

City of Piedmont
COUNCIL AGENDA REPORT

DATE: June 15, 2026

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Resolution Authorizing the City Administrator to Execute an Agreement with Alameda County to Participate in the Community Development Block Grant (CDBG) Alameda Urban County Program for a Three-Year Period

RECOMMENDATION

Adopt a resolution authorizing the City Administrator to execute an agreement between Alameda County and the City of Piedmont for participation in the Community Development Block Grant (CDBG) Alameda Urban County for fiscal years 2027, 2028, and 2029.

BACKGROUND

The cities of Piedmont, Albany, Dublin, Emeryville, Newark, and unincorporated Alameda County have joined together to form the Alameda Urban County for the purpose of obtaining CDBG and Home Investment Partnerships Program (HOME) funds from the United States Department of Housing and Urban Development (HUD). The CDBG program provides communities with resources to address a wide range of unique community development needs. HOME funds are used to help in the acquisition, development, construction, and rehabilitation of affordable housing for people with low incomes. Generally, to participate in the Urban County program, a city must have a 2020 Census population of fewer than 50,000 residents. Unless it is part of the CDBG Alameda Urban County program, Piedmont would not be eligible for these funding sources.

The attached agreement details the administrative terms and provides a framework for cooperation with Alameda County. The term of the agreement is three years. Specific annual agreements detail the funding for which Piedmont is eligible, which the City Council has authorized the City Administrator to execute. Currently, the City of Piedmont receives approximately \$40,000 per year through this distribution, most recently using the funds for curb ramps and pavement striping at City intersections.

The City Attorney has reviewed and approved the attached resolution and agreement as to form.

By: Pierce Macdonald, Senior Planner
Jeff Bond, Interim Planning and Building Director

Attachments: A Pages 3 -14 Agreement with Alameda County
B Pages 15-16 Resolution

ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT**COOPERATIVE AGREEMENT****BETWEEN****CITY OF PIEDMONT****AND****THE COUNTY OF ALAMEDA**

This AGREEMENT is made and entered into this 1st day of July, 2026 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California (hereinafter referred to as the “COUNTY”), and the CITY OF PIEDMONT, a California municipal corporation located within Alameda County (hereinafter referred to as the “CITY”).

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, hereinafter referred to as “the Act”, and Federal regulations have been adopted pursuant thereto; and

WHEREAS, Title I of the ACT consolidates previously separate grant programs for open space, public facility loans, water and sewer grants, urban renewal, model cities, rehabilitation loans, and affordable housing; and

WHEREAS, Title I makes available entitlement grants to (1) cities whose 2020 Census population exceeds 50,000 persons; and (2) counties which qualify as an urban county; and

WHEREAS, the term “urban county” means any county within a metropolitan area which is authorized under state law to undertake essential community development and housing assistance activities in its incorporated areas which are not units of general local government, and which has a combined population of 200,000 or more in such unincorporated areas and in its included units of local government with which it has entered into cooperation agreements to undertake or to assist in the undertaking of essential community development and housing assistance activities; and

WHEREAS, four cities (Albany, Emeryville, Newark, and Piedmont) in Alameda County have a 2024 Census population of less than 50,000 and desire to participate in the Alameda County Urban County, and one city has a population over 50,000 (Dublin) and desires to participate in the Alameda County Urban County, and

WHEREAS, the participating cities, combined with the unincorporated portions of the County of Alameda, form a combined 2024 Census population of 200,000 or more persons, thereby qualifying as an urban county and becoming eligible for an entitlement of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds; and

WHEREAS, the participating cities agree that by executing these cooperative agreements they may not apply for grants under the Small Cities or State CDBG Program from appropriations for fiscal years during the period in which they are participating in the Urban County’s CDBG program; and

WHEREAS, the COUNTY and the CITY cannot withdraw from this cooperative agreement while the Program Years 2027, 2028, and 2029 remain in effect; and

WHEREAS, the COUNTY and the CITY desire to provide flexibility in the administration of CDBG-funded activities by establishing within this Agreement two parallel administrative frameworks: (i) a Pass-Through Framework, under which the CITY directly administers CDBG-funded activities as a subrecipient of the COUNTY; and (ii) a Direct Administration Framework, under which the COUNTY directly administers and implements CDBG-funded activities on behalf of the URBAN COUNTY, with the CITY able to elect the Direct Administration Framework on a per-activity basis prior to commitment to activity in accordance with the procedures set forth herein.

THEREFORE, it is agreed that:

I. GENERAL COOPERATION AND URBAN COUNTY OPERATION

1. The CITY and COUNTY will cooperate in the operation of the URBAN COUNTY to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, hereinafter called “PROGRAM”, to be carried out with annual Community Development Block Grant, hereinafter called “CDBG”, and HOME Investment Partnership funds, hereinafter called “HOME”, from federal fiscal years 2027, 2028, and 2029 appropriations and from any program income generated from the expenditure of such funds. Community renewal and lower income housing assistance activities shall be those designated or referred to within Title I of the ACT and Title II of the Cranston-Gonzalez National Affordable Housing Act and the regulations issued pursuant thereto.
2. The COUNTY is authorized to and shall act in a representative capacity as the lead entity for all members of the URBAN COUNTY for the purposes of administering the CDBG program. The COUNTY assumes overall responsibility for ensuring that the URBAN COUNTY’s CDBG program is carried out in compliance with the requirements of the CDBG program, including requirements concerning the Consolidated Plan.
3. The CITY may not apply for grants under the Small Cities or State CDBG Program from appropriations for fiscal years during the period in which the CITY is participating in the Urban County’s CDBG program.
4. The CITY may only receive a portion of the formula allocation under the HOME Program through the Urban County. If the Urban County does not receive a portion of the HOME formula allocation, the CITY cannot form a HOME Consortium with other local governments. An Urban County or a unit of government participating with the Urban County may apply to the State of California for HOME funds, if the State allows. The distribution of HOME funds to the Urban County is based on the review and recommendations of proposals received in response to an annual RFP issued by the COUNTY.
5. The CITY may only receive the formula allocation under the Emergency Solutions Grant (ESG) Program through the Urban County. If the Urban County does not receive the ESG formula allocation, the CITY cannot participate in an Urban County ESG arrangement with other local governments. An Urban

County or a unit of government participating with the Urban County may apply to the State of California for ESG funds, if the State allows.

II. URBAN COUNTY GOVERNANCE

6. The CITY shall designate a staff member to participate in the Urban County Technical Advisory Committee (the “TAC”). The TAC shall serve as the primary forum for member jurisdiction participation in URBAN COUNTY governance and funding recommendations. CITY participation in the TAC shall apply regardless of the administrative framework under which any individual CDBG-funded activity is carried out under this Agreement.

7. The CITY shall have thirty (30) calendar days to approve the portions of the Consolidated Plan which pertain to the CITY before the COUNTY submits the final Consolidated Plan to HUD. The COUNTY shall incorporate the CITY’s changes to the Consolidated Plan, if any, provided that they meet CDBG requirements. This review right shall apply regardless of the administrative framework under which any individual CDBG-funded activity is carried out.

8. The TAC shall provide input and recommendations on each project proposed for funding with CDBG funds before the COUNTY approves funding for the project, provided that TAC approval or disapproval shall not obstruct the implementation of the approved Consolidated Plan or the COUNTY’s compliance with applicable federal requirements. Final authority for project selection, funding decisions, and implementation shall rest with the COUNTY as lead entity.

9. The CITY shall designate a representative to whom all notices and communications from the COUNTY shall be directed. The COUNTY’s duty to notify the CITY shall be complete when the communication is sent to the designated official or deputy. It is the exclusive duty of the designated official or deputy to notify the correct individuals or departments within the CITY.

III. ADMINISTRATIVE FRAMEWORKS FOR CDBG ACTIVITIES

10. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

- a. “CDBG Activity” (Activity) means any activity proposed for funding from CDBG appropriations under this Agreement.
- b. “Pass-Through Activity” means a CDBG Activity that is administered by the CITY directly as a subrecipient of the COUNTY, with the COUNTY distributing CDBG funds to the CITY for the activity.
- c. “Direct Activity” means a CDBG Activity that is administered and implemented by the COUNTY directly on behalf of the URBAN COUNTY, with no distribution of CDBG funds to the CITY for the activity.
- d. “Notice of Election” means a written notice filed by the CITY with the COUNTY, in substantially the form attached hereto as Exhibit B, designating a specific CDBG Activity as a Direct Activity.

- e. “Schedule of Activities” means the running schedule of CDBG Activities funded under this Agreement, in the form attached hereto as Exhibit A, identifying each Activity’s administrative framework.
 - f. “Commitment of funds” means the COUNTY (or the CITY as the sub recipient) and the project owner have executed a written legally binding agreement under which HOME assistance will be provided to the owner for an identifiable project.
11. Default Framework. Each CDBG Activity proposed by or for the benefit of the CITY shall be administered as a Pass-Through Activity unless and until the CITY files a Notice of Election designating that Activity as a Direct Activity in accordance with Paragraph 12.
12. Election Procedure.
- a. Timing. The CITY may elect to designate a CDBG Activity as a Direct Activity prior to commitment of funds to the Activity. Once a CDBG Activity has commenced under the Pass-Through Framework, it cannot subsequently be converted to a Direct Activity under this Agreement.
 - b. Authorization. The CITY shall determine the appropriate internal authorization for filing a Notice of Election in accordance with the CITY’s own protocols. A Notice of Election may be executed by the City Administrator (or designee) or pursuant to a resolution of the City Council, at the CITY’s discretion.
 - c. Filing and Acceptance. The CITY shall file the Notice of Election with the COUNTY. The COUNTY shall record the election in the Schedule of Activities and confirm acceptance and the effective date in writing to the CITY. The COUNTY may decline to accept a Notice of Election only if the Activity has already commenced as a Pass-Through Activity or if the Notice does not satisfy the requirements of this Agreement.
 - d. Irrevocability. An election to designate a CDBG Activity as a Direct Activity is one-way and may not be revoked. Once a Notice of Election is filed and accepted by the COUNTY, the Activity shall remain a Direct Activity for its duration.
13. Allocation. The CITY’s notional fair-share allocation of CDBG funds shall be preserved regardless of the administrative framework under which any individual Activity is carried out. The TAC may recommend, and the COUNTY may approve, reallocation of funds among Activities or among participating jurisdictions as necessary to ensure compliance with CDBG requirements, including timely expenditure requirements under 24 CFR 570.902. The COUNTY retains final authority on reallocation decisions consistent with Paragraph 8.
14. Schedule of Activities. The Schedule of Activities (Exhibit A) shall be maintained by the COUNTY as a running record of all CDBG Activities funded under this Agreement. The Schedule shall be updated by the COUNTY administratively, without amendment of this Agreement, upon: (a) Commitment of funds to an Activity; (b) filing and acceptance of a Notice of Election; (c) reallocation of funds pursuant to Paragraph 13; or (d) Activity completion. The COUNTY shall provide the CITY with an updated Schedule of Activities upon request and not less than annually.

IV. PASS-THROUGH FRAMEWORK

15. **Application.** This Section IV applies to each CDBG Activity that is a Pass-Through Activity under this Agreement.

16. **Subrecipient Designation.** Pursuant to 24 CFR 570.501(b), the CITY is treated as a subrecipient of the COUNTY for each Pass-Through Activity and is subject to the requirements applicable to subrecipients, including the requirement of a written subrecipient agreement satisfying 24 CFR 570.503

17. **Distribution of Funds.** The COUNTY shall distribute CDBG funds to the CITY for each Pass-Through Activity in accordance with the CITY's notional fair-share allocation as set forth in Paragraph 13 and the terms of the applicable subrecipient agreement.

18. **Reporting and Records.** The CITY shall provide the COUNTY with all information concerning the CITY and the activities the CITY carries out under this Agreement that the COUNTY requires to prepare: (1) documents required to be submitted to HUD; (2) the annual performance report; and (3) such other documents as the COUNTY may require to carry out community renewal and lower income housing activities or meet Federal requirements. All information shall be submitted on forms prescribed by the COUNTY. The CITY agrees to make available upon request all records concerning the activities carried out under this Section IV for inspection by the COUNTY or Federal officials during regular business hours.

19. **Program Income.** The CITY shall inform the COUNTY of any income generated by the expenditure of CDBG funds received by the CITY for a Pass-Through Activity. The CITY shall pay any such program income to the COUNTY, or the CITY may retain program income subject to the requirements set forth in this Agreement and with written approval of the COUNTY. Any program income the CITY is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply. The COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record-keeping and reporting by the CITY as may be needed for this purpose. 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.

20. **Real Property.** With regard to real property that is within the control of the CITY due to being acquired or improved in whole or in part using CDBG funds under a Pass-Through Activity, the CITY must give timely notification to the COUNTY of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition. The CITY must 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. Any program income generated from the disposition or transfer of such 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 paid to the COUNTY.

21. **Indemnification – Pass-Through Activities.** With respect to each Pass-Through Activity, the CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, employees, and agents from liability for any fines, penalties, or damage of any type accruing to the COUNTY by virtue of the CITY's failure to comply with any requirement of the ACT and the regulations issued pursuant thereto, or failure to comply in any respect with the PROGRAM described herein with respect to that Activity. Further, the CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, employees, and agents against any and all liability for injury or damage caused by any act or omission of the CITY or any of the CITY's employees

or volunteers in the performance of the Activity, and the CITY shall hold the COUNTY harmless from any and all loss occasioned in the performance of, or otherwise arising out of, that Activity. The provisions of California Government Code Section 895.4 apply to the allocation of liability between the parties for Pass-Through Activities.

V. DIRECT ADMINISTRATION FRAMEWORK

22. Application. This Section V applies to each CDBG Activity that is a Direct Activity under this Agreement.

23. Direct Administration. The COUNTY shall directly administer and implement each Direct Activity on behalf of the URBAN COUNTY as the entitlement grantee. The CITY shall not directly administer such Activity. The CITY's role with respect to each Direct Activity shall be governance and consultation through the TAC and the procedures set forth in Section II of this Agreement, together with the cooperation obligations set forth in Paragraphs 25 and 28.

24. Compliance with 24 CFR Part 570. The COUNTY shall comply with all applicable requirements of 24 CFR Part 570 in its administration of each Direct Activity. Where the COUNTY engages a third-party service provider, contractor, or subgrantee to carry out any portion of a Direct Activity, that entity shall be treated as a subrecipient pursuant to 24 CFR 570.501(b), and a written agreement satisfying 24 CFR 570.503 shall be executed with that entity.

25. Reporting and Records. The COUNTY shall be responsible for preparing and submitting all required documentation to HUD and maintaining all program records for each Direct Activity, including but not limited to: (1) documents required to be submitted to HUD; (2) the annual CDBG performance report as it relates to the Activity; and (3) such other documents required to carry out eligible activities or meet Federal requirements. The CITY agrees to provide the COUNTY with site access, project-related information, and reasonable cooperation as needed for COUNTY administration of each Direct Activity.

26. Program Income. Any program income generated by the expenditure of CDBG funds for a Direct Activity shall be paid to and retained by the COUNTY, subject to the requirements set forth in this Agreement and applicable CDBG regulations. The COUNTY shall use any such program income only for eligible activities in accordance with all CDBG requirements as may then apply.

27. Real Property. With regard to real property that is within the control of the COUNTY due to being acquired or improved in whole or in part using CDBG funds under a Direct Activity, the COUNTY shall comply with applicable property disposition and use restrictions under 24 CFR Part 570. Any program income generated from the disposition or transfer of such property shall be retained by the COUNTY.

28. Indemnification – Direct Activities. Pursuant to California Government Code Section 895.4, with respect to each Direct Activity, the COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, employees, and agents from liability for any fines, penalties, or damage of any type accruing to the CITY by virtue of the COUNTY's failure to comply with any requirement of the ACT and the regulations issued pursuant thereto, or failure to comply in any respect with the PROGRAM described herein with respect to that Activity. Further, the COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, employees, and agents against any and all liability for injury or damage caused by any act or omission of the COUNTY or any of the COUNTY's employees or volunteers in the performance of

the Activity, and the COUNTY shall hold the CITY harmless from any and all loss occasioned in the performance of, or otherwise arising out of, that Activity.

VI. UNIVERSAL COMPLIANCE AND PROHIBITIONS

29. **Civil Rights and Fair Housing.** As a recipient of the CDBG/HOME/ESG Funds from HUD, the COUNTY and the CITY must take all actions necessary to assure compliance with the Urban County's certification required by 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 to affirmatively further fair housing. The COUNTY and the CITY must 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 other applicable laws, and all regulations issued pursuant thereto. Further, urban county funding for activities in or in support of any city that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with its fair housing certification is prohibited.

30. **Non-Violent Civil Rights Demonstrations.** The COUNTY and the CITY must adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdictions against any individual 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 non-violent civil rights demonstrations within their jurisdictions.

31. **Prohibition on Transfer of Funds.** Neither the COUNTY nor the CITY may sell, trade, or otherwise transfer all or any portion of the CDBG/HOME 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. The COUNTY and the CITY must use the CDBG/HOME FUNDS for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of the Cranston-Gonzalez National Affordable Housing Act.

32. **Audit Cooperation.** The CITY agrees to cooperate, at no cost to the COUNTY, in any audit of program activities involving program funds received by or expended for the benefit of the CITY, including preparing appropriate financial statements, promptly following up and taking corrective action on audit findings, complying with any corrective action plans issued in connection with the audit, and providing the auditor with information as needed for the auditor to perform the audit required by applicable regulations. This obligation applies to both Pass-Through Activities and to the CITY's cooperation in audits of Direct Activities to the extent the CITY's records, personnel, or facilities are relevant to the audit.

VII. TERM, TRANSITION, AND EXECUTION

33. **Term.** This Agreement shall go into effect immediately upon the signature of both parties and shall continue in full force and effect until the CDBG/HOME/ESG Funds and program income received with respect to activities carried out during the three-year qualification period (Federal fiscal years 2027, 2028, and 2029) are expended and the funded activities completed. The CITY will be included in the urban county for the entire three-year period funded by CDBG/HOME/ESG Funds from Federal fiscal years 2027, 2028, and 2029. Appropriations may not be withdrawn from the urban county during this agreement period. During the three-year qualification period, Federal fiscal years 2027, 2028, and 2029, the CITY and any

other included unit of general local government shall not withdraw from nor be removed from the Urban County and cannot terminate or withdraw from the cooperation agreement.

34. Transition from Prior Cooperation Agreements. Activities funded under prior cooperation agreements between the COUNTY and the CITY, including but not limited to the cooperation agreement covering Federal fiscal years 2024, 2025, and 2026, shall continue to be governed by those prior agreements until the funds with respect to those funding years are expended and the funded activities are completed. The administrative framework election procedures established by this Agreement apply only to CDBG Activities funded from federal fiscal years 2027, 2028, and 2029 appropriations and any program income arising therefrom.

35. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CITY OF PIEDMONT

By: _____

President of the Board of Supervisors

By: _____

Rosanna Bayon Moore

City Administrator

Date: _____

Date: _____

Approved as to form by:

Andrea L. Weddle, Interim County Counsel

Approved as to form by:

By: _____

Kathleen Flynn,

Deputy County Counsel

By: _____

Deepa Sharma

City Attorney

Date: _____

EXHIBIT A

SCHEDULE OF CDBG ACTIVITIES

This Schedule is maintained by the COUNTY as a running record of all CDBG Activities funded under the Cooperative Agreement between the City of Piedmont and the County of Alameda dated July 1, 2026. The Schedule is updated administratively by the COUNTY upon Commitment to Activity, filing and acceptance of a Notice of Election, reallocation of funds, or Activity completion. Updates do not require amendment of the Cooperative Agreement.

Activity ID	Activity Name / Description	Program Year	Initial Allocation	Administrative Framework	Notice of Election Date	Status

Administrative Framework values: “Pass-Through” or “Direct Administration.” Notice of Election Date is populated only for Direct Activities. Status values: “Active,” “Completed,” or “Closed-Out.”

EXHIBIT B
FORM OF NOTICE OF ELECTION

This form, when completed and signed by an authorized representative of the City and submitted to the County, constitutes a Notice of Election under Paragraph 12 of the Cooperative Agreement.

[CITY LETTERHEAD]

[Date]

Director

Alameda County Housing and Community Development Department

[Address]

Re: Notice of Election to Designate CDBG Activity as a Direct Activity

Dear Director:

Pursuant to Paragraph 12 of the Cooperative Agreement between the City of Piedmont and the County of Alameda dated July 1, 2026 (the “Cooperative Agreement”), the City of Piedmont hereby provides notice of its election to designate the following CDBG Activity as a Direct Activity, to be administered and implemented by the County of Alameda on behalf of the Urban County:

Activity Name: _____

Activity Description: _____

Program Year: _____

Anticipated Allocation: \$ _____

Anticipated Activity Commitment Date: _____

This election is one-way and may not be revoked. The City acknowledges that, upon County acceptance of this Notice, the County shall directly administer and implement the Activity, and the provisions of Section V of the Cooperative Agreement (Direct Administration Framework) – including the indemnification, program income, real property, and reporting provisions – shall govern the Activity.

Authorization. The City has authorized this Notice of Election as follows (check one):

☐ This Notice is executed by the City Administrator (or designee) pursuant to existing City authorization.

☐ This Notice is executed pursuant to City Council Resolution No. _____ adopted on _____. Resolution attached hereto.

Sincerely,

Name:

Title:

cc: City Council
City Attorney

COUNTY ACCEPTANCE

The County of Alameda confirms receipt and acceptance of this Notice of Election. The above-referenced Activity has been recorded in the Schedule of Activities (Exhibit A) as a Direct Administration Activity effective on the date set forth below.

Director, Alameda County HCD

Date: _____

RESOLUTION No. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF THE COOPERATION
AGREEMENT WITH THE COUNTY OF ALAMEDA REGARDING THE CITY OF
PIEDMONT'S CONTINUED PARTICIPATION IN THE ALAMEDA COUNTY URBAN
COUNTY FOR COMMUNITY BLOCK GRANT FUNDS

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974 and Federal regulations have been adopted pursuant thereto, hereinafter called the "Act"; and

WHEREAS, Title I of the Act consolidates previously separate grant programs for open space, public facility loans, water and sewer grants, urban renewal, model cities, rehabilitation loans, and affordable housing into a program called the Community Development Block Grant ("CDBG") program; and,

WHEREAS, Title I makes available entitlement grants to cities whose 2020 Census population exceeds 50,000 persons and to counties which qualify as an urban county; and

WHEREAS, the term "urban county" means any county within a metropolitan area which:

(1) is authorized under state law to undertake essential community development and housing assistance activities in its incorporated areas which are not units of general local government; and,

(2) has a combined population of 200,000 or more in such unincorporated areas and in its included units of local government:

(A) in which it has authority to undertake essential community development and housing assistance activities and which do not elect to have their population excluded; or,

(B) with which it has entered into cooperation agreements to undertake or to assist in the undertaking of essential community development and housing assistance activities; and,

WHEREAS, the Department of Housing and Urban Development ("HUD") has made a determination that the County of Alameda has the essential powers to operate as an urban county; and

WHEREAS, four cities (Albany, Emeryville, Newark and Piedmont) in Alameda County have a 2020 Census population of less than 50,000 and desire to participate in the Alameda County Urban County; and one city has a population over 50,000 (Dublin) and

desires to participate in the Alameda County Urban County; and

WHEREAS, these same five cities combine with the County of Alameda to form a combined 2020 Census population of 200,000 or more persons, thereby qualifying as an urban county, and becoming eligible for an entitlement of CDBG funds and HOME Investment Partnership (HOME) funds; and,

WHEREAS, pursuant to HUD requirements, these same five cities must execute cooperation agreements with the County of Alameda, wherein the parties agree to participate in the Urban County for the duration of the three-year funding cycle;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Piedmont does hereby resolve, declare, determine and order as follows:

SECTION 1. The City Council of the City of Piedmont hereby authorizes the continued participation of the City of Piedmont in the Alameda County Urban County.

SECTION 2. The City Council of the City of Piedmont hereby authorizes the City Administrator to execute a cooperation agreement with the Alameda County in order to continue the City's participation in the Urban County.

[END OF RESOLUTION]