I. AGENDA SCHEDULE

Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.
(Sign-up sheets at entrance of Commission Chambers.)

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager’s Recommendations (See Section II)
9. Citizen Comments on City Manager’s Recommendations
10. City Commission Action on City Manager’s Recommendations
11. Public Hearing: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission
   (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: N/A
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:
   (All contracts are valid until delivery is complete or through December 31st of the current year).

   AVIATION
   A1. Enterprise Roofing & Sheet Metal Company (roofing maintenance, repairs and related items as needed through 12/31/23) $30,000.00
1. (Cont’d):

**AVIATION**
A2. Kendall Electric, Inc. (electrical supplies and related items as needed through 12/31/22) $30,000.00

**PLANNING, NEIGHBORHOODS & DEVELOPMENT**
B1. Longs Lawn Care (commercial ground maintenance services as needed through 12/31/23) 175,800.00

**PUBLIC WORKS**
C1. Allied Builders, Inc. (fencing products, related items and services as needed through 12/31/22) 15,000.00
C2. Valley Asphalt Corp. (P0220307) (asphalt paving material and related items as needed through 12/31/22) 495,000.00

**WATER**
D1. Benedikt Enterprises, Inc. (pebble lime hauling as needed through 12/31/24) 290,000.00
D2. Phillips Companies (ready mixed, rapid set concrete and related materials as needed through 12/31/24) 60,000.00
D3. Valley Asphalt Corp. (P0220279) (asphalt paving material and related items as needed through 12/31/24) 480,000.00
-Depts. of Aviation, Planning, Neighborhoods and Development, Public Works and Water. Total: $1,575,800.00

2. Moonlight Security, Inc. – Service Agreement– to provide court security and transportation of defendants – The Municipal Court $365,910.00 (Thru 12/31/22)

3. The HomeOwnership Center of Greater Dayton, Inc. – Service Agreement - for a CDBG Subrecipient Agreement to administer the Down Payment Assistance Program – Department of Planning, Neighborhoods and Development $250,000.00 (Thru 12/31/23)

4. The HomeOwnership Center of Greater Dayton, Inc. – Service Agreement - for a CDBG Subrecipient Agreement to administer the Housing Counseling and Financial Wellness Program - Department of Planning, Neighborhoods and Development $80,000.00 (Thru 12/31/23)
C. Revenue to City:

5. Alcohol, Drug Addiction & Mental Health Services—Service Agreement
   - to provide funding for psychological services provided to probationers and
   a portion of salary/benefits for a Specialized Probation Officer assigned to
   Dayton Regional Mental Health Court – The Municipal Court $88,192.00
   (Thru 12/31/22)

VI. MISCELLANEOUS:

ORDINANCE NO. 31959-22

RESOLUTION NO. 6629-22

IMPROVEMENT RESOLUTION NO. 3599-22

INFORMAL RESOLUTION NO. 994-22
From: 2730 – PMB/Procurement
Supplier, Vendor, Company, Individual
Name: See Below
Address: See Below

2022 Purchase Orders

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See below</td>
<td>See below</td>
<td>See below</td>
</tr>
</tbody>
</table>

Includes Revenue to the City: ✔ No
Affirmative Action Program: ✔ Yes

Description

AVIATION

(A1) P0220343 – ENTERPRISE ROOFING & SHEET METAL COMPANY, DAYTON, OH
- Roofing maintenance, repairs and related items.
- These goods and services are required to maintain roofing for the Department of Aviation.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20015N with pricing through 3/31/2024.
- The Department of Aviation requests additional authority of $15,000.00 through 12/31/2023.
- Enterprise Roofing & Sheet Metal Company qualifies as a Dayton local entity.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
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<td>$15,000.00</td>
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</table>

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

Updated 06/2016
AVIATION (CONTINUED)

(A2) P0220296 – KENDALL ELECTRIC, INC., PORTAGE, MI

- Electrical supplies and related items as needed through 12/31/2022.
- These goods are required to maintain existing electrical equipment for Aviation.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20003N with pricing through 12/31/2023.
- The Department of Aviation requests additional authority of $15,000.00 through 12/31/2023.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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<th>Fund Amount(s)</th>
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PLANNING, NEIGHBORHOOD & DEVELOPMENT – ECONOMIC DEVELOPMENT

(B1) P0220342 – LONGS LAWN CARE, JEFFERSON TOWNSHIP, OH

- Commercial Ground Maintenance Services as needed through 12/31/2022.
- These services are required to maintain City-owned properties.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21014D with pricing through 3/31/2024.
- The Department of Planning, Neighborhood & Development requests additional authority of $87,900.00 through 12/31/2023.
- The Department of Planning, Neighborhood & Development recommends approval of this order.

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<tr>
<th>Fiscal Year</th>
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<th>Fund Amount(s)</th>
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</table>

PUBLIC WORKS – STREET MAINTENANCE

(C1) P0220333 – ALLIED BUILDERS, INC., DAYTON, OH

- Fencing products, related items, and services as needed through 12/31/2022.
- These goods and services are required to secure various City properties
- Fifteen (15) possible bidders were solicited and one (1) bid was received. This order establishes a price agreement per IFB No.22008D with firm pricing through 12/31/2022.
- Allied Builders, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends acceptance of lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</tbody>
</table>
PUBLIC WORKS – STREET MAINTENANCE (CONTINUED)

(C2) P0220307 – VALLEY ASPHALT CORPORATION, SPRINGFIELD, OH

- Asphalt paving material and related items as needed through 12/31/2022.
- These goods are required for repairs of street projects.
- Fourteen (14) possible bidders were solicited and five (5) bids were received. This order establishes a price agreement per IFB 22003D with firm pricing through 12/31/2024.
- The Department of Public Works requests additional authority of $330,000.00 through 12/31/2024.
- The Department of Public Works recommends acceptance of lowest and best bid. Multiple suppliers are recommended for award to ensure supplies availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<td>Highway Maintenance</td>
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<td>$10,000.00</td>
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WATER – WATER SUPPLY AND TREATMENT

(D1) P2200339 – BENEDICT ENTERPRISES, INC., MONROE, OH

- Pebble lime hauling as needed through 12/31/2022.
- These services are required for transit bulk quantities of lime between various municipalities around Ohio.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21013S with pricing through 3/31/2025.
- This amendment increases the originally authorized amount of $10,000.00 by $90,000.00 for a total not to exceed $100,000.00 and therefore requires City Commission approval.
- The Department of Water requests additional authority of $200,000.00 through 12/31/2024.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
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<td>Water Operating</td>
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</table>
WATER – WATER UTILITY FIELD OPERATIONS

(D2) P0220264 – PHILLIPS COMPANIES, BEAVERCREEK, OH
• Ready mixed, rapid set concrete and related materials as needed through 12/31/2022.
• These goods are required for repairs of streets for water and sewer lines projects.
• Fifteen (15) possible bidders were solicited and two (2) bids were received. This order establishes a price agreement per IFB 22007D with firm pricing through 12/31/2024.
• The Department of Water requests additional authority of $40,000.00 through 12/31/2024.
• The Department of Water recommends acceptance of lowest and best bid. Multiple suppliers are recommended for award to ensure supplies availability.

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<th>Fund Source(s)</th>
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<td>$20,000.00</td>
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(D3) P0220279 – VALLEY ASPHALT CORP., SPRINGFIELD, OH
• Asphalt paving material and related items as needed through 12/31/2022.
• These goods are required for repairs of streets for water and sewer lines projects.
• Fourteen (14) possible bidders were solicited and five (5) bids were received. This order establishes a price agreement per IFB 22003D with firm pricing through 12/31/2024.
• The Department of Water requests additional authority of $320,000.00 through 12/31/2024.
• The Department of Water recommends acceptance of lowest and best bid. Multiple suppliers are recommended for award to ensure supplies availability.

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<th>Fund Source(s)</th>
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<td>2022</td>
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<td>$32,000.00</td>
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<td>2024</td>
<td>Storm Water Operating</td>
<td>58000-3445-1301-54</td>
<td>$8,000.00</td>
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</table>

The aforementioned departments recommend approval of this order.
City Manager’s Report

From 2510 - Municipal Court
Supplier, Vendor, Company, Individual
Name Moonlight Security, Inc.
Address 4977 Northcutt Place
Dayton, Ohio 45414

Date January 12, 2022
Expense Type Service Agreement
Total Amount $365,910.00 thru 12/31/22

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-2510-1159-74 $365,910.00

Includes Revenue to the City Yes No
Affirmative Action Program Yes No N/A

Description

Service Agreement

The Dayton Municipal Court requests permission to enter into a Service Agreement with Moonlight Security, Inc. in the amount of $365,910.00. This Agreement provides court security and transportation of defendants.

Since January of 2011, the Court has utilized Moonlight Security, Inc. for these services. The amount for this upcoming year’s contract accounts for an increase in the hourly pay rate for the security officers.

The Agreement will begin upon execution and continue through December 31, 2022.

The Department of Law has reviewed and approved this Agreement as to form and correctness. The Funding Source is General Fund Committed.

A Certificate of Funds and a copy of the Service Agreement are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016

Division
Ann Marie Manam

Department
C. LaShea Lofftor 1-6-2022

City Manager
FORM NO. MS-16
**CERTIFICATE OF FUNDS**

**SECTION I - to be completed by User Department**

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>_______ Renewal Contract</th>
<th>_______ Change Order</th>
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<tr>
<th>Contract Start Date</th>
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<tr>
<td>Original Commission Approval</td>
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<td>X Initial City Manager’s Report</td>
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<td>Initial Encumbrance</td>
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<td>X Initial Certificate of Funds</td>
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<td>Remaining Commission Approval</td>
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<td>XXXX</td>
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</table>

**Attach additional pages for more FOAPALs**

**Vendor Name:** Moonlight Security, Inc.

**Vendor Address:**

<table>
<thead>
<tr>
<th>4977 Northcutt Place</th>
<th>Dayton</th>
<th>OH</th>
<th>45414</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street</td>
<td>City</td>
<td>State</td>
<td>Zipcode + 4</td>
</tr>
</tbody>
</table>

**Federal ID:** 31-1450776

**Commodity Code:** 96480

**Purpose:** Provide court security and transporting defendants for the Dayton Municipal Court for calendar year 2022.

**Contact Person:** Ann Marie Murray

**Municipal Court/Court Administration:**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>30-Dec-21</th>
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</thead>
<tbody>
<tr>
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</table>

**SECTION II - to be completed by the Finance Department**

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

**Finance Director Signature**

<table>
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**CF Prepared by**

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**CF/CT Number**

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<tbody>
<tr>
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</table>
Security Agreement

From

Moonlight Security

4977 Northcutt Pl
Dayton, OH 45414
(937) 252-1600
calvins@moonlightsecurityinc.com

For

City of Dayton, Ohio
301 W. Third Street Room 365
Dayton, OH 45402
Service Agreement

FOR

MOONLIGHT SECURITY INC.

This Agreement is made and entered on January __ 2022 between MOONLIGHT SECURITY INC., 4977 Northcutt Pl, Dayton, Ohio 45414, (hereinafter referred to as MSI) and the City of Dayton, Ohio (hereinafter referred to as the Client). MSI will provide court security services for the Dayton Municipal Court. In consideration of the mutual promises brought together by MSI and the Client contained herein, the Parties hereto agree to the following:

ARTICLE ONE: INDEPENDENT CONTRACTOR SERVICES

The Client hereby engages MSI to serve as an independent contractor to provide court security services. MSI agrees to perform the services and furnish all labor, supplies, equipment, and materials as agreed upon by the Client. MSI shall conduct the services in accordance with Articles Two and Four. The term “service” as used herein means the performance of all duties, services, and the provision of all labor, supplies, equipment, and materials as required in Articles Two and Four.

By executing this Agreement for professional services, MSI acknowledges and agrees that it will be providing services to the Client as an “independent contractor.” As an independent contractor for the Client, MSI shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. MSI shall have no authority to assume or create any obligation on behalf of or in the name of the Client, without the express prior written approval of a duly authorized representative of the Client.

MSI, its employees and any persons retained or hired by MSI to perform the duties and responsibilities under this Agreement are not Client employees and such persons shall not be entitled to nor may they make a claim for any of the emoluments of employment with the Client or the Dayton Municipal Court. Further, MSI shall be responsible to withhold and pay, or cause such agents, contractors, and sub-contractors to withhold and pay, all applicable local, state, and federal taxes.

MSI acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

ARTICLE TWO: SCOPE OF SERVICES

MSI shall provide seven (7) unarmed officers and one (1) unarmed officer/supervisor for security services. Officers shall be provided for hours of operation Monday – Friday, Sundays, and some holidays. MSI shall not have less than six (6) officers working Monday – Friday. MSI shall have at least (3) three additional MSI personnel trained and able to cover court services in the absence of the regularly assigned personnel. MSI shall have the right to select MSI personnel assigned to Court security; however, the Client reserves the right to reject or remove MSI personnel whom the Client has determined in good faith to have engaged in improper conduct, to be unqualified, or to otherwise pose a hazard or threat.

The duties of MSI security personnel assigned to court services are stated in detail in ATTACHMENT ONE-SCOPE OF DUTIES, which is attached hereto and incorporated herein. Services shall be rendered in a professional manner consistent with quality security services, and in a manner that is courteous and polite to the public to the extent possible under the circumstances. All services shall be rendered so as to comply with applicable laws, rules, and regulations, including without limitation any rules, guidelines, and orders promulgated by the Judiciary of the Dayton Municipal Court or its designee.
MSI personnel assigned to court security shall cooperate with Dayton Municipal Court personnel that have authority to act on behalf of the Judiciary. Such cooperation shall include filing reports of incidents, completing incident reports, attending meetings, and following operational instructions regarding the method or means for performing the duties assigned.

All MSI personnel assigned to the Dayton Municipal Court shall exercise sensible judgment, be of good moral character, and be competent, qualified, and properly trained and have the physical agility to perform all duties or tasks associated with the Services in a manner consistent with the highest practices and standards for court security. Prior to assigning MSI personnel to the Dayton Municipal Court, MSI shall perform a thorough background investigation. No one shall be assigned if any information disclosed in such background investigation reveals a criminal conviction or otherwise indicates that such person, in any way, might not perform the Services in accordance with the standards applicable under this Agreement. After assignment to the Dayton Municipal Court, MSI shall conduct subsequent reinvestigations to ensure continued compliance with the standards for service. MSI also shall subject all personnel performing Services under this Agreement to be tested for drugs or other illegal substances prior to their being assigned to the Dayton Municipal Court and shall conduct appropriate drug testing periodically throughout their assignment with the Dayton Municipal Court.

All personnel, assigned to the Dayton Municipal Court, shall comply with the same MSI COVID 19 Policy for well-defined work sites as stated in ATTACHMENT TWO-MOONLIGHT SECURITY INC. COVID-19 POLICY FOR CITY OF DAYTON CONTRACTS, attached hereto and incorporated herein. This includes providing the Dayton Municipal Court with Moonlight Security Guards who are fully vaccinated and requiring testing when a vaccinated MSI employee cannot be provided.

During the term of this Agreement, the management/owner of MSI also agrees to make periodic announced and unannounced visits to the Dayton Municipal Court to ensure that MSI personnel are in compliance with all requirements relative to the Services of the Agreement and the duties of the court security officers. The management/owner of MSI shall attend at least one (1) management meeting, per quarter, with the Dayton Municipal Court to discuss the performance under this Agreement.

MSI contact person shall be Calvin Scharrer, Title: VP of Operations

MSI contact person shall be John D. Pawelski, Title: President

ARTICLE THREE: UNIFORMS

MSI security personnel will wear a uniform and safety equipment provided by MSI. All MSI security personnel are required to wear a black shirt and pants, with name tag and company insignia. In the event that MSI security personnel is not dressed in the authorized uniform, notification from the Client to MSI is requested. The matter will be corrected, to the Client’s satisfaction, immediately and (if necessary) a replacement will be assigned to Client.

ARTICLE FOUR: EQUIPMENT, MATERIALS, SUPPLIES, AND TRAINING

MSI shall furnish at no expense to the Client, the uniforms, handcuffs, equipment, supplies, training, and other materials used by MSI personnel assigned to Court security. MSI will provide equipment and supplies needed for their employees to perform the duties and functions requested by the Client. Equipment and supplies provided will include, but not be limited to a uniform, badge, handcuffs, paperwork, OC pepper spray, handheld baton, name tag, state issued security ID card, and training.

MSI personnel shall not be armed with firearms or other lethal weapons while performing the court security services.
Client may require specific training offered by the Ohio Supreme Court and/or Ohio Peace Officer
Training Academy (OPOTA) to MSI personnel assigned to court security. The Client, upon its discretion, may
elect to pay for the cost of the training. However, unless otherwise stated in advance of the training, MSI is
responsible for any travel, lodging, or other costs or expenses incurred by its personnel in connection with the
performance of Services under this Agreement, and in no event, shall the Client be obligated to reimburse MSI
for any such costs or expenses. Training required by Client must be paid for by Client. Transportation and Hotel
will be arranged and paid for by MSI. Time spent on training goes to the hours of service.

ARTICLE FIVE: SCHEDULED PAYMENTS

The Client agrees to pay MSI in exchange for Services a sum of Three Hundred Sixty-Five Thousand Nine
Hundred Ten Dollars ($365,910.00), to be paid in twelve (12) monthly payments, for the TERM of one year from
the date of this Agreement. The above-mentioned sum is based on MSI providing a total of 16,185 hours for the
year. The 16,185 hours will be based on the following:

One Unarmed Supervisor
1968 hours for one unarmed supervisor from 7:00 am- 4:00 pm, Monday – Friday, 9 hours per day with 8
hours paid and 1 hour unpaid lunch per day. 40 hours paid per week for 52 weeks a year, excluding 14 court
holidays, for a total of 1968 hours of service per year times $27.00 per hour = $53,136.00 per year. The
unarmed supervisor shall be paid at least $20.00 per hour worked.

Seven Unarmed Officers
14,217 hours for seven unarmed officers assigned to various schedules and hours on Monday – Fridays,
Sundays, and some holidays. At least 6 of the 7 unarmed officers shall be assigned to cover court operations
from 7:00 am- 4:30 pm, Monday – Friday. MSI shall render said services at such times, at such locations, and
in such a manner as the Client and MSI shall mutually agree. In order to ensure that the Court operates in a
timely and efficient manner, the weekly work hours will be based upon the needs of the Court and are subject to
change at the Client’s request. 14,217 hours times $22.00 per hour = $312,774.00. The unarmed officers shall
be paid at least $16.00 per hour worked.

Total Contract of $365,910.00.

Please list the person(s) authorized to make changes to the schedule.

1. Christopher D. Roberts Title: Dayton Municipal Court Judge
2. Ann Marie Murray Title: Dayton Municipal Court Administrator

In the event MSI exceeds the 16,185 hours for the year, they will consider this a loss and not bill the Client (City of
Dayton) for the excess hours. If MSI does not utilize the 16,185 hours for the year, the Client (City of Dayton) will
not be billed for the unused hours.

MSI agrees to submit invoices based on actual hours worked. Invoices shall be submitted for the entire month and
shall be submitted no later than the 5th day after the month being billed. The Invoice shall include the hours billed,
the balance of hours remaining in the Agreement, and the amount due for the month being billed. Payment terms
have been decided on as a 30-day net for each such invoice. A 1.75% charge per month for invoices not paid within
the payment term will be charged.

ARTICLE SIX: TERM

This Agreement is valid for a term of one year from the date it is signed by both MSI and Client or when the work
has started, whichever comes first. If MSI and Client (City of Dayton) have not finalized negotiations on a new
Agreement by December 31, 2022, the terms of this Agreement will stand until a new Agreement is in effect and signed by MSI and Client. Either party may end the negotiations with a New Agreement, 10-day written notice, mailed to the other party. Actual dates of service will start when agreed upon by MSI and Client and shall terminate upon Client’s request according to Article Nine.

ARTICLE SEVEN: GOVERNING LAW

This Agreement and any modifications, alterations, and/or amendments shall be governed and enforced under the laws of the State of Ohio.

ARTICLE EIGHT: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties for security services provided at the Dayton Municipal Court. There are no promises, terms, conditions, or obligations other than those herein. This Agreement shall supersede all previous communications, representations, or agreements, either written or oral, between the parties for security service provided at the Dayton Municipal Court. This Agreement can only be modified if MSI and the Client mutually agree, and at such time a supplement will be attached and dated as needed.

ARTICLE NINE: TERMINATION

Either party, only upon a 90-day notice, in writing, may terminate this Agreement. However, the Client may terminate this Agreement effective immediately upon written notice to MSI if MSI materially breaches this Agreement and such breach is incapable of cure, or with respect to a material breach capable of cure, MSI does not cure such breach within five (5) days after receipt of written notice of such breach.

The failure to provide seven (7) unarmed officers and one (1) officer/supervisor for three consecutive days will be considered a material breach. The failure to provide less than six (6) unarmed officers will be considered a material breach.

The Terms and Conditions in Articles Fifteen and Nine shall survive the expiration or termination of this Agreement.

ARTICLE TEN: COMPLIANCE

MSI agrees to comply with all applicable federal, state, and local laws in the conduct of Services hereunder. MSI accepts full responsibility for payment of all insurance premiums, unemployment compensation, worker’s compensation, prevailing wages if applicable, and any and all other taxes or payroll deductions required for MSI and all employees engaged by MSI for the performance of Services authorized by this Agreement.

Prior to commencing the Services, MSI shall furnish to the Client copies of all licenses, permits, and approvals required by federal, state, or local governmental authorities for the performance of the Services by MSI. MSI shall maintain all such licenses, permits, or approvals in full force and effect during the Term of this Agreement.

ARTICLE ELEVEN: NON-DISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY
MSI shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, or selection or training, including apprenticeship. MSI does not participate in any discrimination or segregation against any said individuals, and employees are not permitted to do so within the company. MSI expects the same behavior from all said Clients and their employees.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio constitutes a material condition of this Agreement as fully and as if specifically rewritten herein, and that failure of MSI to comply therewith shall constitute a breach of this Agreement entitling the Client, at its option, to terminate this Agreement.

ARTICLE TWELVE: INSURANCE

MSI is licensed and insured as required by the State of Ohio. During the term of this Agreement, MSI shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an “A” rating or better by A.M. Best:

1. General liability insurance having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
2. Automobile liability insurance having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
3. Employers’ liability insurance having a limit of $500,000 for each occurrence.

Current certificates of insurance for all policies and concurrent policies required to be maintained by MSI, pursuant to this Article, shall be furnished to the Client. All such insurance policies, excluding Professional Liability Insurance, shall name the Client and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of MSI’s legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the Client in the event of cancellation or diminution of coverage. In the event of a claim, MSI shall make copies of applicable insurance policies available for review by the Client. MSI, however, shall retain its right to restrict disclosure of MSI’s proprietary information contained in such policies.

MSI also shall maintain Workers’ Compensation Insurance in such amounts as required by law for all employees and shall furnish the Client with evidence of same.

ARTICLE THIRTEEN: DISCIPLINE AND PERFORMANCE

Unless otherwise provided in this Agreement, MSI shall provide and pay all labor, materials, equipment, supplies, and training necessary for proper execution and completion of Services. MSI shall enforce strict discipline and good order among employees, sub-contractors, and other persons carrying out this Agreement. MSI shall perform all Services in a professional, effective, and reasonable manner, and all Services shall be of expected quality set forth in this Agreement.

In hiring, retaining, compensating, or disciplining MSI personnel assigned to court security, MSI shall conform with all laws, rules, regulations, or other legal requirements relative to employment that are imposed by any applicable federal, state, or local laws.

ARTICLE FOURTEEN: AGREEMENT CHANGES
MSI realizes that unforeseen circumstances may arise that may cause a need to change this Agreement. No amendment shall be valid or binding upon the parties unless it is reduced to writing, executed by a duly authorized representative for each party, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

ARTICLE FIFTEEN: ASSIGNMENT AND THIRD-PARTY RIGHTS

MSI shall not assign any rights or duties under this Agreement without the prior written consent of the Client. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent MSI from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and MSI.

ARTICLE SIXTEEN: LIABILITY AND INDEMNIFICATION

MSI shall indemnify and defend the Client, the Dayton Municipal Court, and their elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorney fees) of whatever kind and nature, to the extent proximately resulting from the tortious misconduct of or breach of this Agreement by MSI and its agents, employees, contractors, sub-contractors, and representatives in undertaking and performing the Services.

Notwithstanding anything herein to the contrary, neither party hereto will be liable to the other for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the other party or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy. MSI’s cumulative liability hereunder, whether in contract, tort, or otherwise, will in no event exceed an amount equal to 3 times the aggregate consideration paid by the Client to MSI for the portion of the services that gave rise to the liability.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE SEVENTEEN: POLITICAL CONTRIBUTIONS

MSI hereby certifies that it complies with Ohio Revised Code §3517.13 regarding political contributions.

ARTICLE EIGHTEEN: WAIVER

A waiver by the Client or MSI of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party’s rights with respect to any other or further breach.
ARTICLE NINETEEN: SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

ARTICLE TWENTY: SIGNATURES OF AGREEMENT

SIGNATURES HEREON SHALL ACT AS AN AGREEMENT BETWEEN BOTH PARTIES FOR ALL RIGHTS, DUTIES, AND OBLIGATIONS INCURRED BY WAY OF THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties, each by a duly authorized representative, enter into this Agreement as of the date first set forth above.

THE CITY OF DAYTON, OHIO

__________________________
City Manager

MOONLIGHT SECURITY, INC.

__________________________
John D. Pawelski, President

APPROVED AS TO FORM AND CORRECTNESS:

12/27/2021

X John Musto for

City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:

__________________________ , 202_

Min./Bk. _____ Page: _______

__________________________
Clerk of the Commission
ATTACHMENT ONE: SCOPE OF DUTIES

Court Security is responsible for ensuring the safety and protection of all persons and property within the Dayton Municipal Court; preserving peace and control in the courtrooms; maintaining physical custody and control of inmates within the courtroom, holding cells, and other court facilities; maintaining complete and precise documentation of issues involving security; and making timely delivery of charging documents to the proper agencies.

The Scope of Duties include, but are not limited to:

1. Provide security to the Dayton Municipal Court in all areas of the building utilized by the court. This would include courtrooms, holding cells, offices, lobbies, hallways, and stairwells.
2. Compile a listing, each day court is in session, of incarcerated individuals that are to be seen by the court.
3. Monitor court activities by video camera.
4. Transport prisoners between Montgomery County Jail (or any facility designated by the court) and Dayton Municipal Court.
5. Escort prisoners to/from holding cells and courtrooms.
6. Conduct regular welfare checks of prisoners while they are in the custody of the court.
7. Monitor interaction between prisoners and their attorneys.
8. Transport and book into jail defendants who are sentenced directly from court.
9. Facilitate the flow of paperwork between the court, the Dayton Police Department, the Dayton Prosecutor’s Office, and the Clerk of Courts Office.
10. Monitor security cameras and prepare court dockets.
11. Observe and report activities and incidents at assigned courtrooms and other locations.
12. Preserve order and act to enforce rules and directives of the Judiciary, or its designee, pertaining to the premises, the general public, and inmates.
13. Ability to use computers.
14. Ability to follow established procedures and policies.
15. Work independently or as part of a team to resolve urgent issues and provide clear and concise information while working under minimum supervision.
16. Respond to alarms and/or detect emergency situations.
17. Assist the Court Bailiffs with ensuring the safe and secure conduct of judicial proceedings by transporting and safeguarding inmates.
18. Provide direct supervision of inmates during the judicial proceedings. Complete all daily logs, incident reports, and any other paperwork that is required.
19. Work cooperatively with Court and Clerk Personnel.
20. Attend meetings as requested.
ATTACHMENT TWO: MOONLIGHT SECURITY INC. COVID-19
POLICY FOR SECURITY SERVICE PROVIDED AT THE
DAYTON MUNICIPAL COURT.

Moonlight Security, Inc. COVID 19 Policy for Security Services Provided at the
Dayton Municipal Court

Moonlight Security, Inc. is committed to providing a safe and healthy workplace for all our
employees/clients. Moonlight Security, Inc. has developed the following COVID-19 plan in
alignment with the City of Dayton, which includes policies and procedures to minimize the risk of
transmission of COVID-19, in accordance with OSHA’s COVID-19 Emergency Temporary
Standard (ETS).

Moonlight Security, Inc. personnel that provide services through this Agreement at the Dayton
Municipal Court must be fully vaccinated and Moonlight Security, Inc. must provide proof of full
vaccination to the Dayton Municipal Court Administrator for each individual that provides such
services before the individual begins his or her first shift under this Agreement.
From: 2390 - Planning, Neighborhoods & Development

Supplier, Vendor, Company, Individual

Name: The HomeOwnership Center of Greater Dayton, Inc.

Address: 130 W. Second Street, Suite 1420
Dayton, Ohio 45402

Date: January 12, 2022

Expense Type: Service Agreement

Total Amount: $250,000.00 (thru 12/31/2023)

Fund Source(s): Community Development Block Grant (CDBG)
Fund Code(s): 26302-2390-1159-31-PL2104
Fund Amount(s): $250,000.00

Includes Revenue to the City: Yes

Affirmative Action Program: Yes

Description:

COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
THE HOMEOWNERSHIP CENTER OF GREATER DAYTON, INC.

The Department of Planning, Neighborhoods and Development requests approval to enter into an Agreement with The HomeOwnership Center of Greater Dayton, Inc. in the amount of $250,000.00, to administer the Down Payment Assistance Program. These funds will provide down payment assistance for LMI residents, specifically in West Dayton, the North Main Street Corridor, and the surrounding area, and will result in 26 home purchases and homebuyer education for LMI borrowers.

This agreement shall commence upon execution by the City and it shall expire December 31, 2023.

This agreement is funded with 2017 and 2019 Community Development Block Grant (CDBG) funding.

This agreement has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
"Updated 2021 CM Report- HOCGD Downpayment Assistance"

History

Document created by Ashley Hatton (ashley.hatton@daytonohio.gov)  
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2021-12-28 - 2:50:37 PM GMT

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2021-12-28 - 3:01:42 PM GMT - IP address: 198.30.33.2

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Signature Date: 2021-12-28 - 4:22:05 PM GMT - Time Source: server - IP address: 198.30.33.2

Agreement completed.  
2021-12-28 - 4:22:05 PM GMT
CERTIFICATE OF FUNDS  

SECTION I - to be completed by User Department

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| Amount: | $ 250,000.00 |
| Fund Code: | 26302 2390 1159 31-PL2104 XXXX |
| Fund | Org | Acct | Prog | Act | Loc |
| Amount: | |
| Fund Code: | XXXX - XXXX - XXXX - XX - XXXX - XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: The HomeOwnership Center of Greater Dayton, Inc.
Vendor Address: 130 W. Second Street, Suite 1420 Dayton OH 45402
Federal ID: 364500925
Commodity Code: 96199
Purpose: The HomeOwnership Center of Greater Dayton will provide down payment assistance for LMI residents, specifically in West Dayton, the North Main Street Corridor, and the surrounding area. This will result in home purchases and homebuyer education for 26 LMI borrowers.
Contact Person: Ashley Hatton X3696
Planning, Neighborhoods & Development Department 12/28/2021
Originating Department Director’s Signature: [Signature]

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature: [Signature] Date: 1/3/22
CF Prepared by: [Signature] Date: 1/3/22

Finance Department
October 18, 2011
"Updated Copy of 2021 CDBG HOCGD Down Payment Assistance" History

Document created by Ashley Hatton (ashley.hatton@daytonohio.gov)
2021-12-28 - 2:51:21 PM GMT- IP address: 198.30.33.2

Document emailed to Steven Gondol (steven.gondol@daytonohio.gov) for signature
2021-12-28 - 2:51:38 PM GMT

Email viewed by Steven Gondol (steven.gondol@daytonohio.gov)
2021-12-28 - 2:54:20 PM GMT- IP address: 198.30.33.2

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Signature Date: 2021-12-28 - 4:21:08 PM GMT - Time Source: server- IP address: 198.30.33.2

Agreement completed.
2021-12-28 - 4:21:08 PM GMT

Adobe Sign
CDBG SUBRECIPIENT AGREEMENT
THE HOMEOWNERSHIP CENTER OF GREATER DAYTON
DOWN PAYMENT ASSISTANCE
CFDA 14.218

THIS AGREEMENT, entered into this ___ day of ____________, 2021, is between the CITY OF DAYTON OHIO, a municipal corporation in and of the State of Ohio, hereinafter referred to as “City,” and THE HOMEOWNERSHIP CENTER OF GREATER DAYTON, a not-for-profit corporation organized under the laws of the State of Ohio, hereinafter called “Subrecipient.”

WITNESSETH, THAT:

WHEREAS, the City is a grantee of funds from the United States Department of Housing and Urban Development, hereinafter referred to as “HUD,” under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, responsible for the development, implementation, administration, and evaluation of HUD’s Community Development Block Grant, hereinafter referred to as “CDBG,” Program in Dayton; and,

WHEREAS, the City has delegated to the Subrecipient the responsibility of rendering down payment assistance through the provisions of the CDBG program; and,

WHEREAS, the program set forth herein will meet one of the CDBG program’s national objectives, as defined in 24 Code of Federal Regulations (“CFR”), Part 570.208, which include: to benefit low/moderate income persons; to aid in the prevention or elimination of slum and blight; and to meet community development needs having a particular urgency; and,

WHEREAS, the parties desire to enter into this Agreement to assist the Subrecipient with operating funds to assist with down payment assistance for low- to moderate-income households; and,

WHEREAS, the Subrecipient possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as a CDBG grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described as “Down Payment Assistance” under the CDBG program in the 2017 and 2019 Action Plans for the City of Dayton and Dayton-Kettering HOME Consortium, Grant Numbers B-17-MC-39-0010 and B-19-MC-39-0010; and

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and Subrecipient agree as follows:

ARTICLE 1. DEFINITIONS

A. “Program Funds” shall mean any funds disbursed to the Subrecipient by the City from the CDBG Program under this agreement.
B. “Program Income” is income received by the Subrecipient directly generated from the use of CDBG funds.
C. “CDBG Program Funds” shall mean funding received by the City from HUD under the City of Dayton’s CDBG Program.
D. “Contract Period” shall mean the effective date of this agreement and time given for performance.
E. “Project Activity” shall mean the activity therein described in Exhibit A of this Agreement.
F. “Moderate, Low, and Very Low Income” shall mean 80% or less, 50% or less, and 30% or less – respectively – of the area median income as defined by HUD for the current Agreement period.
respectively – of the area median income as defined by HUD for the current Agreement period.

ARTICLE 2. PURPOSE

The purpose of this Agreement is to provide funding for project activities approved by the City under the CDBG Program for Program Years 2017 and 2019 as described in Exhibit A – Scope of Services. Project accomplishments will be reported in the 2021 and 2022 Consolidated Annual Performance Evaluation Reports (CAPEEs). Project activities, tasks, and budget are included in Exhibits B – Program Budget, C – CDBG Program Monitoring Schedule, D – Monthly and Cumulative Reports, and E – CDBG Sample Timesheet and Activity Log.

All activities authorized by this Agreement will be performed in accordance with Exhibit A – Scope of Services, the budget set forth in Exhibit B – Program Budget, the monitoring scheduling set forth in Exhibit C – CDBG Program Monitoring Schedule, and the conditions, assurances, and requirements set forth in the HUD CDBG Program regulations as detailed in Exhibit A. Subrecipient further agrees that it will notify the City prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and its appendices and/or with the conditions, assurances, and requirements of the HUD CDBG Program and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the City.

ARTICLE 3. SCOPE OF SERVICES

Subrecipient shall provide the work and services, in a manner satisfactory to the City consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use CDBG funds made available to the Down Payment Assistance Program for the purpose fully described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion of light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate on December 31, 2023.

ARTICLE 5. GRANT OF FUNDS AND PAYMENT

The City shall make available to Subrecipient the City’s 2017 and 2019 CDBG funds, in the amount of TWO HUNDRED FIFTY-THOUSAND DOLLARS AND ZERO CENTS ($250,000.00) for the work and services to be provided by Subrecipient for the Program, pursuant to this Agreement. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B – Program Budget, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budget specified in Exhibit B and in accordance with performance. Any indirect costs charged must be consistent with the conditions of Article 8 (C) (2) - of this Agreement. Any amendments to the budget must be approved in writing by both the City and Subrecipient.

Expenditures between execution of this Agreement and December 31, 2023, are eligible for reimbursement. Payments may be contingent upon certification of Subrecipient’s financial management system in accordance with the standards specified in 2 CFR Part 200, Subparts D & E.

ARTICLE 6. GENERAL CONDITIONS
A. **Compliance**

1. Subrecipient agrees that the HUD regulations set forth in 24 CFR Part 570 and 2 CFR Part 200 are applicable to the grant funds it receives pursuant to this Agreement.

2. Subrecipient agrees that the work and services authorized by this Agreement shall be performed in accordance with any and all applicable local, state, and federal regulations, directives, or guidelines.

3. Subrecipient agrees to prohibit the use of federal funds for lobbying in compliance with the following:

   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

   (b) 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, grant, loan or cooperative agreement, Subrecipient shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. Subrecipient shall include the requirements of this Subsection A in award documents for all sub-awards at all times (including sub-contracts, subgrants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. **“Independent Contractor”**

By executing this Agreement, Subrecipient acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Subrecipient shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this provision. Subrecipient shall have no authority to assume or create any obligations on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Consultant, its employees and any person retained or hired by Consultant to perform duties and responsibilities under this Agreement are not the City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all applicable local, state and federal taxes. Consultant further acknowledges and agrees that none of his employees are public employee for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

C. **Indemnification**

Subrecipient agrees to defend, indemnify and hold harmless the City, its elected officials,
officers, employees and agents from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Subrecipient or its employees, agents, Subrecipient(s), subcontractor(s), and representatives. Further, in the event that Subrecipient violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, Subrecipient shall assume full and complete responsibility for said violation(s), including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, and employees.

D. **Workers’ Compensation**
Subrecipient shall provide Workers’ Compensation Insurance Coverage for all its employees’ invoices in the performance of this Agreement.

E. **Insurance and Bonding**
Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to at least **TWO HUNDRED FIFTY-THOUSAND DOLLARS AND ZERO CENTS ($250,000.00)**. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. **Grantor Recognition**
Subrecipient shall ensure recognition of the grantors, the City and the CDBG program, in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to these funding sources. In addition, Subrecipient will include a reference to the grantors in all publications made possible with funds furnished under this Agreement.

G. **Amendments**
The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by City’s Director of the Department of Planning, Neighborhoods, and Development or designee, and, if applicable or required, approved by the City Manager and the Commission of the City of Dayton. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

H. **Suspension or Termination**
In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to,) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement;

4. Submission by Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. **Political Contributions**

Subrecipient affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.

**ARTICLE 7.  CONTACTS**

All communications or notices required or permitted under this Agreement, including invoices for payment, shall be sufficient if sent to the City or Subrecipient by regular U. S. Mail, postage pre-paid, and addressed as follows:

**To City:**
City of Dayton, Ohio  
Department of Planning, Neighborhoods & Development  
101 West Third Street  
Dayton, Ohio 45402  
Attn: Ashley Hatton  
(937) 333-3696  
Ashley.Hatton@daytonohio.gov

**To Subrecipient:**
HomeOwnership Center of Greater Dayton, Inc.  
130 W. Second Street, Suite 1420  
Dayton, Ohio 45402  
Attn: Julie Deacon  
(937) 425-0344  
jdeacon@hoegd.org

Nothing contained in this subsection shall be construed to restrict the transmission of routine communications between representatives of the City and Subrecipient.

**ARTICLE 8.  ADMINISTRATIVE REQUIREMENTS**

A. **Financial Management**

1. **Accounting Standards**
Subrecipient agrees to comply with 2 CFR Part 200 Subparts, D and E, as applicable, 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 Part 200 Subparts, D and E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. **Financial Records**
   
a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.

   b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. **Documentation and Record Keeping**

1. **Records to be Maintained**
Subrecipient shall maintain all records required by the federal regulations specified in 2 CFR Part 200 and 24 CFR 570.506, which are pertinent to the services and activities to be funded under this Agreement. Such records shall include, but not be limited to:

   a. Records providing a full description of each activity undertaken;

   b. Records providing a full description and reporting of all accomplishments by The HomeOwnership Center of Greater Dayton between execution of this agreement and December 31, 2023, regardless of program.

   c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

   d. Records required to determine the eligibility of activities;

   e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

   f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

   g. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and

   h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. **Client Data**
Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, race and ethnicity, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

3. **Retention of Records and Documentation**
Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City’s Annual Performance and Evaluation Report to HUD in which the activities assisted under the Agreement are reported on for the final time.

Within thirty (30) days of the expiration or conclusion of the Agreement, the Subrecipient shall provide the City with full and complete copies of all program files and records associated with the Agreement. Additionally, copies of all files and records pertaining to federal funding contracted through the City shall be provided to the City should the Subrecipient cease operations.

Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4. **Disclosure**
Subrecipient understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or Subrecipient's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

5. **Close-Outs**
Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG funds, including Program Income.

6. **Audits, Monitoring, and Evaluation**
All Subrecipient records with respect to any matters covered by this Agreement shall be made available to City or the Federal Government, or their designees or agents, at any time during normal business hours, as often as City or Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data and records. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after notice thereof. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual audit
conducted in accordance with current City policy concerning subrecipient audits. Subrecipient shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

Subrecipient shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. Subrecipient shall provide to City such statements, records, reports, and other information as City may request at the time of scheduled monitoring visits and in such format and detail, as City shall specify.

7. Property Records
Subrecipient shall maintain, as may be applicable, real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 560.503 (b) (8) and 2 CFR Part 200, as applicable.

C. Reporting Procedures

1. Program Income
Subrecipient shall report no less than quarterly all “Program Income,” as defined at 24 CFR Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on-hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. Indirect Costs
If indirect costs are charged, subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative cost in accordance with 2 CFR Part 200 and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures
The City will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and Program Income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of Subrecipient.

4. Progress Reports
Subrecipient shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A – Scope of Services.

D. Procurement
1. **Compliance**
Subrecipient shall comply with current City policies concerning the purchase of equipment, goods, services, and shall maintain inventory records of all non-expendable personal property, as defined by such City policies as may be procured with the CDBG funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart D, Procurement, and shall subsequently follow Property Management Standards as modified by 2 CFR 200, Subpart D, covering utilization and disposal of property.

2. **OMB Standards**
Unless specified otherwise within this Agreement, Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. **Travel**
Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets**
The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, and 570.505, as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 2 CFR 200.310-200.316 until five (5) years after expiration of this Agreement. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.
A. Civil Rights

1. Compliance
Subrecipient agrees to comply with all local and state civil rights statues, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination
Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a material condition of this Agreement as fully as if specifically rewritten herein and that failure of Subrecipient to comply therewith shall constitute a breach of this Agreement entitled City, at its option, to terminate this Agreement.

3. Land Covenants
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504
Subrecipient shall comply with any federal regulations or orders issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the disabled in any federally assisted program. The City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action
1. **Approved Plan**
Subrecipient agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program keeping with the principles provided in the President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Subrecipient must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. **Women and Minority-Owned Businesses**
Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**
Subrecipient shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **Notifications**
Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. **Subcontract Provisions**
Subrecipient will include the provisions of this Paragraph's Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. **Employment Restrictions**

1. **Prohibited Activity**
Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or inherently religious activities, lobbying, political patronage, or nepotism activities.

2. Labor Standards
Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

3. “Section 3” Clause

a. Compliance
Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, Subrecipient and any of Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, Subrecipient and any of Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient agrees to comply with the “Section 3” requirements set forth above, and shall include the following language in all subcontracts executed for the program:

“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.

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.

The contractor agrees to send to each labor organization or representative
or 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.

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.

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.

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.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(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 7(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 are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b)."

b. **HUD Section 3 Participation Goals**

Developer agrees that the aspiration sub-contracting goals for certified HUD Section 3 certified business sub-contracting and hiring goals will be:

Employment: Thirty percent (30%) of the aggregate number of new hires during a one-year period of the project. (Example: A construction contractor hires 10 new workers. Three of the new workers should be Section 3 eligible persons.)
Contracting: (a) At least 10 percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, construction, and other public construction with federal funds; and (b) At least three percent (3%) of the total dollar amount of all other, including professional services, covered Section 3 contracts to eligible Section 3 business concerns. HUD Section 3 companies can be found at http://daytonhrc.org/business-technical-assistance/certification/ 

c. **Notifications**
Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. **Subcontracts**
Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by City. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct**

1. **Assignability**
Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to Subrecipient from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

2. **Subcontracts**

   a. **Approvals**
   Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

   b. **Monitoring**
   Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

   c. **Content**
   Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
d. Selection Process
Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act
Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest
Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 24 CFR 85.36, and 570.611, which include (but are not limited to) the following:

a. Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

b. No employee, officer, or agent of subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, subrecipient, or any designated public agency.

5. Lobbying
Subrecipient hereby certifies that:

a. No federal 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 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 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 (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

d. **Lobbying Certification**
   This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S.C. and 2 CFR 200.450. As stated in Section 1352, Title 31, U.S.C. and 2 CFR 200.450, this certification must be filed by the Subrecipient during the submission of its annual indirect cost rate proposal. Any person who fails to file the required certification shall be subject to a civil penalty of not less than TEN THOUSAND DOLLARS AND ZERO CENTS ($10,000.00) and not more than ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00) for each such failure.

6. **Copyright**
   If this Agreement results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. **Religious Activities**
   Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**ARTICLE 10. ENVIRONMENTAL CONDITIONS**

A. **Air and Water**
   Subrecipient shall comply with the following requirements insofar as they apply to the performance of this Agreement:


2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. **Flood Disaster Protection**
In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national flood insurance program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint
Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR, Part 570.608 and 24 CFR, Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

ARTICLE 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE 12. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

ARTICLE 13. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE 14. WAIVER

The City’s failure to act with respect to a breach by subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

ARTICLE 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and subrecipient with respect to this Agreement.
ARTICLE 15. REFERENCES TO LAW

All references to federal, state or local laws, regulations, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement.

IN WITNESS WHEREOF, City and Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

____________________________________
City Manager

____________________________________
Date

APPROVED AS TO FORM
AND CORRECTNESS:

12/10/2021

X John Musto for
City Attorney
Signed by: Musto, John

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO:

___________________________ 2021

Min./Bk. _____________ Page

____________________________________
Clerk of the Commission

HOMEOWNERSHIP CENTER OF GREATER DAYTON, INC.

____________________________________
Julie Descon
By and Date: ________________ Dec 22, 2021
Title: Executive Director
EXHIBIT A
SCOPE OF SERVICES
HOMEOWNERSHIP CENTER OF GREATER DAYTON
DOWN PAYMENT ASSISTANCE

1. PROGRAM DESCRIPTION

Subrecipient will use all funds granted hereunder to operate the “Down Payment Assistance Program,” through December 31, 2023. The program will provide down payment assistance for Dayton residents, specifically in West Dayton, North Main Street Corridor and surrounding area, and will result in 26 home purchases for LMI borrowers, 26 households receive homebuyer coaching and education to aid in sustainable home purchase, leverage over 2 million in first mortgage lending and create a funding source that will be paid back and reused for assistance in the future.

Through Down Payment Assistance, HomeOwnership Center of Greater Dayton is providing all work and services, in a manner satisfactory to the City, for the implementation and management or the program. Work and services to be completed include, but are not limited, to the following: marketing the program, program application intake and processing, lead-based paint regulation compliance, determine loan amount, prepare mortgage and note for funds, coordinate loan closing, file mortgage, payment to Title Agencies, loan repayment collections, maintenance of financial and loan recipient information, preparation of reports and compliance with all federal guidelines.

The Down Payment Assistance Program will encourage home ownership and improve the housing conditions of neighborhoods. The program will be available to first time homebuyers under 80% of the area median income. Home purchases will be restricted to targeted neighborhoods inside the City of Dayton. Eligible properties can be existing or newly constructed. Each property must pass a Local Housing Code Inspection. The sales price of the property cannot exceed 95% of the median sales price for the Dayton Metropolitan Statistical Area. Eligible program participants must have $500 in the transaction. All participants must go through homebuyer coaching and education with The HomeOwnership Center before they can close on the home. The home purchases has to be owner occupied. Funds can be used for down payment assistance, closing costs, principal reduction, and/or interest rate buy down. The homeowner is not allowed to take cash out at the time of closing. The loan will be repaid at the time of sale, transfer of the property, or no longer the borrower’s primary residence.

Subrecipient will provide down payment assistance with restrictive covenants. The grant will include a restrictive covenant to ensure the single-family household benefits the LMI homeowner for the period of ownership and owner occupancy. The restrictive covenant shall cover the costs associated with down payment assistance, closing costs, principal reduction, and/or interest rate buy down, and will have a lifespan that covers the period of ownership and/or owner occupancy. The HomeOwnership Center of Greater Dayton will record the restrictive covenant with the Montgomery County Recorder’s Office for every household that participates in the program. Once the homeownership assistance is completed, HOCGD will continue to monitor the ownership of all beneficiaries to ensure the property remains occupied by the same homeowner. Should a homeowner sell or transfer ownership or no longer use the property as a primary residence, HOCGD will seek reimbursement from the beneficiary homeowner. Any funds collected due to the transfer of ownership will be considered program income and will be remitted to the City of Dayton as contemplated in Article 8, Section C of this Agreement.

The Subrecipient shall provide staff supportive services to the Down Payment Assistance Program as well as operating expenses to continue the expansion of Down Payment Assistance. This activity is an eligible public service that provides workforce training and development and is eligible for Community Development Block Grant (CDBG) program funding under the national objective benefiting
low/moderate income persons. Under the Limited Clientele presumed benefit designation, this activity is considered to benefit LMI individuals since 100% of the beneficiaries are at or below 80% of the Area Median Income (AMI).

2. COMMUNITY DEVELOPMENT OBJECTIVES

Subrecipient certifies that the activities carried out under this Agreement are allowable expenses under HCDA Section 105 (a) (8) and 24 CFR 570.201 (e), CDBG Matrix Code 05R (Homebuyer Down payment Assistance), benefitting low- and moderate income (LMI) persons under the National Objective of Low/Mod Households (LMH) Benefit. The program will provide staff supportive services and operating expenses to The HomeOwnership Center of Greater Dayton in order to provide down payment assistance to individuals participating in the Down Payment Assistance Program. The provision of down payment assistance as a public service is considered to address the LMH National Objective per 24 CFR 570.201 (e).

3. PROGRAM GUIDELINES

The Sub-recipient shall use City of Dayton CDBG funds for provision of Down Payment Assistance Program, not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($250,000.00). The period will be between execution of this agreement through December 31, 2023, as contemplated in this agreement.

A. Implementation of homeownership assistance through the Down Payment Assistance Program.

1. The program provides the funding, labor, and materials necessary to implement a down payment assistance program for LMI borrowers in West Dayton and surrounding area.

2. Eligible beneficiaries of this program are City of Dayton residents at or below 80% of the Area Median Income (AMI).

<table>
<thead>
<tr>
<th>(As of 06.1.2021)</th>
<th>FY 2021 Dayton, OH MSA Income Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Household Size</td>
<td>Moderate (80%) Income Limits</td>
</tr>
<tr>
<td>1</td>
<td>$42,400</td>
</tr>
<tr>
<td>2</td>
<td>$48,450</td>
</tr>
<tr>
<td>3</td>
<td>$54,500</td>
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<tr>
<td>4</td>
<td>$60,550</td>
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<tr>
<td>5</td>
<td>$65,400</td>
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<td>6</td>
<td>$70,250</td>
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<tr>
<td>7</td>
<td>$75,100</td>
</tr>
<tr>
<td>8</td>
<td>$79,950</td>
</tr>
</tbody>
</table>

3. Eligible program participants will be determined by evaluating the family size and income of a participating household. Required documentation includes a certification of family size and income qualification through the provision of pay stubs, bank statements, income tax returns, SSI statements, or a notarized self-certification.

4. Eligible beneficiaries must own the property and provide proof of real estate transactions.

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES
In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The City requires recipients of federal funds to assess the productivity and impact of their programs. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

The City shall report outcomes-based accomplishments to HUD. The City therefore requires Subrecipient to submit timely and consistent performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation. The Subrecipient agrees to submit the reports detailed in Section 10, Reporting Procedures.

5. **SUBRECIPIENT RESPONSIBILITIES**

The Subrecipient will be responsible for the implementation and execution of down payment assistance services, data tracking and management regarding the number of household assisted and ownership status of participants, documentation of family size and income of all beneficiaries, compliance with all CDBG regulations, provision of down payment assistance for program participants, and preparation of reports to the City as detailed in Section 10, Reporting Procedures and as display in Exhibit D – Monthly and Cumulative Reports.

6. **BUDGET**

The program budget is attached to this document as Exhibit B – Program Budget.

7. **STAFFING**

Subrecipient shall assign the following staff as Key Personnel to the Down Payment Assistance Program:

<table>
<thead>
<tr>
<th><strong>Staff Member/Title</strong></th>
<th><strong>General Program Duties</strong></th>
<th><strong>Time Allocation</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Julie Deacon, Executive Director</td>
<td>Summary of items individual is responsible for:</td>
<td>4 hours/week</td>
</tr>
<tr>
<td></td>
<td>The Executive Director is responsible for:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Program Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Final loan Approval</td>
<td></td>
</tr>
<tr>
<td>La’Toya, Processor</td>
<td>The Processor is responsible for:</td>
<td>10 hours/week</td>
</tr>
<tr>
<td></td>
<td>• Review loan applications</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Determine eligibility</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Coordinate home inspections</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Prepare mortgage and note</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Coordinate closing with Title Agency</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Collect closing documents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Document closing on loan portfolio</td>
<td></td>
</tr>
<tr>
<td>TBD, Intake Specialist</td>
<td>The Intake Specialist will be responsible for:</td>
<td>10 hours/week</td>
</tr>
<tr>
<td></td>
<td>• Application intake</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Prepare invoices</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reporting</td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Tracy Schultz, Controller</td>
<td>This position provides</td>
<td>2 hour/week</td>
</tr>
<tr>
<td></td>
<td>• Accounting management</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Invoices</td>
<td></td>
</tr>
<tr>
<td>David Falkner, Accounting Manager</td>
<td>This position provides</td>
<td>2 hour/week</td>
</tr>
<tr>
<td></td>
<td>• Accounting management</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Invoices</td>
<td></td>
</tr>
</tbody>
</table>

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

8. **PAYMENT PROCEDURES**

The City will reimburse Subrecipient for expenditures for the program and in accordance with the line-item budget set forth in Exhibit B – Program Budget. Subrecipient shall submit all invoices and supporting documentation to the City’s Department of Planning, Neighborhoods, and Development on a monthly basis. Subrecipient shall comply with the following requirements for the submission of requests for reimbursement:

**A. Invoice Information**

Subrecipient’s invoice shall contain the following:

1. City Contract Number
2. Invoice Number
3. Period Covered
4. Work Done/Accomplishments Summary, etc.
5. Written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination.
6. Total Amount Requested
7. List of Enclosed Documents
8. Agreement Funding Balance
9. Other information Subrecipient desires to communicate to the City’s Project Coordinator
10. Signature of Subrecipient’s Chief Financial Officer

**B. Supporting Documentation**

Subrecipient shall collect, maintain, and submit the following documentation and information with invoices for payment. For personnel invoicing, the Subrecipient will include the number of
hours worked on the program/project funded, and a detailed summary of work performed by the employee during the time for which payment was made. The detailed summary should include a description of each activity/action performed by the personnel as well as a total of the amount of invoiced time spent working on that activity/action. At a minimum, invoicing for personnel charges must include the level of detail and information provided in Exhibit E – CDBG Sample Timesheet and Activity Log. For supplies and materials invoicing, the documentation and information shall include an invoice from the vendor or company detailing the item(s)/services purchased and a copy of the Subrecipient’s check showing that the Subrecipient paid the vendor for the invoiced goods/services. Monthly invoicing documentation should include a copy of the required Monthly Report as enumerated in Exhibit D.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to Subrecipient in a timely manner.

9. DOCUMENTATION AND RECORD KEEPING

In order to ensure that program participants and activities meet the program eligibility criteria, subrecipient must record the name, race and ethnicity, income, job descriptions, duties performed by program participants, and proof of payment to contractor(s).

The following financial records related to the payment of salaries and fringes for operational staff should be included in the program file if applicable:

A. Accounting journals and ledgers
B. Source documentation that costs were eligible and paid (invoices, purchase orders, cancelled checks, etc.)
C. Bank account records
D. Time sheets for personnel
E. Time logs and activity reports for personnel
F. Payroll records and reports
G. Documentation of other administrative costs charged
H. Financial reports
I. Audit files
J. Financial correspondence

Subrecipient will maintain case files, including the above information for a period of not less than four years after completion of the program and all affordability requirements. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article 8 of the Agreement.

10. REPORTING PROCEDURES
The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. The Subrecipient agrees to submit the following reports.

A. Monthly Progress Reports

Subrecipient agrees to submit on the fifteenth (15th) day of each month, regardless of invoicing and beginning on or before December 15, 2021, a written progress report covering the agreed upon objectives, activities, and expenditures of the previous month. The Monthly Progress Report must detail, at a minimum, the following information per reporting period:

1. The total number of persons assisted during the reporting period;
2. The race/ethnicity for each individual assisted;
3. The income level for each individual assisted;
4. The income verification or certification for each individual assisted;
5. The total number of persons with new or continuing access to a service or benefit;
6. The total number of persons who receive a service or benefit that is no longer substandard;
7. The total number of part-time and full-time jobs created or retained.

A copy of the Monthly Report is included in Exhibit D – Monthly and Cumulative Reports.

B. Cumulative Reports

The Subrecipient shall submit an annual Cumulative Report detailing the activities of the Subrecipient to the City no later than December 30, 2021 and December 30, 2022. A copy of the report is included in Exhibit D – Monthly and Cumulative Reports.

Within 60 days after expiration or termination of this Agreement or within 60 days of submitting the final invoice, whichever comes first, Subrecipient shall submit an additional cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Subrecipient’s activities and outcomes of the services provided throughout the course of the Agreement. This exhibit shall survive termination or expiration of this Agreement.

C. Meetings and Evaluation

Subrecipient shall meet with the City and/or its designees at such times designated by the City to review and discuss the Subrecipient’s performance of this Agreement. The Subrecipient shall allow the City to conduct on-site inspections, tests and monitoring of its financial, personnel and employment activities pursuant to this Agreement, and will cooperate with the City in all respects concerning the review and monitoring of the Subrecipient’s performance.

II. COMMUNICATIONS

All invoices, reports, notices, and/or correspondence regarding this Agreement and the program shall be submitted to the parties as specified in Article 7 of the Agreement.
## EXHIBIT B
### PROGRAM BUDGET

<table>
<thead>
<tr>
<th>Item</th>
<th>City CDBG</th>
<th>Private</th>
<th>Federal</th>
<th>State</th>
<th>Local</th>
<th>County</th>
<th>In-Kind</th>
<th>Project Total</th>
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<td>$600.00</td>
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<td>Lease Payments</td>
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<td>Postage/Mailing</td>
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<tr>
<td>Legal/Auditing Services</td>
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<td>$1,000.00</td>
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<td>Real Estate Taxes</td>
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<td></td>
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<td>Other Operating Expenses (direct assistance to homebuyers)</td>
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<td>$1,000.00</td>
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<tr>
<td>In-Kind Support</td>
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</tr>
<tr>
<td>Labor (volunteers)</td>
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<td>Materials</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>Other (Down Payment Assistance Loans)</td>
<td>$213,850.00</td>
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<tr>
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<td></td>
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<td>$258,000.00</td>
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</table>
**EXHIBIT C**
**CDBG MONITORING SCHEDULE**

Grantee: City of Dayton Department of Planning, Neighborhoods, and Development

Subrecipient: The HomeOwnership Center of Greater Dayton

Project/Program: Down Payment Assistance

<table>
<thead>
<tr>
<th>Monitoring Subject Area</th>
<th>Date of Review</th>
<th>City Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section I. Required Monitoring for ALL CDBG Subrecipient Agreements</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial and Program Eligibility</td>
<td>Upon submission of invoice(s)</td>
<td>Sarah Geist or designated staff</td>
</tr>
<tr>
<td>Program Performance and Records Management</td>
<td>Ongoing on a monthly basis until termination of Agreement</td>
<td>Sarah Geist or designated staff</td>
</tr>
<tr>
<td>Environmental Review</td>
<td>At the start of agreement</td>
<td>Pete Thornburgh or designated staff</td>
</tr>
<tr>
<td>Historic Properties Protection Review</td>
<td>Not Applicable</td>
<td></td>
</tr>
<tr>
<td>On-Site Monitoring Visit</td>
<td>TBD in accordance with CDBG risk assessment policy</td>
<td>Sarah Geist or designated staff</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Section II. Specific Monitoring Areas based on Project Type</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Activities (Prevailing Wage Compliance and Record Keeping, Bidding and Procurement Process)</td>
</tr>
<tr>
<td>Acquisition and Relocation Compliance</td>
</tr>
<tr>
<td>Housing Rehabilitation Guidelines</td>
</tr>
<tr>
<td>Economic Development Guidelines</td>
</tr>
</tbody>
</table>
EXHIBIT D
MONTHLY AND CUMULATIVE REPORTS

Monthly and Cumulative Report

Project Name: Down Payment Assistance
Subrecipient: The HomeOwnership Center of Greater Dayton
Action Plan Year: 2021
Period Covered by Report:

1. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address

2. Total number of persons assisted: _________________

3. Race/Ethnicity

<table>
<thead>
<tr>
<th>Race</th>
<th>Total</th>
<th>Hispanic/Latino</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African-American</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African-American &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; Black/African-American</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other multi-racial</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Income Levels

<table>
<thead>
<tr>
<th>Income Level</th>
<th>Number Households</th>
</tr>
</thead>
</table>

Total must match #2
### Income Level Breakdown Table

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low - 0-30%</td>
<td></td>
</tr>
<tr>
<td>Low - 30-50%</td>
<td></td>
</tr>
<tr>
<td>Moderate - 50-80%</td>
<td></td>
</tr>
<tr>
<td>Non-Low/Moderate</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Percent Low/Mod</strong></td>
<td>%</td>
</tr>
</tbody>
</table>

**NOTE:** Please provide a copy of all income documentation or self-certifications.

5. **Total Number of Persons Assisted:**

   - With new or continuing access to a service or benefit:
   - With improved access to a service or benefit:
   - That receive a service or benefit that is no longer substandard:

6. **Total Number of Persons Assisted:**

   - Homeless Persons Given Overnight Shelter:
   - Beds Created in Overnight Shelter or Other Emergency Housing:
EXHIBIT E  
CDBG SAMPLE TIMESHEET AND ACTIVITY LOG

For Personnel Funded 100% through this agreement, please use this certification:

**Certification & Support for Personnel Invoicing**

2 CFR 225, APPENDIX B §8(h)(4-5) states that employees paid by Federal and non-Federal sources need to complete time and effort certifications at least monthly, which reflect the individual’s total work time and identify the portion of time spent on federal projects. The certification must be signed by the employee and their supervisor. When multiple funding sources contribute to an employee’s salary, the certification must be supported with documentation of actual effort (i.e. timesheets). Paycor is the official timekeeping record for The HomeOwnership Center of Greater Dayton – Down Payment Assistance and serves as documentation of actual effort for grant-funded employees.

Pay Dates Included in this Certification:

<table>
<thead>
<tr>
<th>Name</th>
<th>Total Hours Worked</th>
<th>Pay Rate</th>
<th>Total Wages</th>
<th>Fringe Benefits Percentage (If Applicable)</th>
<th>Total Amount Billed for Personnel</th>
</tr>
</thead>
</table>

Summary of Work Performed:
The above wages and benefits are for……….insert a paragraph explaining the work accomplished during this period by the personnel identified above.

*I, _______________ (print name) certify that 100% of my time reported during this reporting period was spent performing the activities described above. I hereby this report is an after-the-fact determination of the total activity and actual effort expended for the period indicated, and I have full knowledge of 100% of these activities.*

Employee Signature

Date

Supervisor Signature

Date
For personnel charging a percentage of their time LESS THAN 100% to toward this agreement, please use this timesheet and activity log. The activity log MUST provide adequate information detailing activities, events, processes, etc. billed toward the agreement so that the Project Manager can determine cost allocability and cost allowability per 2CFR 200 requirements.

The HomeOwnership Center or Greater
Dayton
MONTHLY TIMESHEET

<table>
<thead>
<tr>
<th>Name</th>
<th>John Smith</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>September 1-30, 2021</td>
</tr>
</tbody>
</table>

**FY 2021**

<table>
<thead>
<tr>
<th>Code</th>
<th>Project</th>
<th>Date: 1-Sep</th>
<th>2-Sep</th>
<th>3-Sep</th>
<th>4-Sep</th>
<th>5-Sep</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Sun</td>
<td>Mon</td>
<td>Tue</td>
<td>Wed</td>
<td>Thu</td>
</tr>
<tr>
<td>1</td>
<td>Market cashier</td>
<td>4.00</td>
<td>3.00</td>
<td>3.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Training Program</td>
<td>3.00</td>
<td>4.00</td>
<td>4.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Hours Worked**

<table>
<thead>
<tr>
<th></th>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7.00</td>
<td>7.00</td>
<td>7.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The HomeOwnership Center of Greater Dayton – Down Payment Assistance
MONTHLY ACTIVITY LOG

The HomeOwnership Center of Greater Dayton – Down Payment Assistance
Employee Name
Month & Year

Activity Log – June 2021

June 1, 2021
8:00 AM/PM – 5:00 AM/PM
• Mobile Market – cashier – checking out customers, organizing stock, providing accounting of drawer
• Training Program – seminar on workforce etiquette, training on using raised garden beds

June 2, 2021
7:30 AM/PM – 4:30 AM/PM
• Training Program – Carpentry – making raised garden beds;
• Training Program – Proper techniques for harvesting peppers;
• Training Program – Operation of Gettysburg hoop house

June 3, 2021
8:00 AM/PM – 5:00 AM/PM
• Mobile Market – Setup at 2nd Street Market; Stocking and replenishment for market stand; transportation of signage and produce from XYZ Garden to 2nd Street Market
• XYZ Garden – volunteer training;
• XYZ Garden – harvesting tomatoes and preparing fertilizer
"HOCGD-Down payment assistance CDBG Agreement-signed by law" History

 créé by Ashley Hatton (ashley.hatton@daytonohio.gov)
  2021-12-22 - 3:49:37 PM GMT - IP address: 198.30.33.2

 Document emailed to Julie Deacon (jdeacon@hocgd.org) for signature
  2021-12-22 - 3:50:48 PM GMT

 Document viewed by Julie Deacon (jdeacon@hocgd.org)
  2021-12-22 - 4:36:01 PM GMT - IP address: 64.56.109.6

 Document e-signed by Julie Deacon (jdeacon@hocgd.org)
  Signature Date: 2021-12-22 - 4:37:01 PM GMT - Time Source: server - IP address: 64.56.109.6

 Agreement completed.
  2021-12-22 - 4:37:01 PM GMT
City Manager’s Report

From 2390 - Planning, Neighborhoods & Development
Supplier, Vendor, Company, Individual
Name The HomeOwnership Center of Greater Dayton, Inc.
Address 130 W. Second Street, Suite 1420
 Dayton, Ohio 45402

Date January 12, 2022
Expense Type Service Agreement
Total Amount $80,000.00 (thru 12/31/2023)

Fund Source(s) Fund Code(s) Fund Amount(s)
Community Development Block Grant (CDBG) 26304-2390-1159-31-PL2110 $80,000.00

Includes Revenue to the City ☑ Yes ☐ No Affirmative Action Program ☑ Yes ☐ No ☐ N/A

Description
COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT THE HOMEOWNERSHIP CENTER OF GREATER DAYTON, INC.

The Department of Planning, Neighborhoods and Development requests approval to enter into an Agreement with The HomeOwnership Center of Greater Dayton, Inc. in the amount of $80,000.00, to administer the Housing Counseling and Financial Wellness Program. These funds will result in housing counseling services and homebuyer education for 50 potential homebuyers, foreclosure prevention counseling to 40 homeowners, and financial counseling services to 50 homeowners within the City of Dayton corporate limits who are at or below 80% of the Area Median Income (AMI).

This agreement shall commence upon execution by the City and it shall expire December 31, 2023.

This agreement is funded with 2021 Community Development Block Grant (CDBG) funding.

This agreement has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
Updated 2021 CM Report- HOCGD Housing Counseling Financial Wellness

"Updated 2021 CM Report- HOCGD Housing Counseling Financial Wellness" History

Document created by Ashley Hatton (ashley.hatton@daytonohio.gov)
2021-12-28 - 2:48:53 PM GMT - IP address: 198.30.33.2

Document emailed to Sarah Geist (sarah.geist@daytonohio.gov) for signature
2021-12-28 - 2:49:11 PM GMT

Email viewed by Sarah Geist (sarah.geist@daytonohio.gov)
2021-12-28 - 2:49:47 PM GMT - IP address: 24.166.20.46

Document e-signed by Sarah Geist (sarah.geist@daytonohio.gov)
Signature Date: 2021-12-28 - 2:50:03 PM GMT - Time Source: server - IP address: 24.166.20.46

Document emailed to Steven Gondol (steven.gondol@daytonohio.gov) for signature
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Email viewed by Steven Gondol (steven.gondol@daytonohio.gov)
2021-12-28 - 2:54:50 PM GMT - IP address: 198.30.33.2

Document e-signed by Steven Gondol (steven.gondol@daytonohio.gov)
Signature Date: 2021-12-28 - 4:20:33 PM GMT - Time Source: server - IP address: 198.30.33.2

Agreement completed.
2021-12-28 - 4:20:33 PM GMT
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract
Renewal Contract
Change Order

Contract Start Date
Execution by the City
12/31/23

Expiration Date

Original Commission Approval
$ 80,000.00

Initial Encumbrance
$ 80,000.00

Remaining Commission Approval

Original CT/CF
$ -

Increase Encumbrance
$ -

Decrease Encumbrance
$ -

Remaining Commission Approval
$ -

Required Documentation
X Initial City Manager’s Report
X Initial Certificate of Funds
X Initial Agreement/Contract

Copy of City Manager’s Report
Copy of Original Certificate of Funds

Amount: $ 80,000.00

Fund Code
26304 2390 1159 31 PL2110 XXXX

Fund Org Acct Prog Act Loc

Amount: ________________

Fund Code
XXX- XXX- XXX- XX - XXX - XXX

Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: The HomeOwnership Center of Greater Dayton, Inc.

Vendor Address: 130 W. Second Street, Suite 1420 Dayton OH 45402

Federal ID: 364500925

Commodity Code: 96199

Purpose: The HomeOwnership Center of Greater Dayton will provide housing counseling services and homebuyer education for 50 potential homebuyers, foreclosure prevention counseling to 40 homeowners, and financial counseling services to 50 homeowners within the City of Dayton corporate limits who are at or below 80% of the Area Median Income.

Contact Person: Ashley Hatton X3696
Planning, Neighborhoods & Developer

Department/Division

12/28/2021

Date

Originating Department Director’s Signature: 

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature: 

Date

CF Prepared by: 

Date

CT 21-3150

Finance Department
October 18, 2011
Updated Copy of 2021 CDBG HOCDG Housing Counseling and Financial Wellness

Final Audit Report 2021-12-28

| Created:       | 2021-12-28               |
| By:            | Ashley Hatton (ashley.hatton@daytonohio.gov) |
| Status:        | Signed                   |
| Transaction ID | CBJCHBCAAABAz4dqIDLKnWneXmTClR3NBNbqbEXnCqK |

"Updated Copy of 2021 CDBG HOCDG Housing Counseling and Financial Wellness" History

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- Document emailed to Steven Gondol (steven.gondol@daytonohio.gov) for signature
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- Email viewed by Steven Gondol (steven.gondol@daytonohio.gov)
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- Document e-signed by Steven Gondol (steven.gondol@daytonohio.gov)
  Signature Date: 2021-12-28 - 4:21:36 PM GMT - Time Source: server- IP address: 198.30.33.2

- Agreement completed.
  2021-12-28 - 4:21:36 PM GMT

Adobe Sign
CDBG SUBRECIPIENT AGREEMENT
THE HOMEOWNERSHIP CENTER OF GREATER DAYTON
HOUSING COUNSELING AND FINANCIAL WELLNESS PROGRAM
CFDA 14.218

THIS AGREEMENT, entered into this ____ day of ____________, 2021, is between the CITY OF DAYTON, a municipal corporation in and of the State of Ohio, hereinafter referred to as “City,” and THE HOMEOWNERSHIP CENTER OF GREATER DAYTON, INC., a not-for-profit corporation organized under the laws of the State of Ohio, hereinafter called “Subrecipient.”

WITNESSETH, THAT:

WHEREAS, the City is a grantee of funds from the United States Department of Housing and Urban Development, hereinafter referred to as “HUD,” under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, responsible for the development, implementation, administration, and evaluation of HUD’s Community Development Block Grant, hereinafter referred to as “CDBG,” Program in Dayton; and

WHEREAS, the City has delegated to the Subrecipient the responsibility of rendering counseling services through the provisions of the CDBG program; and

WHEREAS, the Program set forth herein will meet at least one of the CDBG program’s three national objectives, as defined in 24 Code of Federal Regulations (“CFR”), Part 570.208, which include 1) to benefit low/moderate income persons; 2) to aid in the prevention or elimination of slum and blight; and 3) to meet community development needs having a particular urgency; and

WHEREAS, the parties desire to enter into this Agreement to assist the Subrecipient with operating funds for housing counseling services, homebuyer education, foreclosure prevention and financial counseling services for CDBG eligible households; and

WHEREAS, the Subrecipient possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as a CDBG grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described as “Housing Counseling and Financial Wellness Program” under the CDBG program in the 2021 Action Plan for the City of Dayton and Dayton-Kettering HOME Consortium, Grant Number B-21-MC-39-0010; and

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and Subrecipient agree as follows:

ARTICLE 1. DEFINITIONS

A. “Program Funds” shall mean any funds disbursed to the Subrecipient by the City from the CDBG Program under this agreement.
B. “Program Income” is income received by the Subrecipient directly generated from the use of CDBG funds.
C. “CDBG Program Funds” shall mean funding received by the City from HUD under the City of Dayton’s CDBG Program.
D. “Contract Period” shall mean the effective date of this agreement and time given for performance.
E. “Project Activity” shall mean the activity therein described in Exhibit A of this Agreement.
F. “Moderate, Low, and Very Low Income” shall mean 80% or less, 50% or less, and 30% or less –
respectively – of the area median income as defined by HUD for the current Agreement period.

ARTICLE 2. PURPOSE

The purpose of this Agreement is to provide funding for project activities approved by the City under the CDBG Program for Program Year 2021 as described in Exhibit A – Scope of Services. Project accomplishments will be reported in the 2021 and 2022 Consolidated Annual Performance Evaluation Reports (CAPER). Project activities, tasks, and budget are included in Exhibits B – Program Budget, C – CDBG Program Monitoring Schedule, D – Quarterly and Cumulative Reports, and E – Sample Timesheet and Activity Log.

All activities authorized by this Agreement will be performed in accordance with Exhibit A – Scope of Services, the budget set forth in Exhibit B – Program Budget, the program monitoring schedule set forth in Exhibit C – CDBG Program Monitoring Schedule, and the conditions, assurances, and requirements set forth in the HUD CDBG Program regulations as detailed in Exhibit A. Subrecipient further agrees that it will notify the City prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and its appendices and/or with the conditions, assurances, and requirements of the HUD CDBG Program and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the City.

ARTICLE 3. SCOPE OF SERVICES

Subrecipient shall provide the work and services, in a manner satisfactory to the City consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use CDBG funds made available to the Housing Counseling and Financial Wellness Program for the purpose fully described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate on December 31, 2023.

ARTICLE 5. GRANT OF FUNDS AND PAYMENT

The City shall make available to Subrecipient the City’s 2021 CDBG funds, in the amount of EIGHTY THOUSAND DOLLARS AND ZERO CENTS ($80,000.00) for the work and services to be provided by Subrecipient for the Program, pursuant to this Agreement. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B – Program Budget, which is attached hereto and incorporated herein, and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and Subrecipient.

Expenditures between execution of this agreement and December 31, 2023, are eligible for reimbursement. Payments may be contingent upon certification of Subrecipient’s financial management system in accordance with the standards specified in 2 CFR Part 200, Subparts D & E.

ARTICLE 6. GENERAL CONDITIONS

A. Compliance
1. Subrecipient agrees that the HUD regulations set forth in 24 CFR Part 570 and 2 CFR Part 200 are applicable to the grant funds it receives pursuant to this Agreement.

2. Subrecipient agrees that the work and services authorized by this Agreement shall be performed in accordance with any and all applicable local, state, and federal regulations, directives, or guidelines.

3. Subrecipient agrees to prohibit the use of federal funds for lobbying in compliance with the following:
   
   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

   (b) 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, grant, loan or cooperative agreement, Subrecipient shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. Subrecipient shall include the requirements of this Subsection A in award documents for all sub-awards at all times (including sub-contracts, subgrants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. “Independent Contractor”

By executing this Agreement, Subrecipient acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Subrecipient shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this provision. Subrecipient shall have no authority to assume or create any obligations on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Consultant, its employees and any person retained or hired by Consultant to perform duties and responsibilities under this Agreement are not the City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all applicable local, state and federal taxes. Consultant further acknowledges and agrees that none of his employees are public employee for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

C. Indemnification

Subrecipient agrees to defend, indemnify and hold harmless the City, its elected officials,
officers, employees and agents from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Subrecipient or its employees, agents, Subrecipient(s), subcontractor(s), and representatives. Further, in the event that Subrecipient violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, Subrecipient shall assume full and complete responsibility for said violation(s), including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, and employees.

D. Workers’ Compensation

Subrecipient shall provide Workers’ Compensation Insurance Coverage for all its employees’ invoices in the performance of this Agreement.

E. Insurance and Bonding

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to at least EIGHTY THOUSAND DOLLARS AND ZERO CENTS ($80,000.00). Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. Grantor Recognition

Subrecipient shall ensure recognition of the grantors, the City and the CDBG program, in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to these funding sources. In addition, Subrecipient will include a reference to the grantors in all publications made possible with funds furnished under this Agreement.

G. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by City’s Director of the Department of Planning, Neighborhoods, and Development or designee, and, if applicable or required, approved by the City Manager and the Commission of the City of Dayton. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are
not limited to,) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement;

4. Submission by Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Political Contributions

Subrecipient affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.

ARTICLE 7. CONTACTS

All communications or notices required or permitted under this Agreement, including invoices for payment, shall be sufficient if sent to the City or Subrecipient by regular U. S. Mail, postage pre-paid, and addressed as follows:

To City: City of Dayton, Ohio
Department of Planning, Neighborhoods and Development
101 West Third Street
Dayton, Ohio 45402
Attn: Ashley Hatton
(937) 333-3696
ashley.hatton@daytonohio.gov

To Subrecipient: The HomeOwnership Center of Greater Dayton, Inc.
130 W. Second Street, Suite 1420
Dayton, OH 45402
Attn: Julie Deacon
(937) 425-0344
jdeacon@hocgd.org

Nothing contained in this subsection shall be construed to restrict the transmission of routine communications between representatives of the City and Subrecipient.

ARTICLE 8. ADMINISTRATIVE REQUIREMENTS
A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with 2 CFR Part 200 Subparts, D and E, as applicable, 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 Part 200 Subparts, D and E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Financial Records

a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.

b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the federal regulations specified in 2 CFR Part 200 and 24 CFR 570.506, which are pertinent to the services and activities to be funded under this Agreement. Such records shall include, but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records providing a full description and reporting of all accomplishments by The HomeOwnership Center of Greater Dayton between execution of this agreement and December 31, 2023, regardless of program.

c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

d. Records required to determine the eligibility of activities;

e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

g. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and

h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level 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. Retention of Records and Documentation

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City’s Annual Performance and Evaluation Report to HUD in which the activities assisted under the Agreement are reported on for the final time. Records pertinent to this agreement shall be retained through December 31, 2027.

Within thirty (30) days of the expiration or conclusion of the Agreement, the Subrecipient shall provide the City with full and complete copies of all program files and records associated with the Agreement. Additionally, copies of all files and records pertaining to federal funding contracted through the City shall be provided to the City should the Subrecipient cease operations.

Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4. Disclosure

Subrecipient understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or Subrecipient's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

5. Close-Outs

Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused
materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG funds, including Program Income.

6. **Audits, Monitoring, and Evaluation**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to City or the Federal Government, or their designees or agents, at any time during normal business hours, as often as City or Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data and records. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after notice thereof. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual audit conducted in accordance with current City policy concerning subrecipient audits. Subrecipient shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

Subrecipient shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. Subrecipient shall provide to City such statements, records, reports, and other information as City may request at the time of scheduled monitoring visits and in such format and detail, as City shall specify.

7. **Property Records**

Subrecipient shall maintain, as may be applicable, real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 560.503 (b) (8) and 2 CFR Part 200, as applicable.

C. **Reporting Procedures**

1. **Program Income**

Subrecipient shall report no less than quarterly all “Program Income,” as defined at 24 CFR Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such Program Income during the Agreement term for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program Income balance on-hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. **Indirect Costs**

If indirect costs are charged, subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative cost in accordance
with 2 CFR Part 200 and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and Program Income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of Subrecipient.

4. Progress Reports

Subrecipient shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A – Scope of Services.

D. Procurement

1. Compliance

Subrecipient shall comply with current City policies concerning the purchase of equipment, goods, services, and shall maintain inventory records of all non-expendable personal property, as defined by such City policies as may be procured with the CDBG funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart D, Procurement, and shall subsequently follow Property Management Standards as modified by 2 CFR 200, Subpart D, covering utilization and disposal of property.

2. OMB Standards

Unless specified otherwise within this agreement, Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. Travel

Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, and 570.505, as applicable, which include but are not limited to the following:
1. Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 2 CFR 200.310-200.316 until five (5) years after expiration of this Agreement. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient agrees to comply with all local and state civil rights statutes, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.
It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a material condition of this Agreement as fully as if specifically rewritten herein and that failure of Subrecipient to comply therewith shall constitute a breach of this Agreement entitling City, at its option, to terminate this Agreement.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Subrecipient shall comply with any federal regulations or orders issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the disabled in any federally assisted program. The City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Subrecipient agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program keeping with the principles provided in the President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Subrecipient must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. Women and Minority-Owned Businesses

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on
written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Subrecipient shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.


Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.


Subrecipient will include the provisions of this Paragraph's Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or inherently religious activities, lobbying, political patronage, or nepotism activities.

2. Labor Standards

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.
3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, Subrecipient and any of Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, Subrecipient and any of Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient agrees to comply with the “Section 3” requirements set forth above, and shall include the following language in all subcontracts executed for the program:

“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.

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.

The contractor agrees to send to each labor organization or representative or 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.

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.

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.

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.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(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 7(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 are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).”

b. **HUD Section 3 Participation Goals**

Subrecipient agrees that the aspiration sub-contracting goals for certified HUD Section 3 certified business sub-contracting and hiring goals will be:

Employment: Thirty percent (30%) of the aggregate number of new hires during a one year period of the project. (Example: A construction contractor hires 10 new workers. Three of the new workers should be Section 3 eligible persons.)

Contracting: (a) At least 10 percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, construction, and other public construction with federal funds; and (b) At least three percent (3%) of the total dollar amount of all other, including professional services, covered Section 3 contracts to eligible Section 3 business concerns. HUD Section 3 companies can be found at [http://daytonhrc.org/business-technical-assistance/certification/](http://daytonhrc.org/business-technical-assistance/certification/)

c. **Notifications**

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post
copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. **Subcontracts**

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by City. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct**

1. **Assignability**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to Subrecipient from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

2. **Subcontracts**

   a. **Approvals**

      Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

   b. **Monitoring**

      Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

   c. **Content**

      Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

   d. **Selection Process**

      Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.
3. **Hatch Act**

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. **Conflict of Interest**

Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 24 CFR 85.36, and 570.611, which include (but are not limited to) the following:

a. Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

b. No employee, officer, or agent of subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, subrecipient, or any designated public agency.

5. **Lobbying**

Subrecipient hereby certifies that:

a. No federal 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 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 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 (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

d. **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S.C. and 2 CFR 200.450. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **TEN THOUSAND DOLLARS AND ZERO CENTS ($10,000.00)** and not more than **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00)** for each such failure.

6. **Copyright**

If this contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. **Religious Activities**

Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**ARTICLE 10. ENVIRONMENTAL CONDITIONS**

A. **Air and Water**

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. **Clean Air Act 42 U.S.C., 7401, et seq.**

2. **Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.**

3. **Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.**

B. **Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001),
Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national flood insurance program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint**

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR, Part 570.608 and 24 CFR, Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

**ARTICLE 11. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**ARTICLE 12. GOVERNING LAW & VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

**ARTICLE 13. SECTION HEADINGS AND SUBHEADINGS**

The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**ARTICLE 14. WAIVER**

The City’s failure to act with respect to a breach by subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

**ARTICLE 15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the City and subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and subrecipient with respect to this Agreement.
ARTICLE 16. REFERENCES TO LAW

All references to federal, state or local laws, regulations, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement.

IN WITNESS WHEREOF, City and Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

City Manager

Date

APPROVED AS TO FORM AND CORRECTNESS:

12/10/2021

X John Musto for
City Attorney

Signed by: Musto, John

HOMEOWNERSHIP CENTER OF GREATER DAYTON, INC.

By: Juli Deacon

Title: Executive Director

Date: Dec 22, 2021

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:

, 2021

Min./Bk. Page

Clerk of the Commission
EXHIBIT A
SCOPE OF SERVICES
THE HOMEOWNERSHIP CENTER OF GREATER DAYTON
HOUSING COUNSELING AND FINANCIAL WELLNESS PROGRAM

1. PROGRAM DESCRIPTION

Subrecipient will use all funds granted hereunder to operate the “Housing Counseling and Financial Wellness Program,” through December 31, 2023. The program will result in housing counseling services and homebuyer education for 50 potential homebuyers, foreclosure prevention counseling to 40 homeowners, and financial counseling services to 50 homeowners within the City of Dayton corporate limits who are at or below eighty percent (80%) of the Area Median Income (AMI).

The HomeOwnership Center of Greater Dayton (HOCGD) is the only HUD-approved housing counseling agency with a HUD-certified housing counselor and reverse mortgage counselor. HOCGD strives to create more homeownership opportunities and reduce discriminatory barriers to promote long-term community viability and empowerment of LMI residents to achieve financial success. Their mission is to empower area residents to achieve sustainable homeownership and financial success.

HOCGD will provide homebuyer education and coaching to clients interested in purchasing a home. Targeted outreach and marketing to LMI communities in 45402, 45405, and 45406 area codes within City of Dayton corporate limits. Homebuyer Education consists of 8 class hours provided in person or online that cover the entire home buying process for first time homebuyers. Homebuyer Coaching includes one-on-one interaction with a Homeownership Advisor that reviews income, debt, assets, liabilities, credit, and goals. Clients are assigned an advisor that provides steps to mortgage readiness, connects clients to local lenders and specialized CRA mortgage products, and provides education on 203K rehabilitation loans to assist in the purchase of homes in need of repairs. Advisors help clients assess their true affordability in a home purchase, and often work with clients for 1-2 years to help them establish goals and reach mortgage readiness. Advisors also meet with current homeowners to provide foreclosure prevention to assist homeowners to stay in their home or successfully transition out of the home.

HOCGD’s services have a foundation in financial wellness. The basis of achieving homeownership and financial goals is rooted in money management and understanding credit. With the addition of the Consumer Credit Counseling Services program in 2018, HOCGD’s financial wellness programming now has a wider reach. Advisors are now able to meet with clients one-on-one to assess financial wellness, and for qualifying and willing participants, HOCGD offers a debt management plan to assist clients in lowering monthly debt through reduced interest rates and lower payments. Through this work, HOCGD will partner with area employers to provide a series of lunch and learn presentations and on-site financial or housing counseling services.

2. COMMUNITY DEVELOPMENT OBJECTIVES

Subrecipient certifies that the activity(ies) carried out under this Agreement are allowable expenses under HCDA Section 105 (a) (8) and 24 CFR 570.201, CDBG Matrix Code 05U (Housing Counseling only, under 24 CFR 5.100), benefitting low- and moderate income (LMI) persons under the National Objective of Low/Mod Clientele (LMC) Benefit. The program will provide staff supportive services and operating expenses to The HomeOwnership Center of Greater Dayton in order to benefit LMI homeowners within the City of Dayton. The provision of housing counseling is considered to address the LMC National Objective per 24 CFR 570.483 (b) (1 and 2).

3. PROGRAM GUIDELINES
The Sub-recipient shall use City of Dayton CDBG funds for the provision of the Housing Counseling and Financial Wellness Program as articulated below, not to exceed **EIGHTY THOUSAND AND ZERO CENTS ($80,000.00)**. The period will be from execution of this Agreement thru December 31, 2023, as contemplated in this agreement.

A. Housing Counseling and Financial Wellness Program

1. The program provides the funding, labor, and materials necessary to implement homebuyer education, homebuyer coaching, financial education, financial counseling, and foreclosure prevention services as described in Exhibit A Section 1.

2. Eligible geographic areas for the program include the entire municipal corporation limits of the City of Dayton only.

3. Eligible beneficiaries of this program are homeowners within the City of Dayton.

4. Eligible beneficiaries of this program are households earning no more than eighty percent (80%) or less of median income for the area as determined annually by HUD with adjustments for family size, as illustrated below. New income limits will replace the limits listed below when issued and will be made available by the City for the Subrecipient annually.

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</table>

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The City requires recipients of federal funds to assess the productivity and impact of their programs. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

The City shall report outcomes-based accomplishments to HUD. The City therefore requires Subrecipient to submit timely and consistent performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation. The Subrecipient agrees to submit the reports detailed in Section 10, Reporting Procedures.

5. SUBRECIPIENT RESPONSIBILITIES

21
The Subrecipient will be responsible for the following aspects of managing the program: Complying with all CDBG regulations, providing outreach services within the targeted area, maintaining outreach activity logs for documentation, maintaining proper staff documentation and time logs, maintaining proper beneficiary documentaries and proof of participation in the program, preparation of reports to the City as detailed in Section VI, and preparation of reports to City as detailed in Section 10, Reporting Procedures.

6. **BUDGET**

The program budget is attached to this document as Exhibit B – Program Budget.

7. **STAFFING**

Subrecipient shall assign the following staff as Key Personnel to the Housing Counseling and Financial Wellness Program:

<table>
<thead>
<tr>
<th>Staff Member, Title</th>
<th>General Program Duties</th>
<th>Time Allocation</th>
</tr>
</thead>
</table>
| Julie Deacon, Executive Director | This position is responsible for overseeing the administration, programs, and strategic plan of HOC.  
• Operate within approved budget to ensure efficient use of HOC resources  
• Promote HOC by being active and visible in the community and working closely with other professional, civic, and private organizations  
• Monitor compliance related to major grants and funding relationships such as NeighborWorks America, US Dept of HUD and others  
• Implement QAPI process and monitor effectiveness of programming | 2 hours/week |
| Jackie Easter, Homeownership Counselor | This position provide housing counseling and education to interested clients:  
• Conduct individual appointments to review clients’ household budget, credit report and housing goals in an advising/coaching setting.  
• Assess clients’ capacity/status regarding budgeting skills, credit management and problem-solving skills; provide education in these areas as appropriate.  
• Educate clients about key issues and options relevant to their circumstances.  
• For mortgage-ready buyers assist with facilitation of mortgage application, realtor referral, and closing.  
• Provide information and referrals to local agencies to address financial, individual and/or housing issues.  
• Conduct appropriate follow-up with clients and referral sources.  
• Maintain appropriate documentation regarding client activity.  
• Conduct workshops in areas of Homebuyer Education, Home Maintenance and Financial Fitness. | 8 hours/week |
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Responsibilities</th>
<th>Hours/week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Roberts,</td>
<td>Certified Credit Counselor</td>
<td>This position provides financial education and counseling to interested clients:</td>
<td>12</td>
</tr>
<tr>
<td>Hospital Management</td>
<td>• Conduct individual appointments to review clients’ budget, credit report and financial goals in an advising/coaching setting.</td>
<td></td>
<td>hours/week</td>
</tr>
<tr>
<td>Rachel Klopfer,</td>
<td>Certified Credit Counselor</td>
<td>• Assess clients’ capacity/status regarding budgeting skills, credit management and problem-solving skills; provide education in these areas as appropriate.</td>
<td>8</td>
</tr>
<tr>
<td>Marva Williams-Parker,</td>
<td>Administrative Coordinator</td>
<td>• Educate clients about key issues and options relevant to their circumstances.</td>
<td>4</td>
</tr>
<tr>
<td>Tracy Schultz,</td>
<td>Controller</td>
<td>• Conduct appropriate follow-up with clients and referral sources.</td>
<td>1</td>
</tr>
<tr>
<td>David Falkner,</td>
<td>Accounting Manager</td>
<td>• Maintain appropriate documentation regarding client activity.</td>
<td>1</td>
</tr>
</tbody>
</table>

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.
8. PAYMENT PROCEDURES

The City will reimburse Subrecipient for expenditures for the program and in accordance with the line-item budget set forth in Exhibit B – Program Budget. Subrecipient shall submit all invoices and supporting documentation to the City’s Department of Planning, Neighborhoods, and Development. Subrecipient shall comply with the following requirements for the submission of requests for reimbursement:

A. Invoice Information

Subrecipient’s invoice shall contain the following:

1. City Contract Number
2. Invoice Number
3. Period Covered
4. Work Done/Accomplishments Summary, etc.
5. Written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination.
6. Total Amount Requested
7. List of Enclosed Documents
8. Agreement Funding Balance
9. Other information Subrecipient desires to communicate to the City’s Project Coordinator
10. Signature of Subrecipient’s Chief Financial Officer

B. Supporting Documentation

Subrecipient shall collect, maintain, and submit the following documentation and information with invoices for payment. For personnel invoicing, the Subrecipient will include the number of hours worked on the program/project funded, and a detailed summary of work performed by the employee during the time for which payment was made. The detailed summary should include a description of each activity/action performed by the personnel as well as a total of the amount of invoiced time spent working on that activity/action (refer to Exhibit E). For supplies and material invoicing, the documentation and information shall include an invoice from the vendor or company detailing the item(s)/services purchased and a copy of the Subrecipient’s check showing that the Subrecipient paid the vendor the invoiced goods/services. Monthly invoicing documentation should include a copy of the required Monthly Report as enumerated in Exhibit D.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to Subrecipient in a timely manner.

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9. DOCUMENTATION AND RECORD KEEPING

The following financial records related to the payment of salaries and fringes for operational staff if applicable:

A. Accounting journals and ledgers
B. Source documentation that costs were eligible and paid (invoices, purchase orders, cancelled checks, etc.)
C. Bank account records
D. Time sheets for personnel
E. Time logs and activity reports for personnel
F. Payroll records and reports
G. Documentation of other administrative costs charged
H. Financial reports
I. Audit files
J. Financial correspondence

In order to ensure that program participants and activities meet the program eligibility criteria, Subrecipient must record the name, address, household income, racial and ethnic data, and a description of work and services to be performed.

Subrecipient will maintain case files, including the above information for a period of not less than four years after completion of the program. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article 8 of the Agreement. Records pertinent to this agreement shall be retained until December 31, 2027.

10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. Reporting shall continue until expiration or termination of this Agreement. All reports shall be submitted to the Project Manager and will be retained for 5 years beyond the terms of the contract. The Sub-recipient agrees to submit the following reports.

A. Monthly Progress Reports

Subrecipient agrees to submit with a monthly invoice or on the fifteenth (15th) day of each month, beginning with February 15, 2021, a written progress report covering the agreed upon objectives, activities, and expenditures of the previous month or the month being invoiced. The Monthly Progress Report must detail, at a minimum, the following information per reporting period:

1. The number of households served;
2. A brief summary of the activities that occurred during the reporting period;
3. The race and ethnicity for each household assisted;
4. The income level for each household assisted;
5. The service definition/ level of service for each household assisted;
6. Additional funding sources leveraged;
7. A comparison of the number of hours worked on the program vs. their total work hours for all employees billing time to the agreement.

A copy of the Monthly Report is included in Exhibit D – Monthly and Cumulative Reports.

B. Cumulative Reports

The Subrecipient shall submit an annual Cumulative Report detailing the activities of the Subrecipient to the City no later than December 30, 2021 and December 30, 2022. A copy of the Cumulative Report is included in Exhibit D – Quarterly and Cumulative Reports.

Within 60 days after expiration or termination of this Agreement or within 60 days of submitting the final invoice, whichever comes first, Subrecipient shall submit an additional cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Subrecipient’s activities and outcomes of the services provided throughout the course of the Agreement. This exhibit shall survive termination or expiration of this Agreement.

C. Meetings and Evaluation

Subrecipient shall meet with the City and/or its designees at such times designated by the City to review and discuss the Subrecipient’s performance of this Agreement. The Subrecipient shall allow the City to conduct on-site inspections, tests and monitoring of its financial, personnel and employment activities pursuant to this Agreement, and will cooperate with the City in all respects concerning the review and monitoring of the Subrecipient’s performance.

11. COMMUNICATIONS

All invoices, reports, notices, and/or correspondence regarding this Agreement and the program shall be submitted to the parties as specified in Article 7 of the Agreement.
<table>
<thead>
<tr>
<th></th>
<th>City CDBG</th>
<th>Private</th>
<th>Federal</th>
<th>State</th>
<th>Local</th>
<th>County</th>
<th>In-Kind</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>$72,100.00</td>
<td>$63,650.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$135,750.00</td>
</tr>
<tr>
<td>Utilities</td>
<td>-</td>
<td>$600.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$600.00</td>
</tr>
<tr>
<td>Supplies/Materials</td>
<td>$1,000.00</td>
<td>$2,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Security System/Personnel</td>
<td>$500.00</td>
<td>$3,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Lease Payments</td>
<td>$3,000.00</td>
<td>$9,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>Postage/Mailing</td>
<td>$500.00</td>
<td>$2,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Legal/Auditing Services</td>
<td>-</td>
<td>$2,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Operating (please specify):</td>
<td>$2,900.00</td>
<td>$2,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$4,900.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$80,000.00</strong></td>
<td><strong>$84,250.00</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td><strong>$164,250.00</strong></td>
</tr>
</tbody>
</table>

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]
EXHIBIT C
CDBG MONITORING SCHEDULE

**Grantee:** City of Dayton Department of Planning, Neighborhoods, and Development

**Subrecipient:** The HomeOwnership Center of Greater Dayton

**Project/Program:** Housing Counseling and Financial Wellness Program

<table>
<thead>
<tr>
<th>Monitoring Subject Area</th>
<th>Date of Review</th>
<th>City Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section I. Required Monitoring for ALL CDBG Subrecipient Agreements</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial and Program Eligibility</td>
<td>Upon submission of invoice(s)</td>
<td>Sarah Geist or designated staff</td>
</tr>
<tr>
<td>Program Performance and Records Management</td>
<td>Ongoing on a quarterly basis until termination of Agreement</td>
<td>Sarah Geist or designated staff</td>
</tr>
<tr>
<td>Environmental Review</td>
<td>Prior to Contract Execution</td>
<td>Pete Thornburgh</td>
</tr>
<tr>
<td>Historic Properties Protection Review</td>
<td>Not Applicable</td>
<td></td>
</tr>
<tr>
<td>On-Site Monitoring Visit</td>
<td>TBD in accordance with CDBG risk assessment policy</td>
<td>Sarah Geist or designated staff</td>
</tr>
</tbody>
</table>

**Section II. Specific Monitoring Areas based on Project Type**

<table>
<thead>
<tr>
<th>Monitoring Subject Area</th>
<th>Date of Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Activities (Prevailing Wage Compliance and Record Keeping, Bidding and Procurement Process)</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Acquisition and Relocation Compliance</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Housing Rehabilitation Guidelines</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Economic Development Guidelines</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>
EXHIBIT D
MONTHLY AND CUMULATIVE REPORTS

Monthly Report

**Project Name:** Housing Counseling and Financial Wellness Program  
**Subrecipient:** The HomeOwnership Center of Greater Dayton  
**Action Plan Year:** 2021  
**Reporting Period:** Quarter ___, 2021

1. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address

2. Total number of persons served: ______________

3. Race/Ethnicity: 

<table>
<thead>
<tr>
<th>Race</th>
<th>Total</th>
<th>Hispanic/Latino</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African-American</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African-American &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; Black/African-American</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other multi-racial</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Income Levels: 

<table>
<thead>
<tr>
<th>Income Level</th>
<th>Number of Persons</th>
</tr>
</thead>
</table>

*Total must match #2*
Extremely Low - 0-30%  
Low - 30-50%  
Moderate - 50-80%  
Non-Low/Moderate  
**TOTALS**  
**Percent Low/Mod**  

5. Of the total persons served, number of persons:  

<table>
<thead>
<tr>
<th>Number of Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>With new or continuing access to a service or benefit</td>
</tr>
<tr>
<td>With improved access to a service or benefit</td>
</tr>
<tr>
<td>That receive a service or benefit that is no longer substandard</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
</tr>
</tbody>
</table>

6. Staff Time  
Please indicate the number of hours worked by each employee billing time to the grant during this reporting period. The average of the cumulative hours billed per employee should correspond to the agreed upon totals listed under Exhibit A, Section 7 – Staffing.

<table>
<thead>
<tr>
<th>Name</th>
<th>Monthly</th>
<th>Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hours Billed to Housing Counseling Program</td>
<td>Hours Billed to Housing Counseling Program</td>
</tr>
<tr>
<td></td>
<td>Total Hours Worked</td>
<td>Total Hours Worked</td>
</tr>
<tr>
<td></td>
<td>Average</td>
<td>Average</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Julie Deacon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jackie Easter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Julie Suitts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lisa Roberts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joanna Trent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rachel Klopfen</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Annual Cumulative Report & Post-Agreement Report**

**Project Name:** Housing Counseling and Financial Wellness Program  
**Subrecipient:** The HomeOwnership Center of Greater Dayton
**Action Plan Year:** 2021  
**Reporting Period:** January 1 – December 31, 2022

1. Does the project generate program income (PI)?  
   _____ YES  _____ NO  
   *PI is defined as the proceeds from the sale of real estate purchased through CDBG, income generate from fees or charges assessed for a CDBG-funded service, or loan repayments from a revolving loan program funded with CDBG dollars.*

   1a. If YES, how much PI was received during reporting period?  $__________

   1b. Program Income balance as of report date:  $__________

2. Does the project utilize any funding other than the CDBG allocation?  _____ YES  _____ NO

2a. If YES, indicate the source, type (Federal, State, Local, or Private), and the amount.

<table>
<thead>
<tr>
<th>Source</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Provide a description of all activities and accomplishments occurring during this reporting period.  
   Quantify all accomplishments and identify the location of physical improvements with an address or boundary. (Attach additional documentation, if necessary.)

   

4. Was the project completed during the current reporting period?  _____ YES  _____ NO

4a. If YES, indicate completion date.  ________________

4b. If NO, please provide a brief description of the Subrecipient’s plan to complete the project and an estimated timeframe for completion.

   

31
5. Total number of persons served: 

6. Race/Ethnicity

<table>
<thead>
<tr>
<th>Race</th>
<th>Total</th>
<th>Hispanic/Latino</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African-American</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African-American &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; Black/African-American</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other multi-racial</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Income Levels

<table>
<thead>
<tr>
<th>Income Level</th>
<th>Number of Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low - 0-30%</td>
<td></td>
</tr>
<tr>
<td>Low - 30-50%</td>
<td></td>
</tr>
<tr>
<td>Moderate - 50-80%</td>
<td></td>
</tr>
<tr>
<td>Non-Low/Moderate</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Percent Low/Mod</strong></td>
<td>%</td>
</tr>
</tbody>
</table>

8. Of the total persons served, number of persons:

<table>
<thead>
<tr>
<th>Number of Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>With new or continuing access to a service or benefit</td>
</tr>
<tr>
<td>With improved access to a service or benefit</td>
</tr>
<tr>
<td>That receive a service or benefit that is no longer substandard</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
</tr>
</tbody>
</table>

*Total must match #5*
EXHIBIT E
CDBG SAMPLE TIMESHEET AND ACTIVITY LOG

For Personnel Funded 100% through this agreement, please use this certification:

Certification & Support for Personnel Invoicing
2 CFR 225, APPENDIX B §8(h)(4-5) states that employees paid by Federal and non-Federal sources need to complete time and effort certifications at least monthly, which reflect the individual’s total work time and identify the portion of time spent on federal projects. The certification must be signed by the employee and their supervisor. When multiple funding sources contribute to an employee’s salary, the certification must be supported with documentation of actual effort (i.e. timesheets). Paycor is the official timekeeping record for The HomeOwnership Center of Greater Dayton and serves as documentation of actual effort for grant-funded employees.

Pay Dates Included in this Certification:

<table>
<thead>
<tr>
<th>Name</th>
<th>Total Hours Worked</th>
<th>Pay Rate</th>
<th>Total Wages</th>
<th>Fringe Benefits Percentage (If Applicable)</th>
<th>Total Amount Billed for Personnel</th>
</tr>
</thead>
</table>

Summary of Work Performed:
The above wages and benefits are for .............insert a paragraph explaining the work accomplished during this period by the personnel identified above.

I, _____________ (print name) certify that 100% of my time reported during this reporting period was spent performing the activities described above. I hereby this report is an after-the-fact determination of the total activity and actual effort expended for the period indicated, and I have full knowledge of 100% of these activities.

<table>
<thead>
<tr>
<th>Employee Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

33
For personnel charging a percentage of their time LESS THAN 100% to toward this agreement, please use this timesheet and activity log. The activity log MUST provide adequate information detailing activities, events, processes, etc. billed toward the agreement so that the Project Manager can determine cost allocability and cost allowability per 2 CFR 200 requirements.

The HomeOwnership Center of Greater Dayton - Housing Counseling and Financial Wellness
MONTHLY TIMESHEET

<table>
<thead>
<tr>
<th>Name</th>
<th>John Smith</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>September 1-30, 2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2021</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Code</td>
<td>Project</td>
<td>Date: 1-Sep</td>
<td>2-Sep</td>
<td>3-Sep</td>
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<td>Total Hours Worked</td>
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<td></td>
<td>7.00</td>
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</table>
The HomeOwnership Center of Greater Dayton – Housing Counseling and Financial Wellness
MONTHLY ACTIVITY LOG

TheHomeOwnership Center of Greater Dayton – Housing Counseling and Financial Wellness
Employee Name
Month & Year

Activity Log – June 2021

June 1, 2021
8:00 AM/PM – 5:00 AM/PM
• Mobile Market – cashier – checking out customers, organizing stock, providing accounting of drawer
• Training Program – seminar on workforce etiquette, training on using raised garden beds

June 2, 2021
7:30 AM/PM – 4:30 AM/PM
• Training Program – Carpentry – making raised garden beds;
• Training Program – Proper techniques for harvesting peppers;
• Training Program – Operation of Gettysburg hoop house

June 3, 2021
8:00 AM/PM – 5:00 AM/PM
• Mobile Market – Setup at 2nd Street Market; Stocking and replenishment for market stand; transportation of signage and produce from XYZ Garden to 2nd Street Market
• XYZ Garden – volunteer training;
• XYZ Garden – harvesting tomatoes and preparing fertilizer
HOCGD - Housing Counseling Financial Wellness-signed by law

Final Audit Report

2021-12-22

Created: 2021-12-22
By: Ashley Hatton (ashley.hatton@daytonohio.gov)
Status: Signed
Transaction ID: CBJCHBCAAABAmQIlHpVf57f74o9cl1QBszZo7HD1_J

"HOCGD - Housing Counseling  Financial Wellness-signed by law" History

Document created by Ashley Hatton (ashley.hatton@daytonohio.gov)
2021-12-22 - 3:51:16 PM GMT- IP address: 198.30.33.2

Document emailed to Julie Deacon (jdeacon@hocgd.org) for signature
2021-12-22 - 3:52:33 PM GMT

Email viewed by Julie Deacon (jdeacon@hocgd.org)
2021-12-22 - 4:33:33 PM GMT- IP address: 64.56.109.6

Document e-signed by Julie Deacon (jdeacon@hocgd.org)
Signature Date: 2021-12-22 - 4:34:44 PM GMT - Time Source: server- IP address: 64.56.109.6

Agreement completed.
2021-12-22 - 4:34:44 PM GMT

Adobe Sign
**From** 2510 - Municipal Court  
**Date** January 12, 2022  
**Expense Type** Service Agreement  
**Total Amount** $88,192.00 thru 12/31/22

**Supplier, Vendor, Company, Individual**  
**Name** Alcohol, Drug Addiction & Mental Health Services  
**Address** 409 E. Monument Avenue  
Dayton, OH 45402

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>General Fund</td>
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<td>$15,000.00</td>
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<tr>
<td>Specialized Probation Officer</td>
<td>22114-2510-22606-74</td>
<td>$73,192.00</td>
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<tr>
<th>Includes Revenue to the City</th>
<th><strong>Yes</strong></th>
<th><strong>No</strong></th>
<th><strong>Affirmative Action Program</strong></th>
<th><strong>Yes</strong></th>
<th><strong>No</strong></th>
<th><strong>N/A</strong></th>
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</table>

**Description**

**Service Agreement**

The Dayton Municipal Court requests approval to enter into a Service Agreement with the Montgomery County Alcohol, Drug Addiction and Mental Health Services (ADAMHS) Board in the amount of $88,192.00. This Agreement provides funding for psychological services provided to probationers, and a portion of salary and benefits for a Specialized Probation Officer assigned to Dayton Regional Mental Health Court.

The Court has received funding from the ADAMHS Board since 2008.

Terms of this Agreement will begin on January 1, 2022 and end on December 31, 2022.

The Department of Law has reviewed and approved this Agreement as to form and correctness. The Funding Source is separated into two funds, the $15,000.00 portion for psychological services is the Special Revenue Committed/General Fund. The other portion, in the amount of $73,192.00, is the Special Revenue Committed/Mental Health Probation Officer.

Attached are two Certificates of Revenue and a copy of the Service Agreement.

**Signatures/Approval**

Approved by City Commission

Clerk  
Date

Updated 8/2016
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name  Alcohol, Drug Addiction and Mental Health Services Board (ADAMHS)
Address  409 E. Monument Ave.
City  Dayton State  Ohio  Zip+4  45402 -
Customer #  @00003795  Address Location #  01
Federal ID#  31-6060172

Revenue Information: Fund 10000  Orgn 2510  Rev 22606  Prog 74  Actv ___

Contract Information: Contract Start Date  1/01/2022  Contract Expiration Date  12/31/2022

Billing Information: Rate:  See below  Arrears  Pre-bill ___
Monthly (1st month of billing) ___
Quarterly (1st month of quarter) ___
Semi-annual (1st month of half) ___
Annual (1st month of billing)  $15,000.00 ___
Other (explain) ___
Rate Change Date  ___  Rate Change Amount  ___

Description of Services (wording on invoice): provide funding for psychological services provided to probationers conducted by (Vendor) Dr. Stephen McConnell.

Departmental Approval  

TO BE COMPLETED BY FINANCE

City Reference Number  11 3795-1  Auditor  O Billy  Date  12/30/2021

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance  

(Rev 4/30/2008)
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Alcohol, Drug Addiction and Mental Health Services Board (ADAMHS)
Address 409 E. Monument Ave.
City Dayton State Ohio Zip+4 45402
Customer # @00003795 Address Location # 01
Federal ID# 31-6060172

Revenue Information: Fund 22114 Org 2510 Rev 22606 Prog 74 Actv

Contract Information: Contract Start Date 1/01/2022 Contract Expiration Date 12/31/2022

Billing Information: Rate: See below Arrears Pre-bill
Monthly (1st month of billing)
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing) $73,192.00
Other (explain)
Rate Change Date Rate Change Amount

Description of Services (wording on invoice): provide funding for a Specialized Probation Officer assigned to the Dayton Regional Mental Health Court.

Departmental Approval

Ann Marie Murray

TO BE COMPLETED BY FINANCE

City Reference Number 11 - 3795 Auditor DBilling Date 12 30 2021

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance

Rev 4/30/2008
AGREEMENT

BOARD RESOLUTION #21-083

APPROVED AMOUNT: $88,192

Between

MONTGOMERY COUNTY ALCOHOL, DRUG ADDICTION, AND MENTAL HEALTH SERVICES BOARD

And

THE CITY OF DAYTON

CY2022

November 17, 2021
MONTGOMERY COUNTY ADAMHS BOARD
409 E. MONUMENT AVE. STE. 102, DAYTON, OHIO 45402
AGREEMENT

This Agreement, is made and entered into in Dayton, Montgomery County, Ohio between the Montgomery County Alcohol, Drug Addiction and Mental Health Services Board, located at 409 E. Monument Avenue, Ste. 102, Dayton, Ohio 45402 hereinafter referred to as "Board," and The City of Dayton, Ohio, located at 301 West Third Street, Dayton, Ohio 45402 hereinafter referred to as "Agency." In consideration of the mutual covenants and Agreements contained herein, the parties hereto agree as follows:

TERMS OF AGREEMENT

I. Term:

The term of this Agreement shall commence on the 1st day of January 2022, and shall conclude on the 31st day of December 2022, unless sooner terminated as hereinafter provided.

II. Payment for Services:

Board shall allocate up to a maximum amount of Eighty-Eight Thousand, One Hundred and Ninety-Two Dollars and Zero Cents ($88,192) for the purposes of funding the services or programs as described in Exhibit A. Any employee of the Agency, City, Provider, etc., who handles or is responsible for the handling of funds from Board shall be bonded by a reputable fidelity insurance carrier.

III. Delivery of Services:

Agency agrees to carry on the program(s) in a prompt and diligent manner so as to ensure the uninterrupted delivery of services. Furthermore, Agency agrees that it will deliver the services in a skillful, professional and expeditious manner. All services will be provided with a sufficient number of properly trained employees, with the proper equipment, facilities, supplies and all other things necessary to ensure the uniform, efficient and skillful delivery of services, in an accountable manner, which will enable Agency to accomplish the Program in conformity with Exhibit A.

IV. Liability and Responsibility:

Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this Agreement, and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures. However, nothing in this Agreement waives any immunities or other defenses to liability that the Parties may have.
V. Confidentiality of Consumer Information & HIPAA Compliance:

Agency agrees that any consumer protected health information that it receives or generates shall be treated in such a manner as to assure confidentiality. Agency further agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable or superseding federal or state regulations adopted in furtherance of maintaining privacy of protected health information.

The parties shall cooperate in implementing requirements imposed upon them by HIPAA. Each party shall take necessary reasonable steps to comply with HIPAA requirements, including the following:

1. If one of the parties agrees to use or discloses protected health information on behalf of the other party, both parties will enter into a business associate agreement prior to such use of disclosure. The elements of such agreements shall conform to HIPAA requirements.

Upon request of Board, the Agency shall distribute Board's HIPAA notice to consumers who have received or will receive services funded through Board to Agency.

2. The parties shall cooperate in determining how information that will be transmitted will conform with requirements related to electronic data interchange (EDI). If necessary, the parties will enter into a Trading Partner Agreement, which defines the duties of the parties for EDI transmissions.

The parties shall cooperate in assessing joint security issues in order to allow the parties to conform to security requirements. If necessary, the parties will enter into appropriate agreements in accordance with HIPAA requirements, which will address joint security issues.

VI. Subcontracting:

Agency shall not subcontract for any part of its Program without the written consent of Board. Board agrees that any consent shall not be unreasonably withheld.

In the event of any such subcontract, the Agreement shall be in writing and shall have the consent of Board endorsed thereon. Any subcontract shall incorporate the Agency's contract with Board by reference and have a copy attached thereto as an exhibit.

Agency shall advise any subcontractor of the policies and procedures of Board and call its attention to the fact that the terms of this contract require cooperation with other Agencies of Board, as well as, with other Agencies of the City, County, and District to assure coordination of all programs and services in meeting the need of the community, to prevent duplication of services and to promote a high standard of service, efficiency and economy.
Agency agrees to cooperate with Board's designated agencies to carry out the statutory duties and responsibilities imposed upon Board by RC. 340 and RC. 3793.

VII. Assignment of Monies Due:

The Agency's claim for monies due hereunder is non-assignable except with the written consent of Board. Any assignment of monies due hereunder which was made without such consent is void and the assignee in such case shall not acquire any rights against Board.

VIII. Non-Discrimination:

Agency shall not discriminate in its provision of services to persons under this Agreement on the basis of race, color, sex, creed, sexual orientation, religion, national origin, HIV status, inability to pay, or disability. Agency shall render services to such persons in the same manner, in accordance with the same standards, and within the same time availability as offered to all persons.

IX. Verification and Inspection:

Agency shall, if requested by Board, permit the Executive Director of Board, or his/her designee, access to the premises upon which the program is being carried out, during normal business hours, and promptly furnish to Board any books, records, reports or any other data which may be necessary, in the opinion of the Executive Director or Board, to assure Board of the proper implementation of the Program.

X. Acceptance of the Program:

No partial payment made under this Agreement shall be conclusive evidence of Board's approval of the services rendered by the Agency, in whole or in part.

XI. Improper Expenditure:

Agency shall not use any funds allocated to it by Board for any purpose that does not appear in the application for funding. No part of these funds (federal, state, or local levy) shall be used for partisan political purposes of any kind by any person or Agency involved in the administration of the Programs under this Agreement.

It is further agreed that in the event that Board determines that Agency has made an improper expenditure, Agency shall, upon demand therefore by Board, immediately replace the funds improperly spent. In the event that the funds are not immediately replaced, Board may reduce any remaining allocations to the Agency by an amount equal to the expenditure and any such action taken by Board shall not be deemed as a waiver of any other remedy available to Board by the terms of this Agreement. Board's determination that expenditure is improper shall be
conclusive as long as it is consistent with the Rules of the Department, Board's Policies, the State and County Auditor's Rules and Regulations, and State and Federal Law, Rules and Regulations.

XII. Compensation of Agency Employees:

It is expressly understood that employees of Agency are not employees of Board or of the State of Ohio.

XIII. Fiscal Accountability:

Agency agrees that all funds, which it receives hereunder, shall be subject to both a financial and a compliance audit. Agency's auditor shall provide a copy of its audit of the Agency directly to Board. Agency hereby waives any privilege or confidentiality, and should Board request, Agency's auditor shall meet with the Executive Director of Board, or his/her designee, for the purpose of discussing the results of the audit.

The Executive Director of Board will meet with the auditor upon the completion of the audit for the purpose of receiving and reviewing the audit report. Agency agrees to make such modifications to its financial records and record-keeping process as may be recommended by the auditor and thereafter required by Board.

XIV. Equal Opportunity:

Agency agrees to comply with the Equal Opportunity Act and the guidelines and directives promulgated by the Departments if any, in the recruitment and/or employment of all Agency personnel or consultants; the Agency agreeing that it will not discriminate against any applicant for employment, employees or consultants because of race, religion, color, sex, age, sexual orientation, disability, national origin or HIV status. Agency further agrees to create and maintain personnel policies and practices consistent with the intent of this paragraph that will prohibit discrimination in employment and to adopt and maintain a written Affirmative Action Plan.

XV. Agree to Perform:

The parties, for themselves, their successors and assigns, do hereby agree to the full performance of the covenants herein contained.

XVI. Notices:

Any notice required to be given by either party hereto, to the other, by the terms hereof, must either be served upon the Executive Director or in the Executive Director's absence, upon the person in charge, personally, or be sent to the other party by certified or registered mail, postage prepaid, at its last known address or such other address as either party may hereafter designate by written notice.
XVII. Claims Made by Either Party Against the Other:

If either Agency, or Board believes it has a claim of any nature whatsoever against the other, it shall give the other party written notice of the amount and nature of such claim within fifteen (15) days, (or such other time limit as may otherwise be expressly set forth in Agreement) of the occurrence of the event upon which such claim is based, or within fifteen (15) days of receipt of actual notice.

XVIII. Applicable Law:

The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, or construction of this Agreement or breach thereof.

XIX. Unused Allocation:

The balance of Board's allocation to Agency as specified previously in this Agreement, which has not been accrued or expended at the conclusion of this Agreement as stated in paragraph 1, shall be reconciled by Agency and returned to Board.

XX. Amendment:

No change, amendment or modification of any provision of the Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

XXI. Waiver:

Waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect that Party's right to enforce the same at a later time.

XXII. Severability:

Should any portion of this Agreement by deemed unforeseeable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the requirements of this Agreement.
Dayton Municipal Court  
Board Resolution #21-083  

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

City of Dayton

Shelley Dickstein,  
City Manager

APPROVED AS TO FORM  
AND CORRECTNESS:

City Attorney

APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO  

Min. Book Page

Montgomery County Alcohol, Drug  
Addiction & Mental Health Services

Helen E. Jones-Kelley  
Date: 12/19/2021

Helen E. Jones-Kelley,  
Executive Director

This instrument approved as to form:

Beverly Stewart, Legal Counsel  
ADAMHS Board for Montgomery County
Dayton Municipal Court
Board Resolution #21-083

LIST OF EXHIBIT(S)

- **Exhibit A:** Approved Appropriations Program Funding
- **Attachment 1:** OHMHAS 2021 Allocation
APPROVED PROGRAM APPROPRIATIONS

The dollar amount approved for each individual program is specifically allocated for that program and may not be altered or added to any other program in any way. Any adjustments made to the approved amount of funds for any program must be approved by Board and subsequently reflected in an amendment to this contract.

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<thead>
<tr>
<th>PROGRAM NAME</th>
<th>START DATE</th>
<th>END DATE</th>
<th>APPROVED AMOUNT</th>
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<td>01/01/2022</td>
<td>12/31/2022</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2 Mental Health Court Specialized Probation Officer</td>
<td>01/01/2022</td>
<td>12/31/2022</td>
<td>$73,192.00</td>
</tr>
</tbody>
</table>

| TOTAL                                            |            |            | $88,192.00      |
Attachment 1

1. Financial Arrangements
   a. The maximum dollar amount to be paid by Board pursuant to this Agreement is $88,192.