

ORDINANCE NO. 02-20

**AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ERIE COUNTY HEALTH DEPARTMENT FOR A LEAD HAZARD TESTING AND ABATEMENT PROGRAM AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Lorain, through its Building, Housing and Planning Department (BHP), desires to enter into a subrecipient agreement with the Erie County Health Department (ECHD) for the provision of lead hazard control services; and

**WHEREAS**, said agreement shall provide for the expenditure of Community Development Block Grant (CDBG) funds in an amount not to exceed One Hundred Twenty-Five Thousand Six Hundred Fifty Dollars (\$125,650.00), consisting of Fifty Thousand Dollars (\$50,000.00) for each of fiscal years 2024 and 2025, and the remaining balance of Twenty-Five Thousand Six Hundred Fifty Dollars (\$25,650.00) from previous years; and

**WHEREAS**, the purpose of this program is to identify and remediate lead-based paint hazards, with a particular focus on protecting households with young children; and

**WHEREAS**, ECHD was awarded \$1.5 million dollars from the Department of Housing and Urban Development (HUD) through HUD's Lead Hazard Reduction funding to address Lead-Based Paint/Lead Hazard Testing and Abatement; and

**WHEREAS**, On June 6, 2017, Lorain City Council Approved Resolution 23-17 for match funding for the Lead-Based Paint/Lead Hazard Testing and Abatement Program administered by the ECHD and in partnership with the Lorain County Health District; and

**WHEREAS**, ECHD is permitted by HUD to allocate a maximum of Thirty Thousand Dollars (\$30,000.00) per home; and

**WHEREAS**, ECHD will utilize a combination of grants they receive from their Local Home Beautification, State Revolving Loan and owner/landlord match funding to assist Lorain City owner occupied and qualified rental units whom homes were constructed pre-1978 with correcting lead-based paint hazards especially in homes with young children; and

**WHEREAS**, The City of Lorain will match at a maximum of Fifteen Thousand Dollars (\$15,000.00) of the total per unit project cost in correcting lead-based paint hazards; and

**WHEREAS**, Priority shall be given to families or occupants with children from birth to six (6) years of age who have been diagnosed with lead poisoning or exposure; second-tier priority shall be given to residents with children from birth to six (6) years of age or pregnant individuals; and third-tier priority shall be given to applicants with children from birth to six (6) years of age who visit the home for at least six (6) hours per week; and

**WHEREAS**, ECHD has budgeted relocation funding assistance if necessary for

approximately 100 families from other funding sources and will have the responsibility of identifying alternate housing that may be affected if relocation is required utilizing HUD's occupancy standards and Uniform Relocation Assistance and Real Property Acquisitions policies Act of 1970 (42.U.S.C.4601 and 49 CFR part 24).

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:**

**SECTION I:** The Safety/Service Director of the City of Lorain, Ohio, is hereby authorized to enter into a Subrecipient Agreement with Erie County Health Department, in a form substantially similar to Exhibit A, attached hereto and made a part hereof by reference, and as approved by the Lorain Law Department.

**SECTION II:** That the cost of said agreement shall be in an amount not to exceed One Hundred Twenty-Five Thousand Six Hundred Fifty Dollars (\$125,650.00) and is contingent on compliance with other federal requirements, including environmental reviews, and funds shall be appropriated from the Block Grant Rehab Contractual Service Account #2260.R226.7130.6300.1500.

**SECTION III:** Said program shall provide financial assistance to address lead hazards in both owner-occupied and rental residential units in the City of Lorain, with funding not to exceed Fifteen Thousand Dollars (\$15,000.00) per unit.

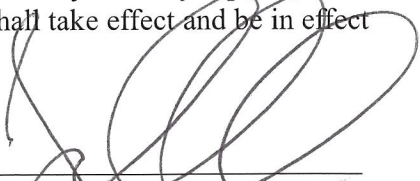
**SECTION IV:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal actions were in meetings open to the public and in compliance with Section 121.22 of the Ohio Revised Code.

**SECTION V:** That this Ordinance is hereby declared to be an emergency measure, the nature of which is the immediate need to comply with funding expenditure deadlines. Therefore, this Ordinance shall take effect immediately upon its passage and approval by the Mayor provided that it meets the statutory requirements for passage; otherwise, it shall take effect and be in effect and in force from and after the earliest date allowed by law.

Passed: May 4, 2026

Attested: Breama Dull, 2026

Approved: May 4, 2026

  
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President of Council

  
\_\_\_\_\_  
Mayor



**SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF LORAIN  
AND  
ERIE COUNTY HEALTH DEPARTMENT  
FOR  
LEAD BASED PAINT HAZARD TESTING AND ABATEMENT PROGRAM**

THIS AGREEMENT, entered this [REDACTED] day of [REDACTED], 2026 by and between the City of Lorain (herein called "the City"), located at 200 West Erie Avenue, Lorain, OH 44052 and administered by the Department of Building, Housing, and Planning (herein called "BHP") and Erie County Health Department (herein called "ECHD") located at 420 Superior Street, Sandusky OH 44870.

ECHD has received a Lead Hazard Reduction Grant from the U.S. Department of Housing and Urban Development (HUD) to conduct lead base paint testing, abatement and remediation.

City of Lorain wishes to engage with the ECHD to eliminate/reduce lead poisoning and the threat of lead to children under the age of six (6). The grant will provide owner occupied and multifamily homes with lead base paint testing, abatement and remediation.

**I. SCOPE OF SERVICE**

A. Activities

The ECHD will be responsible for administering a multiyear Community Development Block Grant (CDBG) to conduct and address lead base paint testing, abatement and remediation.

The City of Lorain has agreed to match a maximum of One Hundred Twenty-Five Thousand Six Hundred Fifty Dollars (\$125,650.00), consisting of Fifty Thousand Dollars (\$50,000.00) for each of fiscal years 2024 and 2025, and the remaining balance of Twenty-Five Thousand Six Hundred Fifty Dollars (\$25,650.00) from previous years to address Lead-Based Paint and Lead Hazard Testing, Abatement and Remediation of low- and moderate-income owner occupied and rental units in the City of Lorain and is contingent on compliance with other federal requirements, including environmental reviews and funding availability.

The City of Lorain will match at a maximum of Fifteen Thousand Dollars (\$15,000.00) of the total per unit eligible project cost of each individual unit assisted by ECHD.

All applicants must meet the Department of Housing & Urban Development (HUD) and ECHD income guidelines of at least 80% of the area median income (AMI) or below. The ECHD Lead Hazard Reduction Program is in a manner satisfactory to BHP and consistent with any standards required as a condition of providing these funds.

## Project Description

Type of Project:	Lead Hazzard Reduction Program
Project Location:	City Wide
Service Area:	LMH
Matrix Code:	14I
Basic Eligibility	Lead-Based Paint/Lead Hazards Testing/Abatement
Citation	24 CFR 570.202(f) or 42 USC 5305(a)(26). Housing rehabilitation activities with the primary goal of evaluating housing units for lead-paint hazards and reducing lead-based paint/lead hazards in units. For lead-based paint/lead hazards screening of persons, use 05P.
Amount Funded	\$125,650.00

## Program Delivery

Homeowner/Household awards will be given to qualified Lorain City residents, with priority given to families/occupants with lead poisoned or exposed children from birth to 6 years of age. The second, tier priority will go to qualified applicants with children from birth to 6 years of age or pregnant mothers. Third tier priority will be given to qualified applicants who have children birth to 6 that visit the home at least 6 hours or more per week. Applicants' homes will not exceed 80% AMI.

ECHD will blend HUD's Lead Hazzard Reduction Grant with the City of Lorain's CDBG, and several other grants administered by ECHD i.e. Local Home Beautification, State Revolving Loan and owner/landlord match to assist the homeowner. These funds are utilized to help low- and moderate-income individuals stay in their homes by fixing maintenance issues such as replacing windows, doors and enclosing/encapsulating deteriorated lead paint. In addition, ECHD, provides a comprehensive range of family-focused housing services for Lorain County residents:

- Older Adult Services
- Community Services
- Emergency Properness
- Dental Care Services
- Mental Health Services
- Food Safety Services
- Lead Hazard Reduction Services
- Many Other Services

## **General Administration**

ECHD will establish and maintain administrative, financial, reporting, and record-keeping systems consistent with the requirements of the CDBG program and other applicable federal, state, and local requirements. These activities generally consist of the following elements:

1. Establish a financial and record-keeping system for the project.
2. Delay the commitment of any funds until an environmental review is completed.
3. Complete applicable civil rights requirements.
4. Follow the City CDBG Procurement Procedures.
5. Comply with applicable federal labor standards on construction work.
6. Submit all invoices, permits, final inspection reports, contractors selection process, pictures, and proof of payment reports to BHP.
7. Resolve all monitoring issues, if identified.

### **B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low-and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having urgency, as defined in 24 CFR 570.208. ECHD certifies that the activities carried out under this Agreement will meet the following National Objective: Benefiting low- and moderate-income persons under the subcategory of benefiting Low- and moderate-Income Limited Clientele.

CDBG funding requires that approximately 51% of the beneficiaries of this activity must be low-moderate income persons. In determining the beneficiaries of activities as LMI, activities may be of such a nature and in such a location that it can be concluded that clients are primarily LMI. The homes that ECHD will be performing work on are in a primarily LMI area and the mission is to help families build and improve places to call home. ECHD requires that applicants are at or below 80% of LMI.

### **C. Levels of Accomplishment – Goals and Performance Measures**

The levels of accomplishment may include such measures as cost of work, description of work performed, and evidence of completion with photographs.

This activity is of such a nature and in such a location that it can be concluded that the clients are primarily LMI and as such all beneficiaries will be reported as moderate-income unless ECHD provides information to support reporting beneficiaries under another income category. The ECHD will at minimum provide the race/ethnicity of each person residing in their homes at the time the agreement is executed and at the time the work is complete.

D. Staffing

ECHD shall assign staff as necessary to carry out the provisions of this agreement. Procurement of professional services and construction contracts shall meet the requirements of federal, state, and local laws, and this contract as outlines in Appendix C.

E. Performance Monitoring

BHP will monitor the performance of ECHD against goals and performance standards as stated above. Substandard performance as determined by BHP will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by ECHD within a reasonable period after being notified by BHP and the City, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of ECHD shall start on the [redacted] of [redacted] 2026, and end on the [redacted] day of [redacted] 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which ECHD remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Erie County Health Department	
Item	Amount
CDBG: Lead Hazzard Reduction Program	\$125,650.00
<b>Total:</b>	<b>\$125,650.00</b>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, BHP may require a more detailed budget breakdown than the one contained herein and as outlined in Appendix A, and ECHD shall provide such supplementary budget information in a timely fashion in the form and content prescribed by BHP. Any amendments to the budget must be approved in writing by both the City and ECHD.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed One Hundred Twenty-Five Thousand Six Hundred Fifty Dollars (\$125,650.00) yearly without the written consent of the City of Lorain. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with the performance and special conditions. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with the performance and special conditions. No invoices shall be paid without the final reporting documents as outlined in Appendix B.

The ECHD shall be reimbursed with the submission of original invoices to BHP together with proper supporting documentation, for the services described in this agreement. Supporting documentation shall include:

- Invoice
- E Mail approving work to be completed
- Residents' application (Which includes identification, demographics, ROI, ownership, proof of income, financial statements, income calculations, and environmental reports.
- Scope of work
- Contractor selection
- Copies of permits and final inspection reports
- Before Photos

Ineligible expenses include costs of operating or maintaining public facilities/improvements, costs of purchasing construction equipment, income payments, food and drink, and political activities. Payments may be contingent upon certification of ECHD's financial management system in accordance with the standards specified in 24 CFR 85.20. *Please note: In some cases, the City may request additional information for clarity.*

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via e-mail. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

City of Lorain  
Rey Carrion  
Director: Safety/Service  
City of Lorain  
200 West Erie Avenue, 7<sup>th</sup> Floor  
Lorain, Ohio 44052  
440-204-2011

Erie County Health Department  
Robert England  
Chief  
Office of Lead Hazzard Control  
420 Superior Street  
Sandusky, OH 44870  
216-626-5623

**VI. SPECIAL CONDITIONS**

No payment will be made without invoices, proof of payment(s), and before and after photos, and report as outlined in Appendix B.

**VII. GENERAL CONDITIONS**

**A. General Compliance**

ECHD agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) ECHD does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) ECHD does not assume the recipient's responsibility of initiating the review process under the provisions of 24 CFR 52. ECHD also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. ECHD further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. "Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. ECHD shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

**C. Hold Harmless**

ECHD shall hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of ECHD performance or nonperformance of the services or subject matter called for in this Agreement.

**D. Worker's Compensation**

ECHD shall provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

**E. Insurance & Bonding**

ECHD shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. ECHD bears the risk of loss for materials and items purchased prior to the City approving of the invoice reflecting the purchase of said materials and items.

**F. Grantee Recognition**

ECHD shall insure recognition of the role of the Community Development Block Grant in providing services through this Agreement.

All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.

In addition, BHP will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**G. Amendments**

The City or ECHD may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City Law Director. Such amendments shall not invalidate this Agreement, nor relieve or release the City or ECHD 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 ECHD.

**H. Suspension or Termination**

In accordance with 2 CFR 200, the City may suspend or terminate this Agreement if ECHD 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 ECHD to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by ECHD to BHP reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the City or ECHD, 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.

## VIII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

ECHD agrees to comply with 2 CFR 200 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

ECHD shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record Keeping

#### 1. Records to be Maintained

ECHD shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the 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 demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### 2. Retention

ECHD 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 of Lorain's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time.

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.

3. Client Data

ECHD 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 BHP monitors or their designees for review upon request.

4. Disclosure

ECHD understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the ECHD's responsibilities with respect to services provided under this contract, is prohibited by the Public Records Act as set forth in O.R.C. 149.43 unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

ECHD'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 the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Department has control over CDBG funds, including program income.

6. Audits & Inspections

ECHD records with respect to any matters covered by this Agreement shall be made available to the City, the grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by ECHD within 30 days after receipt by ECHD. Failure of the ECHD to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. ECHD hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures**

1. **Program Income**

ECHD shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by ECHD shall comply with the requirements set forth at 24 CFR 570.504.

By way of further limitations, ECHD may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. **Indirect Costs**

If indirect costs are charged, ECHD will develop an indirect cost allocation plan for determining the appropriate ECHD's share of administrative costs and shall submit such plan to BHP for approval, in a form specified by BHP.

3. **Payment Procedures**

The City will pay to ECHD funds available under this Agreement based upon information submitted by ECHD and consistent with any approved budget and the City's policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by ECHD, 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 ECHD accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of ECHD.

4. **Progress Reports**

ECHD shall submit regular Progress Reports to BHP in the form, content, and frequency as required by BHP.

D. **Procurement**

1. **Compliance**

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

2. **OMB Standards**

Unless specified otherwise within this agreement, ECHD shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. **Travel**

ECHD 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 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. ECHD shall transfer to the City any CDBG funds in 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 ECHD's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 may not change the use from that for which the acquisition or improvement was made unless affected citizens are provided with reasonable notice of, and opportunity to comment on, any proposed change, and the new use of such property qualifies as meeting one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If HFH fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective, ECHD 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.

The real property acquired or improved under this Agreement will no longer be subject to any CDBG requirements at such time as five years after the close out of the City of Lorain's participation in the entitlement CDBG Program.

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 ECHD 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.

**IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

ECHD agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. ECHD shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. ECHD also agrees to comply with applicable City of Lorain ordinances, resolutions and policies concerning the displacement of persons from their residences.

**X. PERSONNEL & PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**

ECHD agrees to comply with local and state civil rights 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

ECHD agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract 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, ECHD 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 of Lorain and the United States are beneficiaries of and entitled to enforce such covenants. ECHD, 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

ECHD agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. BHP shall provide ECHD 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

ECHD agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to ECHD to assist in the formulation of such a program. ECHD shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

ECHD 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 contract.

As used in this contract, 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 Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. ECHD 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

ECHD shall furnish and cause each of its own divisions or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the 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

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

ECHD will include the provisions of Paragraphs X.A, Civil Rights, and 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 divisions or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

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

## 2. Labor Standards

ECHD 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. ECHD 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. ECHD 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.

ECHD agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve HFH of its obligation, if any, to require payment of the higher wage. ECHD shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

## 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, ECHD and any of ECHD's subrecipients and subcontractors.

Failure to fulfill these requirements shall subject the City, ECHD and any of the ECHD's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. ECHD certifies and agrees that no

contractual or other disability exists that would prevent compliance with these requirements.

ECHD further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701).

Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project to be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

ECHD further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

ECHD certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

ECHD 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.

c. Subcontracts

ECHD 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 the grantor agency.

ECHD 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.

4. Drug-Free Workplace

ECHD will continue to provide a drug-free workplace by:

- a. Maintaining a Zero Tolerance Drug Policy;
- b. Posting in conspicuous places available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in ECHD's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of ECHD that ECHD maintains a drug-free workplace.

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

- i. The dangers of drug abuse in the workplace;
- ii. ECHD's policy of maintaining a drug-free workplace;

- iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  
- v. Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

D. **Conduct**

1. **Assignability**

ECHD shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to ECHD from the City under this contract 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 the City.

2. **Subcontracts**

a. **Approvals**

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

b. **Monitoring**

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

c. **Content**

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

d. **Selection Process**

ECHD 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

ECHD 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

ECHD agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- a. ECHD 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 ECHD 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.
- b. 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 the purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of ECHD, ECHD, or any designated public agency.

5. Lobbying

ECHD 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 Departments shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. ECHD certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, ECHD understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

6. Copyright

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

7. Religious Activities

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

**XI. ENVIRONMENTAL CONDITIONS**

A. Air and Water

ECHD agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- 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;
- 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 U.S.C. 4001), ECHD shall assure that for activities located in an area identified by the Federal Emergency Management Agency (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

ECHD 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 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-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. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

ECHD agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. 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.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

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

**XIV. WAIVER**

The City's failure to act with respect to a breach by ECHD 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 of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the City and ECHD 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 ECHD with respect to this Agreement.

**XVI. NO THIRD-PARTY BENEFICIARIES**

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

**XVII. GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of Ohio. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in Lorain County, OH, and, if necessary for exclusive federal questions, the United States Northern District Court of Ohio.

IN WITNESS WHEREOF, this Contract has been executed and delivered and is effective on the latest date set forth below. Parties hereby acknowledge that they have read and fully understand this Contract.

BY: \_\_\_\_\_  
**Robert L. England/Chief** **Date**

Erie County Department of Health  
Office of Lead Hazzard Reduction and Healthy Homes  
420 Superior Street  
Sandusky, OH 44870

BY: \_\_\_\_\_  
**Matthew Kusznr, Director** **Date**

Building, Housing & Planning Department  
200 W. Erie Avenue – 5<sup>th</sup> Floor  
Lorain, OH 44052

BY: \_\_\_\_\_  
**Rey Carrion, Safety/Service Director** **Date**

City of Lorain  
200 W. Erie Avenue – 7<sup>th</sup> Floor  
Lorain, OH 44052

BY: \_\_\_\_\_  
**Approved as to Form** **Date**

City of Lorain – Law Department  
200 W. Erie Avenue – 3<sup>rd</sup> Floor  
Lorain, OH 44052

# APPENDIX A



**Lead Hazzard Reduction Program**  
Erie County Department of Health  
Office of Lead Hazzard Control and Healthy Homes  
420 Superior Street  
Sandusky, OH 44870

## Budget

Erie County Health Department	
Item	Amount
CDBG: ECHD Subrecipient Award Budget	\$125,650.00
<b>Total:</b>	<b>\$125,650.00</b>

*\*This budget may not reflect the entire expenses for the project, only what the grant can cover.*

# APPENDIX B



**Lead Hazzard Reduction Program**  
Erie County Department of Health  
Office of Lead Hazzard Control and Healthy Homes  
420 Superior Street  
Sandusky, OH 44870

## Performance

# Erie County Health Department Lead Hazzard Reduction Program

## Checklist of Required Documents

	Date	Initials
1. Invoice	_____	_____
2. Match Approval Email	_____	_____
3. Application	_____	_____
<ul style="list-style-type: none"> <li>○ Photo ID (s)</li> <li>○ Occupant Information</li> <li>○ Household Income &amp; Employment Verification</li> <li>○ Income Eligibility Calculator (CPD form)</li> <li>○ Certification of Birth and Release of Health Information</li> <li>○ Release of Information (ROI) (If applicable)</li> <li>○ Race and Ethnic Data</li> <li>○ Owner Occupied Proof of Ownership (If applicable)</li> </ul>		
○ Property Management & Tenant Agreement (If applicable)		
4. Lorain County Auditor Printout	_____	_____
5. Homeowner's Insurance (If applicable)	_____	_____
6. Lead Based Paint Risk Assessment Report	_____	_____
7. Scope of Work	_____	_____
8. ERR/SHPO/Radon Report	_____	_____
9. Permits	_____	_____

- 10. Final Inspection \_\_\_\_\_
- 11. Copy of Check/Proof of Payment \_\_\_\_\_

**Please note:** Due to Erie County’s Health District accounting practices, upon project completion and a final “Passed” inspection report, the City of Lorain will release payment. ECHD will then submit proof of payment to the City of Lorain after they have received payment.

*In some cases, the City may request additional information for clarity*

# APPENDIX C



**Lead Hazzard Reduction Program**  
Erie County Department of Health  
Office of Lead Hazzard Control and Healthy Homes  
420 Superior Street  
Sandusky, OH 44870

## Workflow

**Erie County Health Department/City of Lorain  
Lead Project**

<b>Intake/Client Application</b>			
<b>Erie County Health Department</b>	<b>Point Person</b>	<b>City of Lorain</b>	<b>Point Person</b>
Identify application intake	ECHD: Vince	Review applicants' packets for compliance and funding availability	City of Lorain: Ed Garcia
Initial approval of income and ownership (Income eligibility)	ECHD: Vince		
Send City email requesting approval of project	ECHD: Vince	Notify ECHD of approval of applicant via email	City of Lorain: Ed Garcia
<b>Scope of Work Required</b>			
<b>Erie County Health Department</b>	<b>Point Person</b>	<b>City of Lorain</b>	<b>Point Person</b>
Conducts scope of work	ECHD: Vince		NA
<b>Contractor Procurement</b>			
<b>Erie County Health Department</b>	<b>Point Person</b>	<b>City of Lorain</b>	<b>Point Person</b>
Contractors' selection and procurement process	ECHD: Vince		NA
<b>Environmental Review</b>			
<b>Erie County Health Department</b>	<b>Point Person</b>	<b>City of Lorain</b>	<b>Point Person</b>
Conduct Environmental Review Process	ECHD: Vince		NA
<b>Inspection/Construction in Progress</b>			
<b>Erie County Health Department</b>	<b>Point Person</b>	<b>City of Lorain</b>	<b>Point Person</b>
ECHD emails the City for final inspection	ECHD: Vince	Conducts Inspections	City of Lorain: Tracy
<b>Payments</b>			
<b>Erie County Health Department</b>	<b>Point Person</b>	<b>City of Lorain</b>	<b>Point Person</b>
ECHD forwards final documents/invoice once a project is completed, and reimbursement is requested.	ECHD: Vince	Reviews invoices, proof of payment, and any other required documentation to ensure project file is compliant	City of Lorain: Ed Garcia

		with HUD/City requirements	
		Request payment	City of Lorain: Ed Garcia
<b>Project Close Out</b>			
<b>Erie County Health Department</b>	<b>Point Person</b>	<b>City of Lorain</b>	<b>Point Person</b>
Once payment is received from the City, ECHD will provide proof that the check was received	ECHD: Vince		

# City of Lorain



## Lead Hazard Reduction Program Policies and Procedures

Department of Building, Housing and Planning  
200 West Avenue  
Lorain, OH 44052

## **I. Program Description**

Erie County Health Department (ECHD) project area includes both Erie and Lorain County Health Districts. ECHD will work alongside Lorain County Health Department to reduce lead hazards. ECHD's target population is low to moderate income residents in compliance with HUD selection criteria for children under 6 years of age residing in owner-occupied units constructed prior to 1978.

## **II. Erie County Health Department (ECHD)**

ECHD provides services and regulates matters pertaining to the public health and safety within Erie County, Ohio. The Erie County Board of Health has tasked the administrative staff with the goal of seeking out opportunities to reduce the impacts of blood lead poisoning on children within the health district.

## **III. The City of Lorain and Erie County Health Department Collaborative**

The City of Lorain will match at a maximum of 35% of the total project cost to cover the cost of owner-occupied and rental units. ECHD will blend HUD dollars with the City of Lorain's CDBG, Local Home Beautification, State Revolving Loan and owner/landlord match to assist the homeowner. These funds are utilized to help low- and moderate-income individuals stay in their homes through fixing maintenance issues the owner is financially unable to afford, such as replacing windows, doors and enclosing/encapsulating deteriorated lead paint.

## **IV. Environmental Review (ER)**

ECHD will be completing the Tier One and Tier Two Environmental Reviews (ER) for all properties receiving funding through this initiative. ECHD Environmental Review Specialist (ERS) will also complete the Historic Review (HR) approvals for all properties receiving lead-based paint hazard reduction assistance through the Ohio Historic Preservation Office (OHPO). All approved ER's will be entered into the HEROS workspace.

### **I. Subrecipient Selection Process:**

1. Subgrantee: As the primary Department of Housing and Urban Development (HUD) grantee, ECHD has selected Lorain County Health District (LCHD) as the collaborating

partner for Lorain County. LCHD was selected by ECHD as the agency that will act on behalf of ECHD. LCHD will continue to effectively meet the needs of Lorain City Residents. LCHD services include inspections of property for hygiene, safety, conducts lead based paint education, investigations and screenings, conducts home visits to prenatal and postpartum woman, newborn home visits, children and medical handicaps, and provides all age groups with immunizations and health education.

2. Contractors: ECHD determines the contractor(s) selection process. Contractors are selected based on their holding of a current lead abatement contractor license. All contractors will hold a current lead abatement contractor license. All contractors will provide proof of current general liability insurance and workers compensation coverage prior to commencement of the project work at the beginning of each calander year.
3. Laboratory Services: ECHD utilizes Schneider Laboratory based out of Richmond Virginia to perform and analysis dust and soil samples. Schneider is a National Lead Laboratory Accreditation Program (NLLAP) approved laboratory. The data will then be used for risk assessment and clearance reports.

#### **V. Prioritization of Properties**

ECHD determines the final ranking of the unit to be assisted based on the eligibility and priority status of all applications submitted: Selection and prioritization of units for inclusion in the program is dependent on the following:

- ✓ Hazards determined in the Lead Inspection Risk Assessment (LIRA) Report
- ✓ Age and condition of unit
- ✓ Percent of AMI (area median income) level
- ✓ Number of children <6 years old living in or regularly visiting the unit
- ✓ Blood lead level data and lead hazard control orders associated with unit
- ✓ Demographic information of applicants
- ✓ Structural integrity of unit
- ✓ Visual assessment of unit
- ✓ Estimated cost for remediation
- ✓ Potential for contributing resources (local match)
- ✓ Flood plain management data
- ✓ Property tax status of unit (homes delinquent on property taxes are ineligible)
- ✓ Number of occupants in unit
- ✓ Potential for conflicts of interest including family members of project partners, lead abatement contractors and their family members, and others associated with grant partners. Employees of project partners are not eligible for funding
- ✓ Applicants submitting applications for multiple properties
- ✓ Units previously receiving funding for lead abatement within the past 20 years

## **VI. Temporary Relocation**

ECHD has budgeted relocation funding assistance for approximately 100 families. ECHD will have the responsibility of identifying alternate housing for displaced families. Every effort will be made to identify friends or family members who may be able to provide temporary housing while the work is ongoing. ECHD will utilize HUD's occupancy standards and Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (42.U.S.C.4601 and 49 CFR part 24).

URA policy is utilized to ensure that the fair and equitable treatment of families/individuals is displaced as a direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance.

It provides important protection and assistance for people affected by projects involving acquisition, rehabilitation, or demolition of real property. ECHD will make every effort to relocate the family/individual to a nearby location, especially to maintain the same school district, if applicable.

Relocation costs will be covered within the job cost limitations established in the ECHD budget. In most cases, relocation will last no longer than necessary (usually 10 days or less). Families/individuals will be allowed to return to the property upon completion of a successful clearance examination.

## **VII. Applicant Selection**

Homeowner/Household grant awards will be given to qualified Lorain City residents, with priority given to families/occupants with lead poisoned or exposed children from birth to 6 years of age. The second, tier priority will go to qualified applicants with children from birth to 6 years of age or pregnant mothers. Third-tier priority will be given to qualified applicants who have children birth to 6 that visit the home at least 6 hours or more per week. Applicants' homes will not exceed 80% AMI. Income is verified by obtaining a hard copy from employer, documented verbal third party, and tenant/landlord declaration. In some cases, ECHD may accept a notarized statement certifying their reported income.

## **VIII. Occupant Protection**

Each project will require that an Occupant Protection Plan be developed by the lead abatement contractor in accordance with HUD Guidelines and Ohio regulations (40 CFR 745.227). The lead abatement contractor will be required to submit this plan to ECHD prior to the start of the project. The plan shall remain at the worksite for the duration of the project and shall consider the safety of the occupants and their belongings. ECHD will randomly review the Occupant Protection Plans for compliance purposes.

## **IX. Blood Lead Level Testing and Program Referral**

Blood testing requirements (Ohio Administrative Code 3701-30-02) state that primary health care providers of children under six years of age shall determine if the child has had a blood lead screening test. If the child has not had a blood lead screening test and is between the ages of nine months and seventy-two months, the provider shall determine if the child is at risk of lead poisoning.

If any child under six years of age is determined to be at risk of lead poisoning but has not had a blood lead screening test or has had a blood lead screening test but the results are not available, the primary health care provider shall order a blood lead screening test.

It is recommended that a child at risk of lead poisoning has a blood lead screening test at the time of the child's one and two year well child visits and annually thereafter as medically indicated.

## **X. Process for Developing Work Specifications**

Upon completion of the lead/risk and healthy homes assessment a report shall be submitted to the ECHD for review and assignment to an Ohio Department of Health Licensed Lead Abatement Contractor that is enrolled in the Lead-Based Paint Hazard Control Grant as a contractor. The ECHD shall assign the project according to the contractor in rotation.

ECHD Program Manager or his/her designee shall meet at the project site with the property owner and contractor for a project evaluation meeting to determine the best course of reducing lead hazards by using either abatement or interim controls.

The ECHD Program Manager or his/her designee and contractor will obtain all measurements and quantities for producing project cost estimate/specifications for the project. The Program Manager or his/her designee will then use the project estimator excel spreadsheet and reference the Residential Repair & Remodeling Costs and/or the Means Residential Cost Data estimating manuals for determining cost estimates for contractors.

## **XI. The Evaluation Process**

Once final clearance has been achieved, the contractor will schedule a final walk through with the homeowner and Program Manager or his/her designee. Punch-list items will be addressed prior to the final walk-through meeting. Larger projects may require a walk-through prior to the final walk-through meeting to allow the contractor ample time to correct any deficiencies.

All final documentation and final payment authorization documents will be signed and submitted to the Program Manager or his/her designee at the conclusion of the meeting. The homeowner will then receive the ongoing maintenance documentation, which identifies all the work items that require his/her ongoing monitoring to ensure the home remains lead safe.

All documents will be provided by the Program Manager or his/her designee at this meeting and be listed on a final paperwork check list to be signed by homeowner acknowledging

receipt. If for any reason the work is deemed unacceptable by the Program Manager or his/her designee or the homeowner, the contractor will not receive final payment until the work is corrected and approved.



## CITY OF LORAIN

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### **City Council Regular Meeting**

**8. c.**

**Meeting Date:** 05/04/2026

**Submitted by:** Matt Kuszniir, Director

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### **AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:**

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH ERIE COUNTY HEALTH DEPARTMENT FOR A LEAD HAZARD TESTING AND ABATEMENT PROGRAM AND DECLARING AN EMERGENCY

### **PURPOSE AND BACKGROUND:**

WHEREAS, the City of Lorain, through its Building, Housing and Planning Department (BHP), desires to enter into a subrecipient agreement with the Erie County Health Department (ECHD) for the provision of lead hazard control services; and

WHEREAS, said agreement shall provide for the expenditure of Community Development Block Grant (CDBG) funds in an amount not to exceed One Hundred Twenty-Five Thousand Six Hundred Fifty Dollars (\$125,650.00), consisting of Fifty Thousand Dollars (\$50,000.00) for each of fiscal years 2024 and 2025, and the remaining balance of Twenty-Five Thousand Six Hundred Fifty Dollars (\$25,650.00) from previous years; and

WHEREAS, the purpose of this program is to identify and remediate lead-based paint hazards, with a particular focus on protecting households with young children; and

WHEREAS, ECHD was awarded \$1.5 million dollars from the Department of Housing and Urban Development (HUD) through HUD's Lead Hazard Reduction funding to address Lead-Based Paint/Lead Hazard Testing and Abatement; and

WHEREAS, On June 6, 2017, Lorain City Council Approved Resolution 23-17 for match funding for the Lead-Based Paint/Lead Hazard Testing and Abatement Program administered by the ECHD and in partnership with the Lorain County Health District; and

WHEREAS, ECHD is permitted by HUD to allocate a maximum of Thirty Thousand Dollars (\$30,000.00) per home; and

WHEREAS, ECHD will utilize a combination of grants they receive from their Local Home Beautification, State Revolving Loan and owner/landlord match funding to assist Lorain City owner occupied and qualified rental units whom homes were constructed pre-1978 with correcting lead-based paint hazards especially in homes with young children; and

WHEREAS, The City of Lorain will match at a maximum of Fifteen Thousand Dollars (\$15,000.00) of the total per unit project cost in correcting lead-based paint hazards; and

WHEREAS, Priority shall be given to families or occupants with children from birth to six (6) years of

age who have been diagnosed with lead poisoning or exposure; second-tier priority shall be given to residents with children from birth to six (6) years of age or pregnant individuals; and third-tier priority shall be given to applicants with children from birth to six (6) years of age who visit the home for at least six (6) hours per week; and

WHEREAS, ECHD has budgeted relocation funding assistance if necessary for approximately 100 families from other funding sources and will have the responsibility of identifying alternate housing that may be affected if relocation is required utilizing HUD's occupancy standards and Uniform Relocation Assistance and Real Property Acquisitions policies Act of 1970 (42.USC.4601 and 49 CFR part 24).

**RECOMMENDATION TO COUNCIL:**

Consideration and passage.

**Admin Only**

\_\_\_ Ord. auth the S/S Director to enter into a subrecipient agreement with the Erie County Health Dept. for a lead hazard testing and abatement program.

**Fiscal Impact**

**Funds Available in Current Year Budget (Y/N):** Y  
**Estimated Total Expenditure:** \$125,650.00  
**List of Funding Source and/or Account Number:** CDBG  
**Estimate of Incoming Revenue (fees, grants, etc.):**  
**Financing Requirements (Bonds, Loans, Lease, etc.):**

**Attachments**

Ordinance  
 Exhibit A

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Carrion	Rey Carrion	04/30/2026 05:49 PM
Mayor Bradley	Jack Bradley	04/30/2026 10:51 PM
Harper	Anita Harper	05/01/2026 09:50 AM
P. Riley	Michele Beko	05/01/2026 09:53 AM
Form Started By: Matt Kusznir		Started On: 04/29/2026 04:06 PM
Final Approval Date: 05/01/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		