

**RESOLUTION NO. R22-12**

**A RESOLUTION BY THE TROTWOOD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE HOMEOWNERSHIP CENTER OF GREATER DAYTON TO PROVIDE EDUCATIONAL PROGRAMS AND COUNSELING TO CITIZENS OF TROTWOOD AS PART OF THE CITY'S HOUSING AND FORECLOSURE PREVENTION PROGRAMS.**

**WHEREAS**, the City Manager and the Deputy City Manager recommend City Council enter into an agreement with the Homeownership Center of Greater Dayton ("HOC") to assist families under the threat of foreclosure and to offer educational programs and counseling, including foreclosure prevention counseling, intervention, and rescue funds, and to expand homeownership opportunities to low to moderate-income families; and

**WHEREAS**, City Council finds that there is a need within the City to provide educational programs and counseling to homeowners under the threat of foreclosure as well as others seeking support for homeownership-related issues in the City of Trotwood as part of the City's housing and foreclosure prevention programs.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROTWOOD, STATE OF OHIO:**

**SECTION I:**

The Trotwood City Council hereby finds that there is a need in the City for the services offered by the HOC and hereby authorizes the City Manager to enter into a one-year agreement with the HOC to provide educational programs and counseling as part of the City's housing and foreclosure prevention programs at a cost not to exceed Twenty Thousand Dollars (\$20,000). The City shall pay a total of Five Thousand Dollars (\$5,000) of its own funds and the City Manager shall utilize Fifteen Thousand Dollars (\$15,000) from the Montgomery County Community Development Block Grant Funds to pay for the services provided by the HOC beginning January 1, 2022 and ending December 31, 2022.

**SECTION II:**

The City Manager is further authorized to sign any amendments or extensions thereto that the City Manager deems appropriate to meet the goals and objectives of this Council to support homeowners in the City of Trotwood.

**SECTION III:**

This Resolution shall take effect and be in force from and after the date of its passage.

Passed this 7th day of February, 2022.

ATTEST:

APPROVED:



KARA B. LANDIS  
CLERK OF COUNCIL



MARY A. MCDONALD  
MAYOR



YVETTE F. PAGE  
VICE-MAYOR

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that the foregoing is a true and correct copy of Resolution No. R22-12 adopted by the Trotwood City Council at a regular scheduled meeting held on the 7th day of February, 2022, and that I am duly authorized to execute this certificate.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
KARA B. LANDIS  
CLERK OF COUNCIL

## AGREEMENT EXTENSION

This extension (this “Extension”) is made as of this \_\_\_\_\_ day of February 2022, of the Agreement (“Agreement”) between the City of Trotwood, Ohio (“City”), a municipal corporation organized pursuant to the laws of the State of Ohio and whose address is 3035 Olive Road, Trotwood, Ohio 45426, and the HomeOwnership Center of Greater Dayton (“HOC”), a non-profit corporation organized pursuant to the laws of the State of Ohio and whose address is 130 W. Second Street, Suite 1420, Dayton, Ohio 45402 (collectively, the “Parties”).

### RECITALS

WHEREAS, the Parties entered into an Agreement on February 1, 2020; and

WHEREAS, the prior Agreement ran through January 31, 2021; and

WHEREAS, the Parties wish to have a formal extension of the Agreement for twelve (12) months; and

WHEREAS, HOC wishes to continue to provide direct services to assist families under threat of foreclosure, including foreclosure prevention counseling, intervention, and rescue funds; and to continue to offer educational programs and counseling to expand homeownership opportunities to low/moderate-income families; and

WHEREAS, the City wishes to continue to obtain HOC’s services and to have HOC continue to offer its educational programs and counseling to Trotwood residents; and

WHEREAS, HOC represents that it currently has and will maintain at all times while this Extension is in effect, the resources and personnel with the necessary training, education, and experience to provide in a competent and professional manner the services, programs, and counseling contemplated by the Agreement; and

NOW, THEREFORE, the Parties agree to continue to abide by the following terms for an additional twelve (12) months:

**Section 1. Recitals.** The statements contained in the recital paragraphs above are true and accurate and are incorporated herein.

### **Section 2. Responsibilities of the Parties.**

a) **Responsibilities of HOC.**

1. HOC shall continue to provide the following listed services, programs, and/or counseling (collectively, the “Services”) to at least 20 low/moderate-income households residing in the City of Trotwood:
  - i. Individual counseling and education to households in danger of losing their homes due to financial crisis or predatory lending. The counselor(s) will work to establish either a workable repayment plan with the lender or help to refinance the loan;

- ii. Counseling services regarding down payments and real estate closings;
  - iii. Counseling potential and current rehab housing clients, which will include a review of the potential cash flow, credit report, assets/liabilities, and development of a plan to address any barriers to achievement of homeownership goals and quarterly follow-up counseling sessions where appropriate; and
  - iv. Other housing counseling, education, and outreach on topics set out in 24 CFR 214.300(e) as requested by the City.
2. HOC shall continue to administer the Services contemplated by the Agreement in a professional manner at all times. All counselors providing Services under the Agreement shall have degrees, licenses, experience and/or expertise, which is commensurate with the Services to be provided under the Extension.
  3. HOC shall continue to provide a summary evaluation report to the City once each calendar month, which reports the Services provided under the Agreement during the previous calendar month.
  4. Upon the City's request, HOC continues to agree to meet with City personnel to discuss the Agreement and the Services thereunder.
  5. HOC will continue to work toward compliance with all applicable Housing Counseling Program requirements, including, but not limited to, requirements found in 24 CFR Part 5, 24 CFR Part 214, and HUD Handbook 7610.1 REV-5 and will be fully compliant, with HUD-approved status, on or before August 1, 2020.

b) Responsibilities of the City.

1. The City will continue to secure a total of TWENTY THOUSAND U.S. DOLLARS to compensate for the services rendered by HOC for the period of this Extension, in the following breakdowns:
  - A. The City will contribute a total of FIVE THOUSAND U.S. DOLLARS (\$5,000.00). Said sum shall be paid in a semi-annual installment.
  - B. The remaining FIFTEEN THOUSAND U.S. DOLLARS (\$15,000) due for the period of this Extension shall come from the Community Development Block Grant Fund of Montgomery County.
2. The City shall continue to provide HOC with access to an office or workspace suitable to meet with HOC clients, who are also Trotwood residents.

**Section 3. Amendment or Modification.** This Extension may be amended or modified only by a written document signed by authorized representatives of both Parties.

**Section 4. Term.** This Extension shall be retroactive to January 1, 2022 and shall terminate on December 31, 2022 with a final invoice due by January 15, 2023. Either Party may, at its option, cancel this Extension upon thirty (30) days advanced written notice. Such notice shall be delivered by U.S. mail, certified, return receipt requested, postage prepaid, to the following:

**TO HOC:**

Julie Deacon, Director  
HomeOwnership Center of Greater Dayton  
130 W. Second Street, Suite 1420  
Dayton, Ohio 45402

**TO CITY:**

City of Trotwood  
c/o Stephanie Kellum, Deputy City Manager  
3035 Olive Road  
Trotwood, OH 45426-2656

**WITH A COPY TO:**

City of Trotwood  
Attn: Stephen M. McHugh, Law Director  
33 W. First Street, Suite 600  
Dayton, OH 45402

**Section 5. Indemnification.** HOC shall indemnify and hold harmless the City and its elected officials, employees, agents, representatives, and volunteers from and against any and all claims, actions, demands, losses, judgments, or lawsuits, including reasonable attorney fees and expenses, that result or flow from, whether directly or indirectly, or are in connection with any act or omission by HOC and/or its employees, officials, agents, representatives, or contractors.

**Section 6. Insurance.** HOC shall maintain in effect during the term of this Extension, including any renewals, liability insurance written on a per occurrence basis in the amount of not less than \$1,000,000.00 for injury or harm to any individual, and with a \$2,000,000.00 annual aggregate. The policy providing this coverage shall name the City of Trotwood and its officials, employees, and volunteers as additional insureds. HOC shall maintain said insurance with a company licensed to do business in the State of Ohio and rated A or better by "Best's Insurance Guide." HOC shall deliver to City, upon request, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to City.

**Section 7. Assignment.** No part of this Extension shall be assigned or subcontracted by HOC, without the prior written permission of the Trotwood City Manager, which shall not be unreasonably withheld.

**Section 8. Choice of Law.** This Extension and any modifications, amendments, or alterations shall be governed, construed, and enforced under the laws of Ohio without giving effect to Ohio's conflict of law provisions. This Extension is deemed by the Parties to be executed in Trotwood, Ohio. All litigation shall be brought in a court of competent jurisdiction located in Montgomery County, Ohio.

**Section 9. Severability.** If any provision of this Extension is declared or determined to be unlawful, invalid, or unconstitutional, that declaration or determination shall not in any way affect the legality of the remaining provisions. The Parties agree each provision of this Extension shall be deemed to be separate and severable from every other provision.

**Section 10. Standards.** HOC agrees to conduct the Services it provides under this Extension and to operate its business and affairs in compliance with the provisions set forth in Exhibit "A," attached hereto and incorporated herein.

**Section 11. Incorporation.** This Extension fully incorporates all the terms and conditions of the prior Agreement between the parties.

**Section 12. Counterparts.** This Extension may be executed in counterparts, each of which shall be deemed an original, but all of such counterparts taken together will constitute one and the same Extension. Copies of duly executed counterparts shall have the same legal effect as an original. Facsimile signatures or signatures transmitted by email or other electronic means shall be sufficient to bind the Parties.

IN WITNESS WHEREOF, the City and HOC, by their duly authorized representatives, agree to the terms and conditions set forth in this Extension.

**CITY OF TROTWOOD**

BY: \_\_\_\_\_  
Quincy Pope, City Manager

DATE: \_\_\_\_\_

**CERTIFICATE OF FUNDS**

\_\_\_\_\_

**HOMEOWNERSHIP CENTER OF  
GREATER DAYTON**

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title of signatory

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Stephen M. McHugh, Law Director

## EXHIBIT A

### CDBG PROGRAM REQUIREMENTS

1. **PERFORMANCE AND REPORTING:**

- A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Trotwood Community Center, 4000 Lake Center, Drive, Trotwood, OH 45429. Notice by both Subrecipient and City shall be given by ordinary mail.
- B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.
- C. No later than fifteen (15) days following the expiration (or termination) of this Agreement, Subrecipient shall provide the City with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.
- D. The report shall, at minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served.

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

- A. Subrecipient shall promptly furnish the City or HUD with such statements, records, data and information as the City or HUD may reasonably request pertaining to this Agreement.
- B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the City, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.
- C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement for a period of five (5) years from the termination of this Agreement.

3. **ADMINISTRATIVE REQUIREMENTS:**

A. **Financial Management**

1. **Accounting Standards**

Subrecipient shall comply with 2 CFR Part 215 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 230 for all costs incurred whether charged on a direct or indirect basis. If Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 et seq., "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," apply.

B. Documentation and Record-Keeping

1. Records to be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and
- d. Financial records as required by 24 CFR Part 570.502, and 2 CFR, Part 200 et seq.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR Part 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.



2. Federal Standards

Subrecipient shall procure materials and utilize and dispose of property in accordance with the requirements of 2 CFR 200 et seq.

D. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

4. NON-DISCRIMINATION:

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. SECTION 504 COMPLIANCE:

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. EQUAL EMPLOYMENT OPPORTUNITY:

Subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with Chapter 4112 (Civil Rights Commission) of the Ohio Revised Code, and all applicable regulations of the U.S. Department of Housing and Urban Development pertaining to equal opportunity and affirmative action in employment. Further, Subrecipient shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

7. SECTION 3:

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135 et seq., and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to

low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section (b).

**8. WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

**9. ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the City in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Ohio.

**10. LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 USC 4822) and HUD regulations under (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

**11. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise here from.

B. No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency 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 agreement.

D. If any funds other than federal 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 agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

**12. CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.