provides such notification will prohibit it from meeting the submission deadlines in this Notice, the county may want to include a clause in the agreement that provides that the agreement will be voided if the community is advised by HUD, prior to the completion of the requalification process for FY 2021-2023, that it is eligible to become a metropolitan city and the community elects to take its entitlement status. If such a clause is used, it must state that if the agreement is not voided on the basis of the community's eligibility as a metropolitan city prior to July 24, 2020 (or a later date

if approved in writing by HUD), the community must remain a part of the county for the entire three-year period of the county's qualification.

Option 1 is preferred. Option 2 is available if a county wishes to use it, although there is concern that a community may believe that the use of a clause that may void the agreement will enable it to "opt out" later in the three-year period of qualification if it reaches the population during that time to be a metropolitan city. Therefore, any such clause must be clear that it applies only for a limited period of time.

There are jurisdictions that may potentially qualify as urban counties for the first time because they contain one or more metropolitan cities that may consider relinquishing their status as entitlement grantees. If a county has a metropolitan city or cities that are willing to relinquish its/their status as entitlement grantee(s) and the county wants to begin the process of qualifying as an urban county, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the county notifies the Field Office of its intent to qualify as an urban county. A list of these counties is provided as Attachment F.

F. Incorporated Unit of General Local Government Dissolution

A unit of general local government located in an urban county may unincorporate or dissolve or merge with another unit of general local government. Assuming the urban county possesses essential community development and housing assistance powers, the dissolved unit of general local government will automatically be considered as part of the urban county for CDBG program purposes. If the dissolved unit of government merges into another unit of general local government that already participates in the urban county, then the newly expanded unit of government will be a participant in the urban county's CDBG program. The cooperation agreement between the urban county and the expanded unit of general local government will need to be submitted to the Field Office for Field Counsel review.

The Bureau of Census' (Census) designation of a former incorporated unit of general local government as dissolved or a former unincorporated unit of general local government as incorporated is important because Section 102(b) of the Housing and Community Development Act of 1974, as amended, requires the definitions in Section 102(a) such as city, metropolitan city, and urban county to be based on the most recent data compiled by Census. Therefore, Census must recognize the former incorporated unit of general local government as dissolved for it to be recognized by HUD as no longer being an incorporated unit of general local government.

If the urban county is requalifying this year or the following year, and the unit of general local government is recognized as dissolved by Census, the former unit of general local government will be considered a part of the unincorporated area of the urban county. In that instance, CDBG funds may be used to assist activities that will be located in the former unit of general local government, and its residents may benefit from CDBG-assisted activities.

If the urban county is requalifying this year, and the unit of general local government is not recognized as dissolved by Census (although dissolution has occurred), it will become part of the urban county, since the unit of government will legally cease to exist.

G. Qualification of New York Towns as Metropolitan Cities

In the state of New York, there are towns that can qualify as metropolitan cities. These towns are required to secure the participation of all of the incorporated villages located within their boundaries to attain metropolitan city status. As metropolitan cities, these towns may receive their own CDBG grants. New York towns requalify every three years.

There are eight New York towns (Greensburgh, Hempstead, North Hempstead, Oyster Bay, Clarkstown, Ramapo, Smithtown, and Southampton) that are located in existing urban counties and are eligible to be metropolitan cities, but have not taken steps to qualify as metropolitan cities. They decided to participate in their respective urban counties' CDBG programs as participating units of general government. However, when the urban counties in which the towns are located requalify, these eight towns may decide to become metropolitan cities and administer their own CDBG programs. This means that the towns have elected to leave the urban counties in which they were participating as units of general local government. If a New York town decides to become a metropolitan city and administer its own CDBG program, the following steps must be taken:

1. The New York town should decide before the urban county requalification process starts (usually March or April) whether it will accept its metropolitan city status. Past experience has demonstrated that units of general local government need a lot of time to complete all of the necessary processes, so HUD recommends that this decision-making process start in the year before the urban county's requalification year. The town must secure the participation of all of the villages located within its boundaries by execution of a cooperation agreement with those villages. Depending on local circumstances, it may take several months to notify every village in writing of its intent to become a separate entitlement community and to secure the participation of all of the villages. The town cannot qualify as an entitlement grantee unless it secures the participation of all of the villages. For example, Blue County is requalifying in 2021 for 2022-2024. The town of Orange has been participating in the county's CDBG program but would like to become an entitlement grantee and administer its own CDBG program. It is advisable that the town make this decision during 2020 so it can begin to contact the villages and secure their participation in the town's CDBG program.
2. The urban county is required to notify all participating units of general local government in writing (typically, in April) that they may choose to opt out of

participation in the urban county's CDBG program. The units of general local government must notify the urban counties in writing of their decisions by the due date (typically, in June) in Section II of the urban county Qualification/Requalification Notice. The New York town must respond to the urban county's correspondence by that date. If the town has an automatically renewing cooperation agreement with the urban county, it must notify the county (typically by mid-June) that it is terminating the cooperation agreement. The urban county must be notified by the established deadlines in this Notice so that it may complete the requalification process in a timely manner. Failure to meet the established deadlines may result in the New York town having to remain as part of the urban county for the next three-year qualification period. Furthermore, if a town notifies its respective urban county that it is leaving, and then does not sign up all the villages, then the town and any villages that have signed on to the towns may be excluded from the urban county but cannot receive separate metropolitan city funding because it did not qualify.

IX. DETERMINATIONS OF ESSENTIAL POWERS

- A. For new urban counties, HUD Field Office Counsel must initially determine whether each county within its jurisdiction that is eligible to qualify as an urban county has powers to carry out essential community renewal and lower-income housing assistance activities. For requalifying urban counties, the Field Office Counsel may rely on its previous determination(s) unless there is evidence to the contrary. In assessing such evidence, Field Office counsel may consider information provided by the county and its included units of general local government as well as other relevant information obtained from independent sources.

For these purposes, the term "essential community development and housing assistance activities" means community renewal and lower-income housing assistance activities. Activities that may be accepted as essential community development and housing assistance activities might include, but are not limited to (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing; (2) direct rehabilitation of or financial assistance to housing; (3) low rent housing activities; (4) disposition of land to private developers for appropriate redevelopment; and (5) condemnation of property for low-income housing.

In making the required determinations, Field Office Counsel must consider both the county's authority and, where applicable, the authority of its designated agency or agencies. Field Office Counsel shall make such determinations as identified below and concur in notifications to the county(ies) about these issues.

- B. For new and requalifying counties, the notification by the Field Office required under Section II, paragraph A, must include the following determinations:

1. Whether the county is authorized to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government.
2. In which of the county's units of general local government the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality. The population of these units of local government will be counted towards qualification of the urban county unless they specifically elect to be excluded from the county for purposes of the CDBG program and so notify both the county and HUD in writing by June 5, 2020 (see Section II, paragraph E); and,
3. In which of the county's units of general local government the county is either (a) not authorized to undertake essential community development and housing assistance activities or (b) may do so only with the consent of the governing body of the locality. The population of these units of local government will only be counted if they have signed cooperation agreements with the county that meet the standards set forth in Section V of this Notice.

ATTACHMENT A

ALL CURRENTLY QUALIFIED URBAN COUNTIES

NEW ENGLAND FIELD OFFICES

MAINE

CUMBERLAND COUNTY

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY

ATLANTIC COUNTY

NEW JERSEY

BERGEN COUNTY

NEW JERSEY

BURLINGTON COUNTY

NEW JERSEY

CAMDEN COUNTY

NEW JERSEY

ESSEX COUNTY

NEW JERSEY

GLOUCESTER COUNTY

NEW JERSEY

HUDSON COUNTY

NEW JERSEY

MIDDLESEX COUNTY

NEW JERSEY

MONMOUTH COUNTY

NEW JERSEY

MORRIS COUNTY

NEW JERSEY

OCEAN COUNTY

NEW JERSEY

PASSAIC COUNTY

NEW JERSEY

SOMERSET COUNTY

NEW JERSEY

UNION COUNTY

NEW YORK

DUTCHESS COUNTY

NEW YORK

ERIE COUNTY

NEW YORK

MONROE COUNTY

NEW YORK

NASSAU COUNTY

NEW YORK

ONONDAGA COUNTY

NEW YORK

ORANGE COUNTY

NEW YORK

ROCKLAND COUNTY

NEW YORK

SUFFOLK COUNTY

NEW YORK

WESTCHESTER COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE

NEW CASTLE COUNTY

MARYLAND

ANNE ARUNDEL COUNTY

MARYLAND

BALTIMORE COUNTY

MARYLAND

HARFORD COUNTY

MARYLAND

HOWARD COUNTY

MARYLAND
MARYLAND

MONTGOMERY COUNTY
PRINCE GEORGES COUNTY

PENNSYLVANIA
PENNSYLVANIA

ALLEGHENY COUNTY
BEAVER COUNTY
BERKS COUNTY
BUCKS COUNTY
CHESTER COUNTY
CUMBERLAND COUNTY
DAUPHIN COUNTY
DELAWARE COUNTY
LANCASTER COUNTY
LEHIGH COUNTY
LUZERNE COUNTY
MONTGOMERY COUNTY
NORTHAMPTON COUNTY
WASHINGTON COUNTY
WESTMORELAND COUNTY
YORK COUNTY

VIRGINIA
VIRGINIA
VIRGINIA
VIRGINIA
VIRGINIA
VIRGINIA

ARLINGTON COUNTY
CHESTERFIELD COUNTY
FAIRFAX COUNTY
HENRICO COUNTY
LOUDOUN COUNTY
PRINCE WILLIAM COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA
ALABAMA

JEFFERSON COUNTY
MOBILE COUNTY

FLORIDA
FLORIDA

BREVARD COUNTY
BROWARD COUNTY
COLLIER COUNTY
ESCAMBIA COUNTY
HILLSBOROUGH COUNTY
JACKSONVILLE-DUVAL COUNTY
LAKE COUNTY
LEE COUNTY
MANATEE COUNTY
MARION COUNTY

FLORIDA
FLORIDA

MIAMI-DADE COUNTY
ORANGE COUNTY
OSCEOLA COUNTY
PALM BEACH COUNTY
PASCO COUNTY
PINELLAS COUNTY
POLK COUNTY
SARASOTA COUNTY
SEMINOLE COUNTY
ST. JOHNS COUNTY
VOLUSIA COUNTY

GEORGIA
GEORGIA
GEORGIA
GEORGIA
GEORGIA
GEORGIA
GEORGIA

CHEROKEE COUNTY
CLAYTON COUNTY
COBB COUNTY
DE KALB COUNTY
FULTON COUNTY
GWINNETT COUNTY
HENRY COUNTY

NORTH CAROLINA
NORTH CAROLINA
NORTH CAROLINA
NORTH CAROLINA

CUMBERLAND COUNTY
MECKLENBURG COUNTY
UNION COUNTY
WAKE COUNTY

SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA

CHARLESTON COUNTY
GREENVILLE COUNTY
HORRY COUNTY
LEXINGTON COUNTY
RICHLAND COUNTY
SPARTANBURG COUNTY

TENNESSEE
TENNESSEE

KNOX COUNTY
SHELBY COUNTY

MIDWEST FIELD OFFICES

ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS

COOK COUNTY
DU PAGE COUNTY
KANE COUNTY
LAKE COUNTY
MADISON COUNTY

ILLINOIS
ILLINOIS
ILLINOIS

MCHENRY COUNTY
ST, CLAIR COUNTY
WILL COUNTY

INDIANA
INDIANA

HAMILTON COUNTY
LAKE COUNTY

MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN

GENESEE COUNTY
KENT COUNTY
MACOMB COUNTY
OAKLAND COUNTY
WASHTENAW COUNTY
WAYNE COUNTY

MINNESOTA
MINNESOTA
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MINNESOTA

ANOKA COUNTY
DAKOTA COUNTY
HENNEPIN COUNTY
RAMSEY COUNTY
ST. LOUIS COUNTY
WASHINGTON COUNTY

OHIO
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OHIO

BUTLER COUNTY
CLERMONT COUNTY
CUYAHOGA COUNTY
FRANKLIN COUNTY
HAMILTON COUNTY
LAKE COUNTY
MONTGOMERY COUNTY
STARK COUNTY
SUMMIT COUNTY
WARREN COUNTY

WISCONSIN
WISCONSIN
WISCONSIN

DANE COUNTY
MILWAUKEE COUNTY
WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA
LOUISIANA

JEFFERSON PARISH
ST. TAMMANY PARISH

OKLAHOMA

TULSA COUNTY

TEXAS
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BEXAR COUNTY
BRAZORIA COUNTY
DALLAS COUNTY
FORT BEND COUNTY
HARRIS COUNTY
HIDALGO COUNTY
MONTGOMERY COUNTY
TARRANT COUNTY
TRAVIS COUNTY
WILLIAMSON COUNTY

GREAT PLAINS FIELD OFFICES

KANSAS

JOHNSON COUNTY

MISSOURI
MISSOURI
MISSOURI

JEFFERSON COUNTY
ST. LOUIS COUNTY
ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO
COLORADO
COLORADO
COLORADO

ADAMS COUNTY
ARAPAHOE COUNTY
EL PASO COUNTY
JEFFERSON COUNTY

UTAH
UTAH
UTAH

DAVIS COUNTY
SALT LAKE COUNTY
UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA
ARIZONA
ARIZONA

MARICOPA COUNTY
PIMA COUNTY
PINAL COUNTY

CALIFORNIA
CALIFORNIA
CALIFORNIA
CALIFORNIA
CALIFORNIA

ALAMEDA COUNTY
CONTRA COSTA COUNTY
FRESNO COUNTY
KERN COUNTY
LOS ANGELES COUNTY

CALIFORNIA
CALIFORNIA

MARIN COUNTY
MONTEREY COUNTY
ORANGE COUNTY
RIVERSIDE COUNTY
SACRAMENTO COUNTY
SAN BERNARDINO COUNTY
SAN DIEGO COUNTY
SAN JOAQUIN COUNTY
SAN LUIS OBISPO COUNTY
SAN MATEO COUNTY
SANTA BARBARA COUNTY
SANTA CLARA COUNTY
SONOMA COUNTY
STANISLAUS COUNTY
VENTURA COUNTY

NEVADA

CLARK COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON
OREGON
OREGON

CLACKAMAS COUNTY
MULTNOMAH COUNTY
WASHINGTON COUNTY

WASHINGTON
WASHINGTON
WASHINGTON
WASHINGTON
WASHINGTON
WASHINGTON
WASHINGTON

CLARK COUNTY
KING COUNTY
KITSAP COUNTY
PIERCE COUNTY
SNOHOMISH COUNTY
SPOKANE COUNTY
THURSTON COUNTY

ATTACHMENT B

COUNTIES SCHEDULED TO REQUALIFY IN 2020 FOR FYS 2021-2023

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	BERGEN COUNTY
NEW JERSEY	BURLINGTON COUNTY
NEW JERSEY	CAMDEN COUNTY
NEW JERSEY	ESSEX COUNTY
NEW JERSEY	HUDSON COUNTY
NEW JERSEY	MIDDLESEX COUNTY
NEW JERSEY	MONMOUTH COUNTY
NEW JERSEY	MORRIS COUNTY
NEW JERSEY	UNION COUNTY

NEW YORK	ERIE COUNTY
NEW YORK	MONROE COUNTY
NEW YORK	NASSAU COUNTY
NEW YORK	ONONDAGA COUNTY
NEW YORK	ORANGE COUNTY
NEW YORK	ROCKLAND COUNTY
NEW YORK	SUFFOLK COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE	NEW CASTLE COUNTY
MARYLAND	ANNE ARUNDEL COUNTY
MARYLAND	BALTIMORE COUNTY
MARYLAND	HARFORD COUNTY
MARYLAND	MONTGOMERY COUNTY
MARYLAND	PRINCE GEORGES COUNTY

PENNSYLVANIA	ALLEGHENY COUNTY
PENNSYLVANIA	BEAVER COUNTY
PENNSYLVANIA	BERKS COUNTY
PENNSYLVANIA	BUCKS COUNTY
PENNSYLVANIA	CHESTER COUNTY
PENNSYLVANIA	DELAWARE COUNTY
PENNSYLVANIA	LANCASTER COUNTY
PENNSYLVANIA	LUZERNE COUNTY

PENNSYLVANIA
PENNSYLVANIA
PENNSYLVANIA
PENNSYLVANIA

MONTGOMERY COUNTY
WASHINGTON COUNTY
WESTMORELAND COUNTY
YORK COUNTY

VIRGINIA
VIRGINIA

ARLINGTON COUNTY
FAIRFAX COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA

JEFFERSON COUNTY

FLORIDA
FLORIDA
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FLORIDA
FLORIDA

BROWARD COUNTY
ESCAMBIA COUNTY
HILLSBOROUGH COUNTY
LAKE COUNTY
MIAMI-DADE COUNTY
ORANGE COUNTY
PALM BEACH COUNTY
PINELLAS COUNTY
POLK COUNTY
VOLUSIA COUNTY

GEORGIA
GEORGIA
GEORGIA
GEORGIA
GEORGIA

CHEROKEE COUNTY
COBB COUNTY
DE KALB COUNTY
FULTON COUNTY
HENRY COUNTY

SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA

CHARLESTON COUNTY
GREENVILLE COUNTY
LEXINGTON COUNTY

TENNESSEE

KNOX COUNTY

MIDWEST FIELD OFFICES

ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS

COOK COUNTY
DU PAGE COUNTY
LAKE COUNTY
MADISON COUNTY
ST. CLAIR COUNTY

ILLINOIS
MICHIGAN
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WILL COUNTY
GENESEE COUNTY
KENT COUNTY
MACOMB COUNTY
OAKLAND COUNTY
WASHTENAW COUNTY
WAYNE COUNTY

MINNESOTA

HENNEPIN COUNTY

OHIO
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OHIO

CLERMONT COUNTY
CUYAHOGA COUNTY
FRANKLIN COUNTY
HAMILTON COUNTY
LAKE COUNTY
MONTGOMERY COUNTY
STARK COUNTY
SUMMIT COUNTY
WARREN COUNTY

WISCONSIN

MILWAUKEE COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA

JEFFERSON PARISH

TEXAS
TEXAS
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TEXAS
TEXAS

DALLAS COUNTY
HARRIS COUNTY
HIDALGO COUNTY
TARRANT COUNTY
TRAVIS COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI

ST. LOUIS COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO
COLORADO

EL PASO COUNTY
JEFFERSON COUNTY

UTAH

SALT LAKE COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA

MARICOPA COUNTY

CALIFORNIA
CALIFORNIA

ALAMEDA COUNTY
CONTRA COSTA COUNTY
FRESNO COUNTY
KERN COUNTY
LOS ANGELES COUNTY
MARIN COUNTY
ORANGE COUNTY
RIVERSIDE COUNTY
SACRAMENTO COUNTY
SAN BERNARDINO COUNTY
SAN DIEGO COUNTY
SAN JOAQUIN COUNTY
SAN LUIS OBISPO COUNTY
SAN MATEO COUNTY
SANTA CLARA COUNTY
SONOMA COUNTY

NEVADA

CLARK COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON
OREGON

CLACKAMAS COUNTY
WASHINGTON COUNTY

WASHINGTON
WASHINGTON
WASHINGTON
WASHINGTON
WASHINGTON

CLARK COUNTY
KING COUNTY
PIERCE COUNTY
SNOHOMISH COUNTY
SPOKANE COUNTY

ATTACHMENT C

COUNTIES SCHEDULED TO REQUALIFY IN 2021 FOR FYS 2022-2024

NEW ENGLAND FIELD OFFICES

MAINE CUMBERLAND COUNTY

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY ATLANTIC COUNTY

NEW YORK DUTCHESS COUNTY
NEW YORK WESTCHESTER COUNTY

MID-ATLANTIC FIELD OFFICES

PENNSYLVANIA LEHIGH COUNTY
PENNSYLVANIA NORTHAMPTON COUNTY

VIRGINIA CHESTERFIELD COUNTY
VIRGINIA LOUDOUN COUNTY
VIRGINIA PRINCE WILLIAM COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

FLORIDA BREVARD COUNTY
FLORIDA COLLIER COUNTY
FLORIDA JACKSONVILLE-DUVAL COUNTY
FLORIDA OSCEOLA COUNTY
FLORIDA PASCO COUNTY
FLORIDA SEMINOLE COUNTY
FLORIDA ST. JOHNS COUNTY

GEORGIA CLAYTON COUNTY
GEORGIA GWINNETT COUNTY

NORTH CAROLINA CUMBERLAND COUNTY
NORTH CAROLINA MECKLENBURG COUNTY
NORTH CAROLINA UNION COUNTY
NORTH CAROLINA WAKE COUNTY

SOUTH CAROLINA SPARTANBURG COUNTY

TENNESSEE SHELBY COUNTY

MIDWEST FIELD OFFICES

ILLINOIS
ILLINOIS

KANE COUNTY
MCHENRY COUNTY

INDIANA
INDIANA

HAMILTON COUNTY
LAKE COUNTY

MINNESOTA
MINNESOTA

RAMSEY COUNTY
WASHINGTON COUNTY

SOUTHWEST FIELD OFFICES

TEXAS
TEXAS
TEXAS
TEXAS
TEXAS

BEXAR COUNTY
BRAZORIA COUNTY
FORT BEND COUNTY
MONTGOMERY COUNTY
WILLIAMSON COUNTY

GREAT PLAINS FIELD OFFICES

KANSAS

JOHNSON COUNTY

MISSOURI

JEFFERSON COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO
COLORADO

ADAMS COUNTY
ARAPAHOE COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA

PINAL COUNTY

CALIFORNIA
CALIFORNIA
CALIFORNIA

MONTEREY COUNTY
SANTA BARBARA COUNTY
VENTURA COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON

MULTNOMAH COUNTY

WASHINGTON

THURSTON COUNTY

ATTACHMENT D

COUNTIES SCHEDULED TO REQUALIFY IN 2022 FOR FYS 2023-2025

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	GLOUCESTER COUNTY
NEW JERSEY	OCEAN COUNTY
NEW JERSEY	PASSAIC COUNTY
NEW JERSEY	SOMERSET COUNTY

MID-ATLANTIC FIELD OFFICES

MARYLAND	HOWARD COUNTY
PENNSYLVANIA	CUMBERLAND COUNTY
PENNSYLVANIA	DAUPHIN COUNTY
VIRGINIA	HENRICO COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	MOBILE COUNTY
FLORIDA	LEE COUNTY
FLORIDA	MANATEE COUNTY
FLORIDA	MARION COUNTY
FLORIDA	SARASOTA COUNTY
SOUTH CAROLINA	HORRY COUNTY
SOUTH CAROLINA	RICHLAND COUNTY

MIDWEST FIELD OFFICES

MINNESOTA	ANOKA COUNTY
MINNESOTA	DAKOTA COUNTY
MINNESOTA	ST LOUIS COUNTY
OHIO	BUTLER COUNTY

WISCONSIN
WISCONSIN

DANE COUNTY
WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA

ST. TAMMANY PARISH

OKLAHOMA

TULSA COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI

ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

UTAH
UTAH

DAVIS COUNTY
UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA

PIMA COUNTY

CALIFORNIA

STANISLAUS COUNTY

NORTHWEST/ALASKA FIELD OFFICES

WASHINGTON

KITSAP COUNTY

ATTACHMENT E

**COUNTIES QUALIFIED THROUGH 2021 OR 2022 THAT CONTAIN
NON-PARTICIPATING COMMUNITIES**

NEW ENGLAND FIELD OFFICES

CUMBERLAND COUNTY MAINE

NEW YORK/NEW JERSEY FIELD OFFICES

ATLANTIC COUNTY NEW JERSEY
PASSAIC COUNTY NEW JERSEY
WESTCHESTER COUNTY NEW YORK

MID-ATLANTIC FIELD OFFICES

DAUPHIN COUNTY PENNSYLVANIA

SOUTHEAST/CARIBBEAN FIELD OFFICES

MOBILE COUNTY ALABAMA
BREVARD COUNTY FLORIDA
COLLIER COUNTY FLORIDA

JACKSONVILLE-DUVAL COUNTY FLORIDA
LEE COUNTY FLORIDA
MANATEE COUNTY FLORIDA
MARION COUNTY FLORIDA
PASCO COUNTY FLORIDA
ST. JOHNS COUNTY FLORIDA
GWINNETT COUNTY GEORGIA
MECKLENBURG COUNTY NORTH CAROLINA
UNION COUNTY NORTH CAROLINA
WAKE COUNTY NORTH CAROLINA
HORRY COUNTY SOUTH CAROLINA
RICHLAND COUNTY SOUTH CAROLINA
SPARTANBURG COUNTY SOUTH CAROLINA

MIDWEST FIELD OFFICES

KANE COUNTY
HAMILTON COUNTY
DAKOTA COUNTY
WASHINGTON COUNTY
DANE COUNTY
WAUKESHA COUNTY

ILLINOIS
INDIANA
MINNESOTA
MINNESOTA
WISCONSIN
WISCONSIN

SOUTHWEST FIELD OFFICES

TULSA COUNTY
BEXAR COUNTY
BRAZORIA COUNTY
FORT BEND COUNTY
MONTGOMERY COUNTY
WILLIAMSON COUNTY

OKLAHOMA
TEXAS
TEXAS
TEXAS
TEXAS
TEXAS

GREAT PLAINS FIELD OFFICES

JEFFERSON COUNTY
ST. CHARLES COUNTY

MISSOURI
MISSOURI

ROCKY MOUNTAIN FIELD OFFICES

ADAMS COUNTY
ARAPAHOE COUNTY
UTAH COUNTY

COLORADO
COLORADO
UTAH

PACIFIC/HAWAII FIELD OFFICES

PINAL COUNTY
MONTEREY COUNTY
SANTA BARBARA COUNTY
STANISLAUS COUNTY

ARIZONA
CALIFORNIA
CALIFORNIA
CALIFORNIA

ATTACHMENT F
LIST OF COUNTIES THAT MAY QUALIFY AS URBAN COUNTIES IF
METROPOLITAN CITIES RELINQUISH THEIR STATUS

STATE	NAME	ENTITLEMENT	POP2018
AL	Madison County		366,519
AL		Huntsville city (pt.)	195,308
AL	Montgomery County		225,763
AL		Montgomery city	198,218
AL	Tuscaloosa County		208,911
AL		Tuscaloosa city	101,113
AR	Benton County		272,608
AR		Rogers city	67,600
AR		Springdale city (pt.)	7,362
AR	Pulaski County		392,680
AR		Jacksonville city	28,287
AR		Little Rock city	197,881
AR		North Little Rock city	66,127
AR	Washington County		236,961
AR		Fayetteville city	86,751
AR		Springdale city (pt.)	73,667
AZ	Yavapai County		231,993
AZ		Prescott city	43,314
AZ	Yuma County		212,128
AZ		Yuma city	97,908
CA	Butte County		231,256
CA		Chico city	94,776
CA		Paradise town	26,800
CA	Merced County		274,765
CA		Merced city	83,316
CA	Placer County		393,149
CA		Rocklin city	67,221
CA		Roseville city	139,117
CA	Santa Cruz County		274,255
CA		Santa Cruz city	64,725
CA		Watsonville city	53,920
CA	Solano County		446,610
CA		Fairfield city	116,884
CA		Vacaville city	100,154
CA		Vallejo city	121,913
CA	Yolo County		220,408
CA		Davis city	69,289
CA		West Sacramento city	53,727
CA		Woodland city	60,531

STATE	NAME	ENTITLEMENT	POP2018
CO	Boulder County		326,078
CO		Boulder city	107,353
CO		Longmont city (pt.)	95,988
CO	Larimer County		350,518
CO		Fort Collins city	167,830
CO		Loveland city	77,446
FL	Alachua County		269,956
FL		Gainesville city	133,857
FL	Leon County		292,502
FL		Tallahassee city	193,551
FL	Okaloosa County		207,269
FL		Crestview city	24,664
FL		Fort Walton Beach city	22,284
FL	St. Lucie County		321,128
FL		Fort Pierce city	46,071
FL		Port St. Lucie city	195,248
GA	Chatham County		289,195
GA		Savannah city	145,862
GA	Hall County		202,148
GA		Gainesville city	41,464
IA	Linn County		225,909
IA		Cedar Rapids city	133,174
ID	Ada County		469,966
ID		Boise City	228,790
ID		Meridian city	106,804
ID	Canyon County		223,499
ID		Caldwell city	56,541
ID		Nampa city	96,252
IL	Champaign County		209,983
IL		Champaign city	88,029
IL		Rantoul village	12,691
IL		Urbana city	42,046
IL	Winnebago County		284,081
IL		Rockford city (pt.)	146,524
IN	Allen County		375,351
IN		Fort Wayne city	267,633
IN	Elkhart County		205,560
IN		Elkhart city	52,367
IN		Goshen city	33,566
IN	St. Joseph County		270,771
IN		Mishawaka city	49,931
IN		South Bend city	101,860
KS	Sedgwick County		513,607
KS		Wichita city	389,255

STATE	NAME	ENTITLEMENT	POP2018
LA	Caddo Parish		242,922
LA		Shreveport city (pt.)	186,423
LA	Calcasieu Parish		203,112
LA		Lake Charles city	78,001
MD	Frederick County		255,648
MD		Frederick city	72,146
ME	York County		412,458
ME		Biddeford city	43,028
MI	Ingham County		292,735
MI		East Lansing city (pt.)	46,015
MI		Lansing city (pt.)	113,561
MI	Kalamazoo County		264,870
MI		Kalamazoo city	76,545
MI		Portage city	49,216
MO	Clay County		246,365
MO		Kansas City city (pt.)	126,460
MO	Greene County		291,923
MO		Springfield city (pt.)	168,120
MO	Jackson County		700,307
MO		Blue Springs city	55,104
MO		Independence city (pt.)	116,925
MO		Kansas City city (pt.)	315,801
MO		Lee's Summit city (pt.)	96,380
MS	Harrison County		206,650
MS		Biloxi city	45,968
MS		Gulfport city	71,870
MS	Hinds County		237,085
MS		Jackson city (pt.)	163,803
NC	Buncombe County		259,103
NC		Asheville city	92,452
NC	Cabarrus County		211,342
NC		Concord city	94,130
NC		Kannapolis city (pt.)	39,308
NC	Durham County		316,739
NC		Chapel Hill town (pt.)	2,993
NC		Durham city (pt.)	274,251
NC		Raleigh city (pt.)	1,292
NC	Forsyth County		379,099
NC		High Point city (pt.)	94
NC		Winston-Salem city	246,328
NC	Gaston County		222,846
NC		Gastonia city	77,024
NC	Guilford County		533,670
NC		Burlington city (pt.)	822

STATE	NAME	ENTITLEMENT	POP2018
NC		Greensboro city	294,722
NC		High Point city (pt.)	106,723
NC	New Hanover County		232,274
NC		Wilmington city	122,607
NE	Douglas County		566,880
NE		Omaha city	468,262
NE	Lancaster County		317,272
NE		Lincoln city	287,401
NJ	Mercer County		369,811
NJ		Ewing township	36,421
NJ		Hamilton township	87,552
NJ		Princeton	62,772
NJ		Trenton city	83,974
NM	Bernalillo County		678,701
NM		Albuquerque city	560,218
NM		Rio Rancho city (pt.)	2
NM	Dota Ana County		217,522
NM		Las Cruces city	102,926
NV	Washoe County		465,735
NV		Reno city	250,998
NV		Sparks city	104,246
NY	Albany County		307,117
NY		Albany city	97,279
NY		Colonie town	83,194
NY	Niagara County		210,433
NY		Niagara Falls city	48,144
NY	Oneida County		229,577
NY		Rome city	32,204
NY		Utica city	60,100
OH	Delaware County		204,826
OH		Columbus city (pt.)	8,432
OH	Lorain County		309,461
OH		Elyria city	53,881
OH		Lorain city	64,028
OH	Lucas County		429,899
OH		Toledo city	274,975
OH	Mahoning County		229,642
OH		Alliance city (pt.)	34
OH		Youngstown city (pt.)	64,955
OK	Cleveland County		281,669
OK		Moore city	62,103
OK		Norman city	123,471
OK		Oklahoma City city (Pt.)	69,235

STATE	NAME	ENTITLEMENT	POP2018
OK	Oklahoma County		792,582
OK		Edmond city	93,127
OK		Midwest City city	57,325
OK		Oklahoma City city (pt.)	522,613
OR	Jackson County		219,564
OR		Ashland city	21,263
OR		Medford city	82,347
OR		Lane County	379,611
OR		Eugene city	171,245
OR		Springfield city	62,979
PA		Erie County	272,061
PA		Erie city	96,471
PA		Millcreek township	53,037
PA	Lackawanna County		210,793
PA		Scranton city	77,182
SC	Anderson County		200,482
SC		Anderson city	27,380
SC	York County		274,118
SC		Rock Hill city	74,309
TN	Hamilton County		364,286
TN		Chattanooga city	180,557
TN	Montgomery County		205,950
TN		Clarksville city	156,794
TN	Rutherford County		324,890
TN		Murfreesboro city	141,344
TN	Williamson County		231,729
TN		Franklin city 80,914	
TX	Bell County		355,642
TX		Killeen city	149,103
TX		Temple city	76,256
TX	Brazos County		226,758
TX		Bryan city	85,445
TX		College Station city	116,218
TX	Cameron County		423,908
TX		Brownsville city	183,392
TX		Harlingen city	65,436
TX		San Benito city	24,385
TX	El Paso County		840,758
TX		El Paso city	682,669
TX	Galveston County		337,890
TX		Galveston city	50,457
TX		League City city (pt.)	104,260
TX		Texas City city (pt.)	49,153

STATE	NAME	ENTITLEMENT	POP2018
TX	Hays County		222,631
TX		San Marcos city (pt.)	63,506
TX	Jefferson County		255,001
TX		Beaumont city	118,428
TX		Port Arthur city (pt.)	55,010
TX	Lubbock County		307,412
TX		Lubbock city	255,885
TX	McLennan County		254,607
TX		Waco city	138,183
TX	Nueces County		362,265
TX		Corpus Christi city (pt.)	326,554
TX	Smith County		230,221
TX		Tyler city	105,729
TX	Webb County		275,910
TX		Laredo city	261,639
UT	Weber County		256,359
UT		Ogden city	87,325
WA	Benton County		201,877
WA		Kennewick city	82,943
WA		Richland city	57,303
WA	Whatcom County		225,685
WA		Bellingham city	90,665
WA	Yakima County		251,446
WA		Yakima city	93,884
WI	Brown County		263,378
WI		Green Bay city	104,879

ATTACHMENT G

COUNTIES PREVIOUSLY IDENTIFIED AS ELIGIBLE BUT
HAVE NOT ACCEPTED URBAN COUNTY STATUS

NEW ENGLAND FIELD OFFICES

NEW HAMPSHIRE

HILLSBOROUGH COUNTY
ROCKINGHAM COUNTY

NEW YORK/NEW JERSEY OFFICES

NEW YORK

SARATOGA COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE

SUSSEX COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

FLORIDA

CLAY COUNTY

GEORGIA

FORSYTH COUNTY

SOUTH CAROLINA

BERKELEY COUNTY

MIDWEST FIELD OFFICES

MICHIGAN

OTTAWA COUNTY

SOUTHWEST FIELD OFFICES

TEXAS

COLLIN COUNTY

TEXAS

DENTON COUNTY

GREAT PLAINS FIELD OFFICES

IOWA

POLK COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO

DOUGLAS COUNTY

COLORADO

WELD COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA

MOHAVE COUNTY*

CALIFORNIA

TULARE COUNTY

*Mohave County may only qualify as an urban county if the cities of Kingman and Lake Havasu both decide not to accept their entitlement status.

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“Agreement”) is entered into by and between the **Town/City of _____** (hereinafter referred to as the **“Municipality”**) and **Prince George’s County, Maryland, a body corporate and politic** (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 Grants (“ESG”) programs during the Federal Fiscal Years (“FYs”) 2021 through 2023 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 the 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 to assist with 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 allocations during the Federal FYs 2021 through 2023 ("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 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 nor the Municipality may 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:

FOR: _____

(Signature of Witness)

By: _____
(Signature of Authorized Official)

(Title)

(Date)

FOR: Prince George's County, Maryland

By: _____

Angie Rodgers
Deputy Chief Administrative Officer
for Economic Development

(Date)

Reviewed and Approval Recommended

Estella Alexander, Director
Department of Housing & Community Development

