

GWINNETT COUNTY  
BOARD OF COMMISSIONERS

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GwinnettCounty.com

Nicole L. Hendrickson, Chairwoman  
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Marlene M. Fosque, District 4

May 19, 2021

The Honorable Mayor Steve Edwards  
City of Sugar Hill  
5039 West Broad Street  
Sugar Hill, Georgia 30518

Dear Mayor Steve Edwards:

As the lead entity for the Gwinnett Community Development Block Grant (CDBG) Program, Gwinnett County Board of Commissioners are required to requalify as an Urban County along with each of its municipal partners every three years. As such, the Community Development Program office is requesting for each participating city/town to pass a resolution to authorize the chief elected official to execute a cooperation agreement that allows for continual participation in Gwinnett's CDBG Program. If City of Sugar Hill decides not to participate in the Urban County Qualification for Gwinnett County's CDBG Program, a formal declaration that excludes participation must be submitted to the Gwinnett County Community Development Program Office on or before June 25, 2021.

As a participant under the Gwinnett Urban County, City of Sugar Hill is not eligible to apply for Community Development Block Grant (CDBG) funds under the Georgia Department of Community Affairs (DCA) CDBG program while it is a part of the Gwinnett Urban County. Also, as a participant under the Gwinnett Urban County, City of Sugar Hill is automatically eligible to participate in the HOME investment Partnerships Program (HOME) and Emergency Solutions Grant (ESG) program if the urban county receives HOME and ESG funding, respectively.

If a jurisdiction decides to exclude itself from Gwinnett's Urban County, it may compete statewide through the Georgia Department of Community Affairs (DCA) application process for future CDBG, HOME, or ESG funding.

We have enjoyed working with your municipality over the years and we know that the CDBG funds invested in the City of Sugar Hill has financed numerous public improvement projects, supported non-profit agencies, and aided low- and moderate- income families. Should you have any questions regarding the Gwinnett Urban County qualification, please contact Ms. Eryca Fambro, Director of Community Development Program via phone (678) 518-6008 or email at [eryca.fambro@gwinnettcounty.com](mailto:eryca.fambro@gwinnettcounty.com).

Sincerely,

Nicole L. Hendrickson  
Chairwoman

Enclosure

cc: Glenn Stephens, County Administrator, Gwinnett County  
Buffy Alexzulian, Director, Gwinnett County Department of Financial Services  
Russell Royal, Deputy Director, Gwinnett County Department of Financial Services  
Shannon Candler, Grants Director, Gwinnett County Department of Financial Services  
Marcie DeGiovine, Grants Manager, Gwinnett County Department of Financial Services  
Eryca Fambro, Director, Community Development Program Office



## FFY 2022-2024 Gwinnett Urban County Renewal

### Qualification Instructions

**PLEASE READ CAREFULLY**

#### INSTRUCTIONS

##### City Council Action Required

1. Obtain a formal majority vote from the City Council at a regularly scheduled, or special, meeting prior to **June 25, 2021** to rejoin the Gwinnett Urban County CDBG Program; and
2. Authorize the Mayor to execute, and the City Clerk to certify, Cooperation Agreements permitting the City to join or remain a member of the Gwinnett Urban County CDBG Program.

##### Mayor/Clerk Action Required

1. Execute (2) Federal Fiscal Year (FFY) 2022-2024 Cooperation Agreements with original signatures (*attachment enclosed*).
2. Return (2) executed copies of FFY 2022-2024 Cooperation Agreements and (2) copies of the Council's authorization (agenda and minutes) to the Gwinnett Community Development Program Office, address listed below, by **June 25, 2021**.

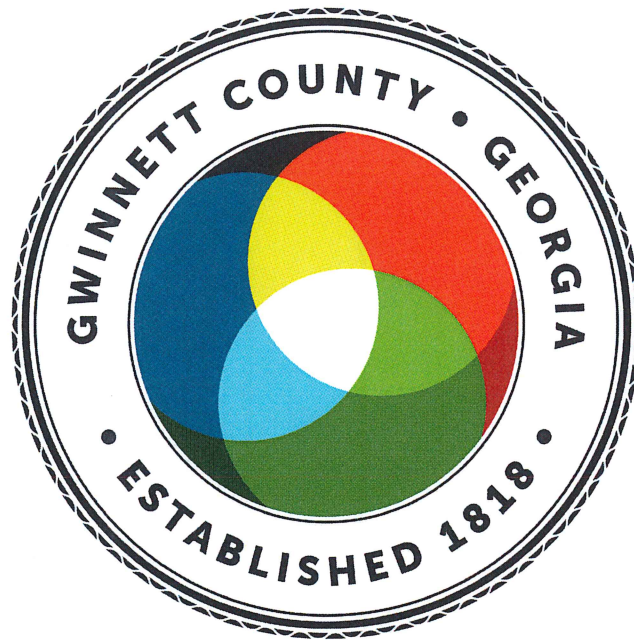
Gwinnett Community Development Program  
446 West Crogan Street, Suite 420  
Lawrenceville, GA 30046-2439

If your City chooses to exclude itself from the Gwinnett Urban County CDBG Program, please notify the Gwinnett Community Development Program in writing that the City wishes to be excluded from participation by **June 25, 2021**.

#### QUESTIONS AND TECHNICAL ASSISTANCE

For questions regarding the execution of the FFY 2022-2024 Cooperation Agreements or the Urban County Qualification process, please contact Ms. Eryca Fambro, Director, at (678) 518-6008 or via email at [eryca.fambro@gwinnettcounty.com](mailto:eryca.fambro@gwinnettcounty.com).

U.S. Department of Housing and Urban Development  
CDBG Program Urban County Qualification



COOPERATION AGREEMENT

for

Gwinnett County, Georgia

and

City of Sugar Hill

**Federal Fiscal Years 2022 - 2024**

AUTHORITY: HUD - CPD NOTICE 21-06

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**GWINNETT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS  
COOPERATION AGREEMENT [AUTHORITY: CPD NOTICE 21-06; April 2021]  
Program Year 2022-2024  
STATE OF GEORGIA – COUNTY OF GWINNETT**

This Cooperation Agreement made this [REDACTED] day of [REDACTED], 2021, by Gwinnett County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the City of Sugar Hill, a political subdivision of the State of Georgia (hereinafter referred to as the "City").

**Section 1: Urban County Qualification Requirements**

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds [and any program income derived from the expenditure of CDBG funds] to be made available during the period beginning with Federal Fiscal Year [hereinafter referred to as "FFY"] 2022 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of Sugar Hill its rights of future exclusion from the County CDBG Program for each successive three-year qualification period, in compliance with HUD-required notification dates.

HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewing at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three-year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations [and as further described in this Agreement], beginning with FFY 2022.

**Section 2: CDBG Program**

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low- and moderate-income persons. These funds will benefit low- and moderate-income citizens of the County's incorporated municipalities if the needs of such persons in these municipalities are included in the Gwinnett County CDBG Program.

This 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).

By executing the CDBG cooperation agreement, the city 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; 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 government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Gwinnett County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each program year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any other Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Gwinnett County Board of Commissioners.

During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities, which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans, which would affect the City, which will involve the use of CDBG funds for implementation.

### **Section 3: Duration of Agreement**

This Agreement remains in effect until CDBG (and, where applicable, HOME and ESG) funds have been received from HUD and program income received (with respect to activities carried out during the three-year qualification period) have been expended by the City and the County, and the funded activities completed. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Gwinnett County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with FFY 2022 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three-year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three-year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three-year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three-year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three-year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as: (1) HUD requires changes in the Agreement; or (2) the City shall choose to exclude itself from the County CDBG Program; or (3) the County shall no longer qualify to receive CDBG funds.

### **Section 4: Federal Grant Restrictions**

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in

undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban county renewal, and publicly assisted housing within the municipal limits of said City.

### **Section 5: Compliance**

The county and the city agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing 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. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an 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 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of 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, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it 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."

The city understands that it 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.

### **Section 6: CDBG Eligible Project Approval**

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

### **Section 7: Program Income**

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

- a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.
- b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.
- c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.
- d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition.
- b. The City shall 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 a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.
- c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

### **Section 8: Authorizations**

The Mayor of the City is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

**Section 9: Agreement Execution**

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

**For: City of Sugar Hill**

\_\_\_\_\_  
Signature of Authorized Official

Mayor Steve Edwards  
Typed/Printed Name & Title of  
Authorized Official

\_\_\_\_\_  
Date of Signature

Attestor: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title of Attestor

\_\_\_\_\_  
Date of Signature

Date Approved: Sugar Hill Governing Body:  
\_\_\_\_\_

[IMPRINT CITY SEAL HERE]

**For: Gwinnett County, Georgia**

\_\_\_\_\_  
Nicole L. Hendrickson, Chairwoman  
Gwinnett County Board of Commissioners

\_\_\_\_\_  
Date of Signature

Attestor: \_\_\_\_\_  
Diane Kemp, County Clerk

\_\_\_\_\_  
Date of Signature

[IMPRINT COUNTY SEAL HERE]

\_\_\_\_\_  
Eryca Fambro, Director  
Gwinnett County Community Development  
Program Office

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Gwinnett County Board Action Date

Approved As To Form:

\_\_\_\_\_  
Michael P. Ludwiczak, County Attorney's  
Office

\_\_\_\_\_  
Date of Signature

**Section 10: City Clerk Certification**

**Name of City:** City of Sugar Hill

This is to certify that the authority to execute the attached Cooperation Agreement with the Gwinnett County Board of Commissioners for participation in the Gwinnett County Community Development Block Grant Program, for Urban County Qualification beginning with FFY 2022, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Gwinnett County Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

\_\_\_\_\_, 2021  
Date

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

\_\_\_\_\_  
Signature of City Clerk

\_\_\_\_\_  
Typed Name of City Clerk

\_\_\_\_\_  
Date of Signature

Attestor: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title of Attestor

\_\_\_\_\_  
Date of Signature