

Bill No. 5003

Ordinance No. \_\_\_\_

Requested by: Michael Hurlbert

Sponsored by: Mike Elam

AN ORDINANCE AUTHORIZING THE PROFESSIONAL ADMINISTRATIVE SERVICES AGREEMENT BETWEEN ST. CHARLES COUNTY AND THE CITY OF ST. CHARLES FOR THE CITY'S OPERATION OF THE URBAN COUNTY'S 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAMS AND SERVICES.

WHEREAS, in 1974, the U.S. Congress enacted and the President signed into law “The Housing and Community Development Act of 1974,” hereinafter called the “Act,” relating to federal involvement in a wide range of housing and community development activities and containing eight separate titles; and

WHEREAS, the Act recognized that units of general local government (“UGLG”) may enter into cooperation agreements with counties in order to form an “urban county” and undertake more comprehensive community development activities as authorized by Section 105 of the Act; and

WHEREAS, pursuant to the Act, to the provisions of Sections 70.210 to 70.320 RSMo, and to St. Charles County Ordinance 16-044, the County authorized cooperative agreements to renew such an “urban county” with the Cities of Cottleville, Lake St. Louis, New Melle, St. Peters, Weldon Spring and Wentzville and the U.S. Department of Housing and Urban Development,

hereinafter referred to as “HUD”, has renewed the County’s designation as an “urban county”; and

WHEREAS, pursuant to St. Charles County Ordinance 17-055, the City of St. Charles joined the St. Charles Urban County beginning January 1, 2018 and relinquished its separate entitlement status; and

WHEREAS, HUD approved the County’s request for “urban county” status 2017-2019 and automatically renewed for 2020-2022, and HUD has further approved the County’s requests to fund certain community development activities undertaken by the County by the City of St. Charles; and

WHEREAS, beginning January 1, 2018, St. Charles County agreed to contract with the City of St Charles to administer the Urban County’s CDBG-funded programs under revised terms; and

WHEREAS, for City of St Charles to administer Urban County’s plans and programs with 2021 funding, it is necessary to enter the program administration agreement authorized herein; and

WHEREAS, the provisions of Sections 70.210 to 70.320, RSMo, empower municipalities or political subdivisions to contract with each other for common services and the purposes herein set out and authorize the agreements with the City of St. Charles identified above.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Council hereby authorizes the County Executive to execute the 2021 Program Administration Agreement between St. Charles County and the City of St. Charles for the City's operation of the Urban County's 2021 operations and services. The agreement that will cover the period from January 1, 2021 to December 31, 2021 shall be substantially the same in form and content as that attached hereto as **EXHIBIT A**.

Section 2. The County Executive has indicated that compliance with the terms of the Agreements identified in this ordinance shall be the responsibility of the Director of the St. Charles County Department of Community Development.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval, and the intergovernmental agreements with the City of St. Charles authorized by Sections 1, and 2 of this ordinance shall be valid upon their lawful execution by the appropriate officials of the City of St. Charles as required by Chapter 70 of the Revised Statutes of the State of Missouri.

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DATE PASSED

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DATE APPROVED BY COUNTY EXECUTIVE

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CHAIR OF THE COUNCIL

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COUNTY EXECUTIVE

ATTEST:

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COUNTY REGISTRAR

# **EXHIBIT A**

**AGREEMENT BETWEEN  
THE COUNTY OF ST. CHARLES, MISSOURI  
AND  
THE CITY OF ST. CHARLES, MISSOURI  
FOR ADMINISTERING URBAN COUNTY PROGRAMS  
For January 1, 2021 – December 31, 2021**

This “2021 Program Administration Agreement” (hereinafter referred to as the “Agreement”) is made as of the 1<sup>st</sup> day of January, 2021, between the County of St. Charles, Missouri (hereinafter referred to as the “County”) and the City of St. Charles, Missouri (hereinafter referred to as the “City”).

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as “HUD”) has designated the County as a grantee to receive Community Development Block Grant (CDBG) entitlement funds on behalf of the Urban County;

WHEREAS, to qualify as an “urban county”, St. Charles County has Cooperation Agreements with the City of St Charles, City of Cottleville; the City of Lake St. Louis; the City of St. Peters; the City of Weldon Spring; the City of New Melle; and the City of Wentzville; and the agreements were automatically renewed on January 1, 2021 for an additional three-year term to cover the period 2020-2022;

WHEREAS, the County and City in consideration of their mutual covenants herein agree in respect to the City’s performance of certain program administration services for the 2021 Urban County CDBG programs and the payment for those services by County as set forth below.

NOW THEREFORE, it is agreed between the parties hereto as follows:

**Section 1. Statement of Work**

The City shall perform certain program administration services (hereinafter stated) as may be required with respect to specific program activities within the 2021 Urban County CDBG Program.

**Section 2. Scope of Activities**

The City will be responsible for administering several 2021 Urban County CDBG programs in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such 2021 Urban County CDBG Program will include the following activities eligible under the CDBG program:

**Activity #1 Home Improvement Loan Program (HILP):** the City will administer home improvement loans for qualifying “Urban County” residents eligible based on income. The HILP programs of the City of St Peters is excluded from this Agreement.

The major tasks that the City will perform in connection with the Home Improvement Loan Program include, but are not limited to, the following:

**1) Refinement of HILP plans, procedures and forms:** the City and County will mutually develop the program design and procedures for the HILP (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts. Such developed plan, procedures and forms will be similar to those utilized by the City in its own HILP program.

**2) Outreach:** the City will assist the County in promoting the HILP to help attract enough eligible applicants from the St. Charles Urban County to participate in the program to meet the CDBG Year 2021 Annual Action Plan housing rehabilitation goals for completed units.

**3) Intake/assessment of eligibility:** the City will assist residents of the St. Charles Urban County by answering questions that may arise regarding the Home Improvement Loan Program or application prior to the submission deadline. The County will make provision for translation services to meet the needs of non-English-speaking applicants should they be requested.

Initial eligibility determination of households will be made by the City on the basis of satisfaction of income according to the most current income limits established by HUD and residency.

**4) Contractors:** the City will assist applicants with contractor selection for eligible rehabilitation projects.

**5) Initial & Final Inspection:** the County for unincorporated areas and the Urban County’s participating municipal jurisdictions for areas under municipal jurisdiction, when applicable, will provide initial and final inspections for approved projects within their jurisdictions. City will confirm final inspection prior to final payment.

**6) Approval of contractor payments:** the City will ensure proper payments are made according to terms of approved bids.

**7) Maintenance of case files and other records:** the City will maintain program and financial records in accordance with the general requirements for record keeping specified in Section 9.4 of this Agreement.

**Activity #2 Transportation Program:** Provides trips to medical services, shopping and essential services for qualifying St. Charles Urban County residents (eligible based on age, disability or income) who may lack access to a vehicle or are unable to drive. The City shall manage the St. Charles Urban County’s transportation program; the transportation program of the City of St Peters is excluded from this Agreement.

The major tasks that the City will perform in connection with the provision of the eligible transportation program include, but are not limited to, the following:

- 1) **Outreach:** Assist County with outreach to promote program.
- 2) **Intake/assessment of eligibility:** Accept applications and perform eligibility determinations.
- 3) **Program Administration:** review of bid proposals and contracts, and administer the transportation program so as to comply with the approved contract between the County and transportation provider.
- 4) **Maintenance of case files and other records:** The City will maintain program and financial records in accordance with the general requirements for record keeping specified in Section 9.4 of this Agreement.

**Activity #3 Homelessness Prevention:** the City will process subrecipient payments and monitor activity of sub-recipient, and maintain financial and other records provided by subrecipient in accordance with Section 9.4 of this Agreement.

**Activity #4 Rental/Rehab:** the City will process subrecipient payments and monitor activity of sub-recipient, and maintain financial and other records provided by subrecipient in accordance with Section 9.4 of this Agreement.

### **Section 3. County's Responsibilities**

The County shall:

- 3.1 Provide all criteria and full information as to County's requirements of the CDBG Program and furnish copies of all documents related to such Program as required for program reporting;
- 3.2 Assist City by placing at City's disposal all available information pertinent to the general administration of the CDBG Program;
- 3.3 Assist City in promotion of Urban County programs to increase participation and expenditure of program funds to meet timeliness ratio as required by HUD; and
- 3.4 Give prompt written notice to City whenever County observes or otherwise becomes aware of any development that affects the timing of the City's services.

### **Section 4. Additional Scope of Services**

The County may from time to time request changes in the scope of the services of the City to be performed hereunder. Such changes, including any increase or decrease in the amount of the City's compensation or increase or decrease in the time of performance, which are mutually agreed upon by and between the County and the City shall be incorporated in written amendments to this Agreement.

## **Section 5. Term of the Agreement**

The period of this Agreement shall commence on January 1, 2021, and expire on December 31, 2021; or until final programmatic closeout of the specified programs/activities covered under this Annual Agreement and within the 2021 Annual Action Plans; or whichever is longer. Various provisions (e.g., compensation, compliance, record keeping) shall extend until completed after December 31, 2021.

## **Section 6. Compensation to City**

- 6.1 The compensation to City for administration of specified St. Charles Urban County activities will be determined in accordance with the HUD-allowable staff and overhead costs directly related to carrying out activities eligible under Part 24, sections 570.201 through 570.204, of the Code of Federal Regulations.
- 6.2 City shall submit to County for County's approval periodic statements for administration and other allowable expenses as defined by HUD.

## **Section 7. Termination of the Agreement**

This Agreement may be terminated by the County in writing to City upon no less than sixty (60) day notice. If the Agreement is terminated, the City will be paid for the pro-rated share for administration services incurred up to the termination date, and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the City under this Annual Agreement shall be promptly returned to the County.

## **Section 8. Assignment**

- 8.1 In respect to all covenants, agreements, and obligations stated in this Agreement, the County and City each binds itself and its successors, assigns and legal representatives to the other party to this Agreement.
- 8.2 Neither County nor City shall assign, subcontract, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Annual Agreement without the written consent of the other and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Annual Agreement. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Annual Agreement. Nothing contained in this Section 9.2 shall prevent City from employing such independent individuals, associates, and subcontractors as City may deem appropriate to assist City in the performance of service hereunder.



## **Section 9. General Considerations**

- 9.1 Compliance with Grant Requirements. The City shall comply with all applicable rules, regulations, laws, and requirements in relation to the St. Charles Urban County CDBG Program as distributed by HUD.
- 9.2 Compliance with Local Laws. The City shall comply with all applicable laws, ordinances and codes of the state and local governments, and the City shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Annual Agreement.
- 9.3 Personnel.
- 9.3.1 The City represents that it has or will secure all personnel required in performing the services under this Agreement. City may hire and/or contract for the employment of personnel to perform services under this Agreement. Such personnel shall not hold any additional contractual relationship with the County or present any additional conflict of interest with the County or City.
- 9.3.2 All of the services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- 9.4 Records and Information.
- 9.4.1 The City shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all St. Charles Urban County CDBG Program project costs and such other records as may be deemed necessary by this Annual Agreement to assure proper accounting for all project funds, both federal and non-federal shares.
- 9.4.2 These required records shall be made available for inspection by authorized representatives of the County, HUD, or the Federal Government during normal business hours of the City.
- 9.4.3 These required records shall be retained for three years after final payment by County to City for services performed under this Agreement, or as otherwise required by HUD. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until December 31, 2021, whichever is later.
- 9.5 Confidentiality. Unless otherwise mandated by law, all of the reports, information, data, etc., prepared or assembled by the City under this Agreement are confidential, and the City agrees that they shall not be made available to any individual or

organization without the prior written approval of the County. All requests for information regarding the 2021 Urban County CDBG Program that may be considered of a confidential nature shall be referred directly to the County.

9.6 Copyright. No report, maps, or other documents produced in whole or in part under this Annual Agreement shall be the subject of an application for copyright by or on behalf of the City.

## **Section 10. Compliance with Federal Regulations**

This Agreement is subject to and incorporates the terms of Subpart K of the CDBG Regulations and all other applicable Federal Standard Provisions, including the following:

10.1 The City will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor. City agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfers, rates of pay or other forms of compensation, and selection for training, including apprenticeship. City agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

## **Section 11. Notices and Communication**

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means provided that receipt is confirmed. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Annual Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

The below named individuals shall be the authorized representatives of the County and City. Communication and details concerning this contract shall be directed as follows:

County:  
Robert Myers, AICP  
Director of Planning & Zoning Division  
St. Charles County Government  
201 N. Second St. – Suite 420  
St. Charles, MO 63301  
636-949-7900 ext. 7221  
[rmyers@sccmo.org](mailto:rmyers@sccmo.org)

City:  
Kathleen Thompson  
CDBG Administrator  
City of St. Charles  
200 N. Second St  
St. Charles, MO 63301  
636-949-3214  
[Kathleen.Thompson@stcharlescitemo.gov](mailto:Kathleen.Thompson@stcharlescitemo.gov)

**Section 13. Entire Agreement**

This Agreement constitutes the entire agreement between the County and City and supersedes all prior written or oral understandings related to delivery of the 2021 Urban County CDBG Programs. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Annual Agreement on the date last written below.

Executed by the County this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**COUNTY:**

**CITY:**

COUNTY OF ST. CHARLES, MISSOURI:  
MISSOURI:

THE CITY OF ST. CHARLES,

\_\_\_\_\_  
Steve Ehlmann, County Executive

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
County Registrar

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Bruce Evans,  
Director of Community Development