

Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772

Board of Town Commissioners SPECIAL WORK SESSION

June 3, 2020 – 12:00 noon

AGENDA

Work Sessions are open to public observation, however,
public participation is at the discretion of the Board

This meeting will be conducted via Zoom Video Teleconference: <https://us02web.zoom.us/j/81308082268>

Video Meeting ID: 813 0808 2268, or, Audio Dial-in only: (301) 715-8592.

Attendees/guests must sign-in with the Clerk.

Roll Call

Pledge of Allegiance

Business

- Community Development Block Grant (CDBG). Board vote to authorize membership application submission for 3-year program (time sensitive).

Adjournment

*All meetings are subject to closure in accordance with the State Open Meetings Act—House Bill 217
See back of Agenda for Public Comment Procedures*

Kai Bernal-LeClaire
Commissioner/Treasurer

Wanda Leonard
Commissioner

Linda Pennoyer
Commissioner/President

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

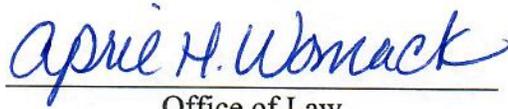
(Date)

Reviewed and Approval Recommended

Estella Alexander, Director
Department of Housing & Community Development

Legal Certification

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



Office of Law

CERTIFICATION OF COOPERATION AGREEMENT

The attached Cooperation Agreement between **Prince George’s County, Maryland** (“County”), a body corporate and politic, on behalf of the **Prince George’s County Department of Housing and Community Development (“DHCD”)** and the _____ (*Name of Municipality*) was dully considered and approved by majority vote of the _____ (*Name of Municipal Governing Body*) at an official meeting on ___ day of _____, 2020 and the _____ (*Mayor/Authorized Officer*) was duly authorized to execute said Cooperation Agreement on behalf of the Municipality.

For: _____ of _____
(Town/City) *(Municipality Name)*

ATTEST: _____
(Clerk/Authorized Official)(Seal)

Date: _____, 2020