

Bill No. 5114

Ordinance No. ____

Requested by: Robert Myers
Sponsored by: Nancy Schneider

AN ORDINANCE AUTHORIZING THE PROFESSIONAL ADMINISTRATIVE SERVICES AND PROGRAM ADMINISTRATION AGREEMENT BETWEEN ST. CHARLES COUNTY AND THE CITY OF ST. CHARLES FOR THE CITY'S OPERATION OF THE URBAN COUNTY'S 2022-2025 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 (2014), and to St. Charles County Ordinance 22-045, the County authorized cooperative agreements to qualify as an “urban county” with the Cities of Augusta, Cottleville, Dardenne

Prairie, Lake St. Louis, St. Peters, St. Charles, Weldon Spring, St. Paul and Wentzville; and

WHEREAS, HUD approved the County’s request for “urban county” status 2023-2025, 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, since January 1, 2018, St. Charles County has been contracting 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 as defined in HUD approved Annual Action Plans, it is necessary to enter the professional services and program administration agreement authorized herein; and

WHEREAS, the provisions of Sections 70.210 to 70.320, RSMo (2014), 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 2022-2025 Professional Administrative Services and Program Administration

Agreement between St. Charles County and the City of St. Charles for the City's operation of the Urban County's operations and services. The agreement that will cover the period from January 1, 2022 to December 31, 2022 with three (3) automatic renewals 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.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

EXHIBIT A

**AGREEMENT BETWEEN
THE COUNTY OF ST. CHARLES, MISSOURI
AND
THE CITY OF ST. CHARLES, MISSOURI
FOR PROFESSIONAL ADMINISTRATIVE SERVICES AND PROGRAM
ADMINISTRATION OF URBAN COUNTY PROGRAMS
Period of January 1, 2022 – December 31, 2022**

This “Agreement for Professional Administrative Services and Program Administration of Urban County and City of St Charles” (hereinafter referred to as the “Agreement”) is made as of the 1st day of January, 2023 between the County of St. Charles, Missouri (hereinafter, the “County”) and the City of St. Charles (hereinafter, 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 and CDBG-CV funds authorized by the CARES Act 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 Dardenne Prairie, the City of Augusta, the City of St. Paul, and the City of Wentzville to cover the period 2023-2025.

WHEREAS, the County and City in consideration of their mutual covenants herein agree in respect to the City’s performance of certain program administration and professional administrative services for the 2023 Urban County CDBG programs and the payment for those services by County as set forth below.

Section 1. Statement of Work

The City shall perform certain professional administrative services as hereinafter stated as may be required for administration of the County’s U.S. Department of Housing and Urban Development’s (hereinafter referred to as “HUD”) CDBG Program. The specific services of the City may change as necessary to meet the Federal, State or local requirements of such contracted program. Such changes shall be mutually agreed upon by and between the County and the City including any increase or decrease in the amount of the City’s compensation and shall be incorporated in written amendments to this Agreement.

The City shall also perform certain program administration services (hereinafter stated) as may be required with respect to specific program activities within the Urban County CDBG Programs that have been approved through Annual Action Plan(s).

During the period covered by this agreement, not less than 70 percent of CDBG funds will be used for activities that benefit low- and moderate-income persons. In addition, each activity will meet one of the following national objectives for the program: benefit low- and moderate- income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or

welfare of the community for which other funding is not available. Subrecipient will also provide documentation of National Objectives within Activity project files.

Section 2. Scope of Services by City

A. The City shall provide general management, coordination, monitoring, record retention, and evaluation for the Urban County CDBG Program including:

- 2.1 Preparing required plans including but not limited to the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), Environmental Review and other compliance documents related to the Urban County CDBG Program for submission to HUD;
- 2.2 Developing systems for assuring compliance with federal requirements;
- 2.3 Monitoring the Urban County CDBG Program for progress and compliance with federal requirements;
- 2.4 Coordinating the resolution of monitoring and audit findings;
- 2.5 Reporting the Urban County CDBG Program results against stated objectives;
- 2.6 Preparing and publishing all appropriate public hearing notices for citizen input to comply with federal citizen participation requirements of 24 CFR Part 91;
- 2.7 Assisting County with public hearings required for administration of the Urban County CDBG Program and jointly attend these hearings with County, or other community representatives, to document citizen input;
- 2.8 Assisting County and federal Urban County CDBG monitors during annual CDBG Program performance reviews, and assist the County Auditor during Single Audit;
- 2.9 Administering the County's CDBG-funded neighborhood stabilization programs, including processing applications and managing and supervising persons whose primary responsibilities are Urban County CDBG Program administration;
- 2.10 Providing general information to the public regarding the Urban County CDBG Program;
- 2.11 When applicable, assisting the County in complying with regulations governing procedures required by the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 in relation to the acquisition of property;
- 2.12 Facilitating membership in the St. Louis Home Consortium and the activities with it on behalf of the CDBG and CDBG-CV Programs, including the Consolidated Plan, pursuant to HUD requirements; and
- 2.13 Keeping such financial records, supporting documents, and other records as are required to be maintained by HUD for the CDBG Program.

B. The City shall administer Urban County CDBG Programs in a manner satisfactory to the County and consistent with the Annual Action Plans (AAP) and any standards required. These administrative services include:

- 2.14 Administering home improvement loans for qualifying "Urban County" residents eligible based on income. The HIP 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 HIP plans, procedures and forms: the City will develop the program design and procedures for the HIP with the County's review and approval (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.

2) Outreach: the City will promote the HIP to help attract enough eligible applicants from the St. Charles Urban County to participate in the program to meet the 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 in resolving disputes that may arise between an applicant and a contractor during the course of eligible rehabilitation projects. The City will not endorse any contractors.

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

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 10.4 of this Agreement.

2.15. Managing the St. Charles Urban County's transportation program that provides trips to medical services, shopping and essential services for qualifying St. Charles Urban County residents (eligible based on age, disability and income) who may lack access to a vehicle or are unable to drive. 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: The City will conduct outreach to promote program.

2) Intake/assessment of eligibility: Accept applications and perform eligibility determinations.

3) Program Administration: Assist in reviewing bid proposals and contracts, prior to being awarded, and administer the transportation program 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 10.4 of this Agreement.

2.16 Processing subrecipient and beneficiary payments for awarded funding, monitoring the activities of the subrecipient, and maintaining financial and other records provided by subrecipient in accordance with Section 10.4 of this Agreement.

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

1) Outreach: the City will work with the subrecipient to ensure that enough eligible applicants from the St. Charles Urban County participate in the programs to meet the goal of assisting eligible persons determined in the AAP.

2) Intake/assessment of eligibility: the City will assist residents of St. Charles Urban County by answering questions that may arise regarding the program.

3) Communication: the City will act as a liaison between the participant and contracted subrecipient providing the service.

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 VIII of this Agreement.

2.17 Processing subrecipient payments and monitoring activity of subrecipient for the Affordable Rental Program (as defined in the Policies and Procedures Manual) and maintain financial and other records provided by subrecipient in accordance with Section 10.4 of this Agreement.

2.18 Maintaining the day-to-day performance for the HOME programs. This includes, but not limited to, assisting home buyers, verifying that homes are not located in the floodplain, scheduling any necessary inspections, and carrying out public outreach such as conducting a homebuyer workshop to include fair housing education.

C. The City shall administer the St Charles City CDBG Code Enforcement Program in a manner satisfactory to the County and consistent with the Annual Action Plan (AAP) and any standards required. These services include:

2.19 Providing Code Enforcement program services such as the program delivery costs for Urban County rehabilitation programs including but not limited to staff time, recording fees

and communication with residents within US Census Tracts where the populations are at least 51% low- moderate income.

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

1) Outreach: the City will promote the Code Enforcement program within the designated low- to moderate-income census tracts, to ensure that enough eligible applicants participate in the program to meet the annual goal of code compliance.

2) Intake/assessment of eligibility: the City will assist residents of the City of St. Charles by providing rental inspections prior to occupancy, and enforcement of international property maintenance code compliance consistent with the AAP.

4) Maintenance of case files and other records: The Subrecipient will maintain program and financial records in accordance with the general requirements for record keeping specified in Section VIII of this Agreement.

2.20 Covering administrative costs associated with Rehabilitation programs to include but not limited to salaries, recording fees, and postage.

Section 3. Scope of Services not by City

City services shall not include the A-133 Audit. City services also do not include management for projects and activities eligible under Part 570.201 through 570.204 as may be approved in the Urban County Consolidated Plan. City shall not be required to advance funds from its own resources to pay for any program requirements or projects or activities approved under the Consolidated Plan.

Section 4. County's Responsibilities

The County shall:

- 4.1 Provide all criteria and full information as to County's requirements of the Urban County CDBG Program and furnish copies of all documents related to such Program as required for program reporting;
- 4.2 Assist City by placing, at its disposal, all available information pertinent to the general administration of the Urban County CDBG and HOME;
- 4.3 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; and
- 4.4 Develop and/or maintain the Citizen Participation Plan and participate in implementation and on-going public participation activities and responsibilities.

- 4.5 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
- 4.6 Conduct A-133 audits; and
- 4.7 Develop interagency agreements, requests for proposals/qualifications, and agreements with subrecipients and contractors to carry out eligible program activities including the preparation of procurement and contract documents with information received from the City. County's responsibility shall include any affordability agreements, affordability deed restrictions, and any other regulatory agreements necessary to effectuate affordable rentals or similarly situated properties and programs.

Section 5. 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 6. Term of this Agreement

The period of this Agreement shall commence on January 1, 2022 and expire on December 31, 2022, with automatic renewal of this Agreement terms for three (3) additional one-year periods concurrent with the CDBG Program Consolidated Plan Period, or until final programmatic closeout of the specified programs/activities covered under this Agreement and within the Annual Action Plans; or whichever is longer. This agreement can be revoked in writing by either party with a minimum of one hundred and eighty (180) days written notice.

Section 7. Compensation to City

7.1 The yearly CDBG and CDBG-CV administration allocation is limited to 15% and %20 of the total annual CDBG and CDBG-CV funding amount respectively. The County may deduct up to 13% of the CDBG and 35% of the CDBG-CV administration allocation to provide for administration services not provided by the City. The compensation for the City for yearly CDBG and CDBG-CV professional services administration under this agreement shall be the remaining administrative allocation. This compensation to City for general administration of Urban County CDBG and CDBG-CV Program includes staff and overhead costs directly related to carrying out activities eligible under Part 570.201 through 570.204.

7.2 Preparation and submittal of various documents such as the Annual Action Plan are required to be completed in the year prior to the County receiving funds. The City acknowledges that such will be accomplished by City to meet deadlines required by HUD with no additional compensation from the County. The amount for services rendered by the City for all months preceding receipt of CDBG funds for any given fiscal year shall be payable upon receipt of those funds. Thereafter, the County shall pay the City's monthly draw requests for administrative costs.

7.3 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.

Section 8. Termination of this Agreement

This Agreement may be terminated by the County in writing to City upon no less than one hundred and eighty (180) days' notice. If this 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 Agreement shall be promptly returned to the County.

Section 9. Assignment

9.1 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

9.2 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 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.

9.3 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 10.2 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 10. General Considerations

10.1 Compliance with Grant Requirements. The City shall comply with all applicable rules, regulations, laws, and requirements in relation to the County CDBG Program as distributed by HUD.

10.2 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 Professional Services Agreement.

10.3 Personnel.

10.3.1 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.

10.3.2 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.

10.4 Records and Information.

10.4.1 The City shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all Urban County CDBG and CDBG-CV Program project costs and such other records as may be deemed necessary by this Agreement to assure proper accounting for all project funds, both federal and non-federal shares.

10.4.2 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.

10.4.3 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, 2023, whichever is later.

10.5 Confidentiality. All requests for information regarding the Urban County CDBG Program that may be considered of a confidential nature shall be referred directly to the County.

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

Section 11. 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:

11.1. 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 12. 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 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

City

Kathleen Thompson
CDBG Urban County Administrator
City of St. Charles
200 N. Second St. – Suite 303
St. Charles, MO 63301
636-949-3214
kathleen.Thompson@stcharlescitymo.gov

Section 13. Entire Agreement

This Agreement constitutes the entire agreement between the County and City and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

COUNTY:
COUNTY OF ST. CHARLES, MISSOURI:

Approved as to form:

Steve Ehlmann, County Executive

St. Charles County Counselor

ATTEST:

County Registrar

THE CITY OF ST. CHARLES, MISSOURI:

PROGRAM ADMINISTRATOR:

Daniel J. Borgmeyer, Mayor

Kathleen Thompson,
CDBG Urban County Administrator

ATTEST:

CITY CLERK