

Agreement

THIS AGREEMENT ("Agreement") is made on this 11th day of February, 2026, by and between **The Youngstown Neighborhood Development Corporation** ("YNDC") and **The City of Struthers** ("City").

WITNESSETH:

WHEREAS, City has been awarded a Welcome Home Ohio ("WHO") grant from the State of Ohio in the amount of Two-Million Seven-Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00); and

WHEREAS, the parties desire for YNDC to provide various services to assist City in fulfilling and completing the requirements of the WHO grant for the compensation provided herein;

NOW THEREFORE, in consideration of the mutual covenants hereinafter provided, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS:

I. DESCRIPTION OF YNDC SERVICES AND RESPONSIBILITIES. The YNDC services and responsibilities can be broken down into three categories: (1) overall project needs; (2) new home construction and (3) adherence to the requirements of the WHO Grants. YNDC shall provide the services as provided below for each of the three categories.

A. Overall Project. YNDC and City agree that YNDC shall:

- a. Assist City with all Welcome Home Ohio grant reporting and administration.
- a. Assist City with homebuyer intake and compliance documentation to ensure all homebuyers meet the WHO requirements and understand the program requirements.
 - I. Determine each homebuyer household is income eligible. <https://www.huduser.gov/portal/datasets/il.html>
 - II. Provide deed restriction language for the twenty year affordability period, and coordinate with Western Reserve Title and Escrow to ensure proper recording with deed.
 - III. Provide enforcement mechanism for the homebuyer occupancy period that requires the homebuyer to occupy the home as a primary

residence and not rent any portion of it for five years after the date of purchase. The penalty for not abiding by this requirement is the homeowner must pay Development \$90,000 reduced by 20 percent (\$18,000) for each full year they owned the property and met the requirements.

- IV. Develop a purchase agreement between City and homebuyers that meets the state program requirements and includes the director of development as a third-party beneficiary.
- b. Provide the required homeowner financial counseling to all eight (8) homebuyers.
- c. Assist City with the marketing of all available units.
- d. List all WHO units on the MLS. A flat fee of \$1,000 will be paid to Realty Reimagined for each sale. YNDC and Tiffany Sokol will not charge any commission on these sales and will only take the fees otherwise set forth herein.
- e. Serve as the developer for all eight (8) units developed through this program.

B. New Home Construction. YNDC and City agree that YNDC shall:

- a. Agree to sell eight (8) new homes to City for a cost of \$343,750 per unit immediately upon completion. The homes will have at a minimum: 3 bedrooms, 2 bathrooms and a 2 car garage.
- b. The homes will be located at the following sites:
 - I. 63 Hawthorne Street: 38-007-0-199.00-0
 - II. 66 Hawthorne Street: 38-007-0-220.00-0
 - III. 68 Hawthorne Street: 38-007-0-198.00-0
 - IV. 203 Poland Avenue: 38-007-0-486.00-0
 - V. 68 Prospect Street: 38-010-0-154.00-0
 - VI. Narcissa Avenue: 38-010-0-259.00-0
 - VII. Narcissa Avenue: 38-010-0-258.00-0
 - VIII. Haywood Boulevard: 38-023-0-334.00-0
- c. If a site listed above needs to be replaced with a new site, YNDC will provide an alternative site for consideration and approval by the Mayor. The Mayor will issue a written approval or denial of the request.
- d. Complete all necessary predevelopment work including surveying, replatting, land clearing, tree removal, zoning, permitting and financing.
- e. Obtain construction financing to construct the homes.
- f. Construct eight (8) new homes on scattered sites in the City of Struthers.

D. Adherence to requirements of the WHO Grants. YNDC hereby agrees to be bound by and to adhere to all requirements and responsibilities that the City has under the WHO Grants including but not limited to the Scope of Work and Budget; Program Guidelines; Reporting Requirements; Program Policy Notices; Grant Administration Guidelines; Equal Employment Opportunity requirements; Conflict of Interest requirements; Adherence to State Laws and Regulations; and the Deed restriction requirements. A copy of the WHO Grant Agreement is attached hereto as Exhibit A and incorporated herein.

II. DESCRIPTION OF CITY OF STRUTHERS OBLIGATIONS. City agrees as follows:

A. City obligations: City shall:

- a. Take necessary actions to meet the obligations of the WHO grant including documentation of grant outputs to eight (8) units for the total grant award of \$2,750,000.00.
- b. Enter into a mutually acceptable Agreement with YNDC as the developer and contractor for the new home construction.
- c. Agree to purchase eight (8) new homes from YNDC for a cost of \$343,750.00 per unit immediately upon completion. The homes will have at a minimum: 3 bedrooms, 2 bathrooms and a 2 car garage. City will purchase each unit as soon as a certificate of occupancy is issued.
- d. Agree to Pay to YNDC \$20,000 per unit after the sale of each unit by the City to an eligible homebuyer. This fee is for the provision of the overall project services. It is distinct and separate from the purchase of the homes.

I. TERM AND TERMINATION.

- A. Effective Date. This Agreement shall be in effect commencing with the execution of this Agreement and continue until the completion of all construction as provided herein.
- B. Default. The failure of either party to perform any material obligation hereunder within a reasonable time period (not to exceed 30 days) after written notice by the other party of such nonperformance shall entitle the other party, at its option, to terminate this Agreement effective immediately upon the expiration of such period.

II. INDEMNIFICATION.

To the extent permitted by Ohio law, the City agrees to be liable for the acts and omissions of its own officers and employees engaged in the scope of their employment arising under this Agreement. The parties agree that nothing herein shall be construed as a waiver of the immunities granted under state and federal law including, but not limited to, those set forth in Ohio Revised Code Chapter 2744.

YNDC hereby agrees to defend and hold harmless City, its affiliates, officers, directors, employees and agents against any and all liability, loss, damages or expenses that City, its affiliates, officers, directors, employees or agents may hereinafter sustain, incur or be required to pay (including court costs and attorney fees) arising from the acts or omissions of YNDC, its officers, employees, agents or representatives, except to the extent caused by or resulting from the negligence or willful misconduct of City or any of its affiliates, officers, directors employees or agents. The obligations

of this Section shall survive termination of the Agreement.

III. INSURANCE.

During the period YNDC is providing construction services hereunder, YNDC agrees to maintain in full force and effect, comprehensive general liability insurance in amounts and with insurance companies acceptable to City. Such insurance shall name City as an additional insured and YNDC shall provide City a certificate confirming such coverage. All insurance required by this Agreement shall contain a provision which requires notification to the other party (30) days in advance of any cancellation, non-renewal, or material change in the policy terms. Both parties shall provide the other with a certificate evidencing the required insurance coverage prior to commencing services under this Agreement. Both parties warrant that it will always have in force during the term of this Agreement, a policy of Worker's Compensation Insurance and Unemployment Compensation insurance which meets all federal and state requirements.

IV. MODIFICATION AND WAIVER.

This Agreement supersedes all prior discussions and agreements between YNDC and City with respect to the matters herein contained. A waiver on one occasion shall not be deemed to be a waiver of the same or of any other breach on a future occasion. This Agreement may be modified or amended only by writing signed by all of the parties hereto.

V. SUCCESSORS AND ASSIGNS.

Except as otherwise provided herein, this Agreement shall be binding upon, and shall inure to the benefit of, the parties, their heirs, executors, legal representatives, successors and assigns; provided, however, that this Agreement shall not be assignable by either party without prior written consent of the other party.

VI. GOVERNING LAW.

This Agreement shall be governed by, construed, and interpreted under the laws of the State of Ohio, excluding its rules regarding conflicts of laws.

VII. SEVERABILITY.

If any provision or term of this Agreement, not being of a fundamental nature, is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not be affected.

VIII. COUNTERPARTS; EXECUTION OF AGREEMENT.

The parties are permitted to execute this Agreement in one or more counterparts, each of such counterparts is to be deemed to be an original copy of this Agreement and all of which, when taken together, are to be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic mail or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) is to constitute effective execution and delivery of this Agreement as to the parties. Signatures of the parties transmitted by electronic mail, or other means of electronic transmission are to be deemed to be their original signatures for all purposes.

IX. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the Parties concerning the subject matter hereof, and there are no promises, agreements, conditions, understandings, warranties, or representations (oral or written, express or implied) regarding the subject matter of this Agreement other than as set forth in this Agreement. Any and all prior agreements with respect to the subject matter of this Agreement are hereby revoked and forever terminated. This Agreement is, and is intended by the Parties hereto to be, an integration of any and all prior agreements or understandings (oral or written) with respect to the subject matter of this Agreement, and this Agreement shall not be amended or modified except upon the mutual written agreement of the Parties.

XII. INDEPENDENT CONTRACTOR.

City and YNDC agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. The parties further agree that YNDC is an independent Contractor and assumes all responsibility for any

federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. It is understood that persons performing work under this Agreement are not employees of the City for purposes of this Agreement.

XIII. ASSIGNMENT.

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted, or subgranted by YNDC without the prior express written consent of the City.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Youngstown Neighborhood Development Corporation

City of Struthers, Ohio

By: _____
Ian Beniston, Executive Director

By:  _____
Catherine Cercone Miller, Mayor