

Bill No. 5077

Ordinance No. _____

Requested by: Michael Hurlbert

Sponsored by: Joe Cronin

AN ORDINANCE AUTHORIZING THE EXECUTION OF COOPERATION AGREEMENTS WITH VARIOUS CITIES TO SUPPORT AN APPLICATION BY ST. CHARLES COUNTY TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR QUALIFICATION AS AN "URBAN COUNTY" UNDER THE DEPARTMENT'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

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

WHEREAS, Title I of the Act, denominated as "Community Development," provides for programs for housing and community development in urban counties or communities by providing financial assistance annually for area-wide programs for housing, public services, and public works; and

WHEREAS, the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program are consolidated under Title I of the Act; and

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

WHEREAS, St. Charles County and multiple cities within the County have since 2010 formed by cooperation agreements as the St. Charles Urban County, as recognized by the U.S. Department of Housing and Urban Development, hereinafter referred to as “HUD”; and

WHEREAS, Jurisdictions now participating as the St. Charles Urban County include Cottleville, Dardenne Prairie, Lake St. Louis, New Melle, St. Charles, St. Paul, St. Peters, Weldon Spring, Wentzville, and St. Charles County; and

WHEREAS, Effective cooperation agreement will expire on January 1, 2023, and the County and multiple cities seek to requalify as an urban county and jointly applications to HUD to receive CDBG and HOME funding for our constituent residents; and

WHEREAS, as the urban county applicant, the County must take responsibility and assume all obligations of an applicant under federal statutes, including the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications; and

WHEREAS, all cities within St. Charles County have been extended an opportunity to submit Cooperation Agreements with

St. Charles County to cooperate with it in its application to requalify as an urban county; and

WHEREAS, the provisions of Sections 70.210 to 70.320 RSMo (2000) empower municipalities or political subdivisions to contract with each other for common services and the purposes herein set out.

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 Cooperation Agreements with municipalities within St. Charles County that substantially conform to the form agreement attached hereto as **EXHIBIT A**.

Section 2. All terms of the Agreements 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 such the agreements authorized by it shall be valid upon their lawful execution by the appropriate officials of each governmental entity entering into those agreements as required by Chapter 70 of the Revised Statutes of the State of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

EXHIBIT A

A COOPERATION AGREEMENT BETWEEN THE COUNTY OF ST. CHARLES, MISSOURI AND THE «CITY_TOWN_VILLAGE», MISSOURI FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEARS 2023 THROUGH 2025

This “Urban County Cooperation Agreement” (hereinafter referred to as “Cooperation Agreement”) is made and entered into as of _____, 2022, by and between the County of St. Charles, a political subdivision of the State of Missouri (hereinafter called “County”); and, the «CITY_TOWN_VILLAGE», a fourth class city of the State of Missouri, located in the County of St. Charles (hereinafter called “City”), and jointly referred to as “Parties.”

WITNESSETH

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 community development activities as authorized by Section 105 of the Act; and

WHEREAS, Title I of the Act, denominated as “Community Development,” consolidates several existing categorical programs for housing and community development into new programs for such housing and community development in urban counties or communities by providing financial assistance annually for area-wide plans for housing, public services, and public works programs; and

WHEREAS, the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program are consolidated under Title I of the Act; and

WHEREAS, the County desires to request that the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”), designate the County as an “urban county”; and

WHEREAS, the County as an urban county is eligible to receive CDBG funds with other units of general local government (UGLG) which have entered into a cooperation agreement with the County to jointly participate in the program; and

WHEREAS, the City desires to participate with the County in said programs; and

WHEREAS, the Community Development Block Grant regulations issued pursuant to the Act provide that qualified urban counties must submit an application to the U.S. Department of Housing and Urban Development for funds, and that UGLG’s, cities and smaller communities within the metropolitan area not qualifying as metropolitan cities may join the County in said application and thereby become a part of a more comprehensive county effort; and

WHEREAS, as the urban county applicant, the County must take responsibility and assume all obligations of an applicant under federal statutes, including the analysis of needs; the setting of objectives; the development of community development and housing assistance plans; the consolidated plan; and the assurances of certifications; and

WHEREAS, to qualify as an “urban county” for the period 2020-2022, St. Charles County has enacted or renewed Cooperation Agreements with the City of Cottleville, the City of Dardenne Prairie, the City of Lake St. Louis, the City of New Melle, the City of St. Paul, the City of St. Peters, the City of St. Charles, the City of Weldon Spring, and the City of Wentzville; and

WHEREAS, by executing this Cooperation Agreement, the Parties hereby give notice of their intention to participate in the Urban County CDBG Program; and

WHEREAS, the provisions of Sections 70.210 to 70.320 RSMo (2000) empower municipalities or political subdivisions to contract with each other for common service.

NOW THEREFORE, in consideration of the mutual promises, recitals and other provisions hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION I. General.

- A. **Responsible Officers.** The Director of the County Department of Community Development (hereinafter referred to as “County Director”) is hereby authorized to act as applicant for the CDBG Programs and to administer funding and activities under the programs.
- B. **Cooperation.** The City and County have the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
- C. **Term of Agreement.** The term of this Cooperation Agreement shall be for a period of three (3) years commencing January 1, 2023 through December 31, 2025. In addition, this Agreement will automatically renew for a new, second consecutive three-year term, unless the City provides written notice at least one hundred eight (180) days prior to the end of the initial term that it elects not to participate in a new qualification period. By April 27, 2025, or by the date specified in HUD’s urban

county qualification notice for the next qualification period, but not less than one hundred and eight (180) days prior to the end of the initial term, the County will notify the City in writing of its intention not to participate in the program as an urban county for a successive three-year term.

The Parties agree to adopt amendments to this Cooperation Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD. Any amendment to this Cooperation Agreement shall be submitted to HUD as required by the Regulations. The parties cannot terminate or withdraw from the Cooperation Agreement while the Cooperation Agreement remains in effect unless the County does not receive a grant for any year of the term.

The Cooperation Agreement remains in effect until the Urban County CDBG Program and HOME Program funds and income received 2023-2025 are expended and the funded activities are completed, but the foregoing does not constitute an extension term.

- D. **Scope of Agreement.** This Cooperation Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Entitlement Program and the HOME Investment Partnership (HOME).
- E. **Effective Date of Agreement.** This agreement shall be in full force and effect when HUD determines that the County qualifies as an urban county within the meaning of the Act and the regulations promulgated by HUD pursuant to the Act.

SECTION II. Preparation and Submittal of CDBG Funding Applications.

- A. **Inclusion of City as Applicant.** Parties agree that City shall be included in the application the County shall submit to the U.S. Department of Housing and Urban Development for Title I Housing and Community Development Block funds under the above recited Act. City, by the execution of this Cooperation Agreement, agrees to have its demographic data, as defined in Section 106 of the Act, included in the formula allocation of funds to the County. County agrees to include City as a part of its Consolidated Plan to be submitted to HUD under the terms and conditions of the Act. The City understands that it may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the County's CDBG program; and that it may receive a formula allocation under the HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. Furthermore, City agrees that the City may receive a formula allocation under HUD's Emergency Solutions Grant (ESG) Program only through the County.

- B. **Application Submittal.** County agrees to commit sufficient resources to complete and submit the County's Consolidated Plan and supporting documents to HUD in time for the Parties to be eligible to receive funding beginning January 1, 2023, and to hold public hearings as required to meet HUD requirements.
- C. **County Responsibility.** Parties agree that the County shall, as applicant, be responsible for holding public hearings and preparing and submitting the Urban County CDBG Program funding application and supporting materials in a timely and thorough manner, as required by the Act and the federal regulations established by HUD to secure entitlement grant funding beginning January 1, 2023. Funds allocated by HUD to the Urban County by reason of City's execution of this Cooperation Agreement shall be deposited with the County in accordance with HUD Regulations and shall be made immediately available for all community development programs identified in the Urban County's Consolidated Plan.
- D. **Grant Eligibility.** In executing this Cooperation Agreement, the City understands that City shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the Parties are participating in the urban county CDBG entitlement program.
- E. **County Contractor.** In executing this Agreement, the City also understands that the County may commit the conduct of activities required by this Agreement and the CDBG entitlement program, including but not limited to the development of a consolidated plan and the holding of required hearings, to a contractor such as the City of St. Charles, Missouri.

SECTION III. Program Administration.

- A. **Program Authorization.** County Director is hereby authorized to carry out activities that will be funded from the annual CDBG Programs from fiscal years 2023, 2024, and 2025 appropriations and from any income generated from the expenditure of such funds.
- B. **Responsibilities of Parties.** Parties agree that the County shall be the governmental entity required to execute any grant agreement received pursuant to the CDBG applications, and the County shall thereby become legally liable and responsible thereunder for the proper performance of the plan and CDBG county programs. City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Cooperation Agreement and under any subrecipient agreements. City further agrees that it shall fully cooperate with the County in all things required and appropriate to comply with the provisions of any Grant Agreement received by the County pursuant to the Act and its Regulations.

- C. **City Assistance.** City agrees to undertake, conduct, perform or assist the County in performing the essential community development and housing assistance activities identified in County's Consolidated Plan. Pursuant to the Act and pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

SECTION IV. Use of Program Funds.

- A. **Allocation of CDBG funds.** All funds received by County pursuant to this Cooperation Agreement shall be identified and allocated, as described in the Consolidated Plan and Action Plans, provided, however, that a different distribution may be made when required by HUD to comply with Title I of the Act, as amended.
- B. **Availability of Funds.** It is understood by the Parties hereto that the CDBG funds being used for the purposes of this Cooperation Agreement are funds furnished to the County from HUD pursuant to the provisions of the Act. Notwithstanding any other provision of this Cooperation Agreement, the liability of the County shall be limited to CDBG funds available for the specific projects or activities set out in the application. The City understands that the County must wait for release of CDBG funds from HUD before CDBG funds may be advanced or reimbursed to any sub-recipient.
- C. **Fair Housing Implementation.** Parties agree that no Urban County funding shall be allocated or expended for activities in support of any cooperation unit of local government 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.
- D. **Conflict Resolution.** In the event of disagreement between the County and the City as to the allocations, disbursement, use, or reimbursement of CDBG funds, the Parties agree to accept HUD's written determination as to the appropriate resolution or disposition of funds to the extent HUD is willing to resolve such disagreement. If not, then such disagreement shall be resolved by a court of competent jurisdiction.

SECTION V. Amendment or Extension of Agreement.

- A. **Subrecipient Agreement.** For each fiscal year during the term of this Cooperation Agreement, County and City may enter into a Subrecipient Agreement, prepared jointly by County and City, that will list any project(s) the City will undertake with CDBG entitlement funds during that program year. Such Subrecipient Agreement will set forth the project changes, time schedule for completion of the project(s), and additional funding sources, if any.

- B. **Amendments.** Parties agree that a duly-enacted and fully-executed amendment or amendments to this Cooperation Agreement may be entered into at any time if required or necessary to implement the plans contemplated hereunder, or to comply with any grant agreement or the Regulations issued pursuant to the Act.

SECTION VI. Compliance with Federal Regulations.

- A. **General.** Parties agree to take all actions necessary to comply with the Urban County's certifications required by section 104(b) of Title I of the Act, including Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. Parties are obligated and agree to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not provide 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.
- B. **Citizen Participation.** Parties agree to comply with federal citizen participation requirements of 24 CFR Part 91.
- C. **Parties hereby certify, to the best of their knowledge and belief, that:**
 - 1) **Conflict of Interest.** No federal grant monies have been paid or will be paid, by or on behalf of the Parties, to any officer or employee or any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - 2) **Influence.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3) **Certifications Disclosure.** Parties agree to include the certification in Section VI. D. below in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all grant subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into.

D. Certification Regarding Policies Prohibiting Use of Excessive Force and Regarding Enforcement of State and Local Laws Barring Entrances.

In accordance with Section 519 Public Law 101-144 (the 1990 HUD Appropriations Act), the County and cooperating unit of general local government have adopted and are enforcing:

- 1) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdictions 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.

- E. A unit of general local government receiving CDBG funding to implement various activities 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. This provision conforms to the regulations contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L.113-76.

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

Executed by the County this _____ day of _____, 2022.

Executed by the City this _____ day of _____, 2022.

SEAL

COUNTY OF ST. CHARLES, MISSOURI

By: _____
County Executive

ATTEST:

County Registrar

SEAL

«CITY_TOWN_VILLAGE», MISSOURI

By: _____
Mayor

ATTEST:

City Clerk