

BILL NO.: 4932

ORDINANCE NO.: _____

Introduced by: City Manager Nathan Mai-Lombardo

**AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING
THE MAYOR TO EXECUTE THE ATTACHED 2022 CDBG SUPPLEMENTAL
COOPERATION AGREEMENT**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY,
MISSOURI, AS FOLLOWS:**

- Section 1.** The Mayor is hereby authorized to execute the attached Community Development Block Grant (CDBG) Supplemental Cooperation Agreement for 2022.
- Section 2.** The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its date of passage.

1st Reading this 06th day of March 2023

2nd Reading this 06th day of March 2023

3rd Reading, PASSED and APPROVED, this day of 2023

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___

**ST. LOUIS COUNTY DEPARTMENT OF HUMAN SERVICES
OFFICE OF COMMUNITY DEVELOPMENT**

**MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT
SUPPLEMENTAL COOPERATION AGREEMENT**

NO. 2022

This Supplemental Cooperation Agreement (hereinafter referred to as the Supplemental Cooperation Agreement) made and entered upon its date of execution, by and between ST. LOUIS COUNTY, MISSOURI (hereinafter referred to as "County"), and the City of Berkeley, Missouri (hereinafter referred to as "Municipality"),

Witnesseth:

Whereas, the United States Congress enacted the Housing and Community Development Act of 1977 (hereinafter referred to as the "Act") providing federal funds to local units of government for the purposes of developing urban communities and improving housing conditions and community services; and

Whereas, the Act allocates funds to County for the purpose of undertaking Community Development Program activities authorized in Section 105 thereof; and

Whereas, the Act recognizes that Municipality may enter into cooperation agreements with County in order to undertake community development activities with Municipality as authorized by Section 105 of the Act; and

Whereas, County and Municipality have enacted ordinances authorizing their chief executive officers to execute a Municipal Housing and Community Development Cooperation Agreement dated August 26th, 2014, (hereinafter referred to as the "Cooperation Agreement") and Supplemental Cooperation Agreements; and

Whereas, the provisions of Section 70.210 to Section 70.320 R.S.Mo. inclusive empower municipalities or political subdivisions to contract with each other for a common service and Section 2.180 of the 1968 County Charter provides that the County Council may, by ordinance, authorize contracts between County and an incorporated area for a common service; and

Whereas, certain provisions of this Supplemental Cooperation Agreement are intended to amend the Municipal Housing and Community Development Cooperation Agreement previously entered into for the purpose of conforming with HUD requirements; and

Whereas, County and Municipality desire to undertake a cooperative Community Development Program in accordance with the Act;

Now, Therefore, County and Municipality mutually agree as follows:

I. County and Municipality hereby agree to cooperate in the undertaking or assist in the undertaking of essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing as set forth in Exhibit A, "Budget and Scope of Program," attached hereto and made a part hereof. Such activities are to be carried out by Municipality in accordance with County's Community Development Plan and Housing Assistance Plan as submitted to HUD in County's Annual Consolidated Plan for Community Development Block Grant (CDBG), HOME, and Emergency Shelter Grant Programs. The community development activities authorized by the Act and outlined in County's Consolidated Plan will be carried out through funds received as a result of the Act and made available to Municipality by County for the purpose of undertaking community development programs. The community development activities to be undertaken by Municipality as set forth in Exhibit A will be performed in accordance with the terms and conditions of the Cooperation Agreement, the Supplemental Cooperation Agreement, and the Subrecipient Policies and Procedures Manual, and may be governed by additional amendments, if any, executed by County and Municipality. This Agreement shall remain in effect without terminating during any time Municipality has CDBG Funds under Contract, including Program Income, as defined by 24 CFR 570 et seq.

II. Changes in the subprograms and activities as described in Exhibit A may be requested from

time to time by either County or Municipality and if mutually agreed upon by and between County and Municipality shall be incorporated by written amendment(s) to the Supplemental Cooperation Agreement. County and Municipality acknowledge and agree that the budget line item "accounts" described in Exhibit A of this Agreement are estimates only and, therefore, the County shall, when necessary, transfer funds between "accounts" without the execution of an amendment to the Supplemental Cooperation Agreement in order to process municipal payment requests.

III. Municipality agrees that it will contractually obligate funds within twelve months of the executed date of this Supplemental Cooperation Agreement. Funds not contractually obligated as stipulated may be recaptured by County, unless an extension of time has been specifically requested in writing by Municipality and approved in writing by County.

IV. Municipality further agrees to abide by the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to wit:

A. Municipality agrees to abide by the provisions of 2 CFR 200.100 through 200.345 and 2 CFR 200.400 through 200.415, if applicable.

B. Municipality agrees to have an audit made in accordance with 2 CFR 200.500 through 2 CFR 200.520 if total federal grants spent during the fiscal year exceed \$750,000. If total federal grants spent during the fiscal year are less than \$750,000, Municipality shall be exempt from compliance with 2 CFR 200.500 through 2 CFR 200.520 and other federal audit requirements prescribed by state and local law or regulation. Nothing above exempts the Municipality from maintaining records of federal grant expenditures or from providing access to such records to federal agencies.

C. Municipality shall provide a copy of the audit report to the County within 30 days of the completion date of the audit.

V. Municipality agrees to comply with the following provisions as required by 24 CFR 570.503(b), to wit:

A. Municipality agrees to maintain and submit to County such records and reports as requested and specified by County in order to assist County in meeting its record keeping and reporting requirements.

B. Municipality shall inform County of any and all income generated as the result of a CDBG-funded activity. All such program income shall be returned to County. Program income generated by all Rehabilitation of Private Properties Activities will be used by County for grants and/or expenses related to CDBG Rehabilitation of Private Properties Activities administered or undertaken by County. Municipalities that have County-approved revolving loan funds for Rehabilitation of Private Properties Activities will automatically have program income funds reallocated to aforesaid loan programs. All program income that is generated by non-Rehabilitation of Private Properties Activities will be reallocated by Supplemental Agreement Amendments to Municipality for eligible CDBG activities in accordance with all CDBG requirements as may then apply, and any requirements of the Cooperation Agreement as are applicable.

C. Municipality shall comply with applicable administrative requirements as described in 570.502.

D. Municipality shall comply with Subpart K of 24 CFR 570 et seq., specifically Sections 570.600 through 570.612, except for the exceptions noted in the regulations, being the Municipality does not assume County's environmental responsibilities under 570.604 and Municipality does not assume County's responsibility for initiating the review process under Executive Order 12372.

E. Municipality agrees that any real property under Municipality's control that was acquired or improved in whole or in part with CDBG funds (1) is used to meet one of the national objectives in 570.208 until five years after expiration of this Agreement, or such longer period of time as determined appropriate by County; or (2) is disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

VI. Municipality shall comply with Subpart B of 24 CFR part 135 and shall comply with all applicable goals for the utilization of small and disadvantaged businesses in contracting activities of Section 3-covered projects as described in the aforementioned Subpart B.

VII. In accordance with 24 CFR 85.43, suspension or termination of this Agreement may occur if Municipality materially fails to comply with any term of this Agreement of the award of CDBG funds. The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44.

VIII. Municipality certifies that the Community Development Block Grant Program stipulated in Exhibit A gives maximum feasible priority to activities which benefit low or moderate income families, aid in the prevention or elimination of slums or blight, or are an urgent community development need, but that not less than seventy (70%) of funds received shall be used for activities that benefit low- and moderate-income persons.

IX. Municipality certifies that it affirmatively furthers fair housing by having enacted a municipal fair housing ordinance and that this fair housing ordinance has a mechanism for enforcement such as a Human Relations Commission.

X. County hereby certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

XI. County certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

XII. County certifies that to the best of its knowledge and belief:

A. No federally appropriated funds have been paid or will be paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any 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;

B. 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

C. It will require that the language of paragraph XI of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

XIII. County certifies that it will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A;

D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

E. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph D(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A through F.

XIV. County certifies that it is following:

A. A current Consolidated Plan which has been approved by HUD in accordance with Section 105 of the Cranston-Gonzales National Housing Affordability Act; or

B. A housing assistance plan which was approved by HUD during the 180-day period beginning November 28, 1990, or during such longer period as may be prescribed by the Secretary of HUD in any case for good cause.

MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT
SUPPLEMENTAL COOPERATION AGREEMENT

NO. 2022

In **Witness Whereof**, the parties have signed this Agreement to be effective on the later of the dates written below.

CITY OF BERKELEY, MISSOURI

ST. LOUIS COUNTY, MISSOURI

By: _____

By: _____

Title: Mayor

Title: Director, Department of Human Services

Attest:

Approved:

By: _____

By: _____

Title: City Clerk

Title: Director, Community Development

Approved as to Legal Form:

Municipal Attorney

Affix Municipal Seal Here

I hereby certify that balances sufficient to pay the contract sum remain in the appropriation accounts against which this obligation is to be charged, to the extent County continues to receive federal funds sufficient to pay contract sum, in accordance with the applicable Municipal Housing and Community Development Cooperation Agreement, between Municipality and St. Louis County.

By: _____

Title: Community Development Accounting Supervisor

Approved: _____

Title: Community Development Manager

MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT
SUPPLEMENTAL COOPERATION AGREEMENT

NO. 2022

BUDGET AND SCOPE OF PROGRAM

Municipality: Berkeley Total Allocation \$ 121600 ✓

HUD Matrix Code and Activity Title: 14A Rehab; Single-Unit Residential

Fund:	Department:	Division:	Section:	Object:
<u>4520</u>	<u>5000</u>	<u>5350</u>	<u>5036</u>	<u>657110</u>

Grant:	Program:	Activity:	Location:	Project:
<u>GB102</u>	<u>GR25</u> ✓	<u>GHP25</u> ✓	<u>0000</u>	<u>GB102</u>

Description:

The primary objective of this activity is to provide assistance to low and moderate-income residents who are below 80% of the median area income. Assistance will be provided in the form of forgivable loans, which will be used to abate residential housing deficiencies.

Amount: \$ 121600

HUD Activity Title: _____ HUD Matrix Code: _____

Fund:	Department:	Division:	Section:	Object:
_____	_____	_____	_____	_____

Grant:	Program:	Activity:	Location:	Project:
_____	_____	_____	_____	_____

Description: _____

Amount: \$ _____