

LBPHC Participation Agreement

Rental and Owner-Occupied Properties

This LBPHC Participation Agreement describes the requirements for the Property Owner, the Occupant, and the Sub-recipient related to the Lead-Based Paint Hazard Control Program (the “LBPHC Program”) funded by the City of Flint (COF) with a grant from the U.S. Department of Housing and Urban Development (HUD).

Street Address _____ Apt # _____

City _____ State _____ Zip _____

Owner _____

Occupant (Renter) _____

Review of Grant Eligibility & How the Program Works

Home Owners, Rental owners and their tenants may apply if all the following criteria are met:

- The home is built before 1978.
- A child under the age of 6 lives in the home/rental or visits on a documented regular basis.
- The home meets local ordinances and housing codes.
- The home is free of clutter, insects, rodents, and unsanitary conditions.
- Tenant income is within 2023/24 HUD Income Guidelines (subject to change).

Note: Rental units are income qualified based on the tenant(s) income.

How the Program Works After the Application is Approved **timeline may vary for each application*

- A Pre-Resident Participation Agreement Meeting is held with all current round program approved applicants, orientating applicants to LBPHC Program Guidelines for work to commence.
- A pre-bid meeting is scheduled at the house to allow contractors to see the work that needs to be done.
- A COF LBPHC Team Member will contact you to schedule a time to do a lead risk assessment. A report will be mailed with a list of the lead hazards to you the tenant and the owner(s).
- The Contractor with the lowest most responsive bid is awarded the job and the City of Flint will hold the contract with the winning contractor.
- Relocation is required while the lead work is being completed at the home, and it is encouraged that the tenant(s) stay with friends and/or family. If this is not an option, the COF will select and pay for a hotel for relocation. The tenant MUST provide a debit/credit card at check in for any incidentals. Only the individuals listed on the application as living in the home are eligible for relocation. Failure to follow hotel policies may result in a loss of your reservation. SCPH will

not make additional arrangements and the owner and/or tenant are not permitted to return to the home until the lead work is completed and a clearance inspection has been conducted.

- COF LBPHC staff must be made aware of any animals in the home. Boarding of animals is not covered by the program. Animals may NOT be left either inside or outside at the home. If any animals are left, Animal Control will be contacted to remove the animals and the owner will be responsible for any fees to get the animal(s) back.
- COF LBPHC staff will call the owner and tenant to give the date that the contractor will begin lead work. **A time will be scheduled to plan for relocation to a friend or family home or to a hotel with a kitchenette, of COF choosing, paid by the Program. No food will be purchased using the program.**
- The tenant(s) and/or owners will clear areas where work is being done and take down window covers, etc.
- Once lead work begins, no one can enter the residence until it is tested and found lead safe. LBPHC Program staff will call the tenants and advise when they are able to return.
- Additional protocols will be included in the access agreement.

All occupants of the home must follow these guidelines. Failure to comply may result in termination of participation in the Lead Paint Hazard Reduction Grant Program. Please call **000.000.000** if you have questions or concerns.

If you understand and agree to these guidelines, please sign and date below and return after LBPHC Orientation.

Owner Signature _____ Date ____/____/____

Occupant Signature _____ Date ____/____/____

Sub-recipient Signature _____ Date ____/____/____

In consideration of receiving services as a part of the LBPHC Program please read the part of the LBPHC Participation Agreement that applies to your title) as described above, Property Owner (Part I) and Occupant (Part II) and sign below acknowledging you understand and agree to the following:

Part I Occupant Requirements (occupants with no ownership interest):

1. The unit referenced above (home) will be inspected for lead-based paint hazards, and measures will be taken to address the lead-based paint hazards that are identified.
2. My family, my pets, and I may be required to relocate for ten (10) days or more while some or all of the lead hazard control work is being performed. If I am required to temporarily relocate, no entry is allowed at any time, day or night during the length of the project due to the potential for lead exposure and liability issues. Owner-occupants are not eligible for relocation assistance under the LBPHC Program.
3. I agree to have the children occupants under six years of age tested for lead no more than six (6) months before lead hazard control work begins.

4. The contractor that performs the lead hazard control activities has agreed to provide a 12-month warranty. During the 12 months, the contractor will address any necessary repairs related to workmanship.
5. I agree to prepare the area in and around the unit so that the lead hazard control services described in the Scope of Work can take place in an efficient and timely manner. Preparing the area will include, but will not be limited to, (1) removal of all moveable items from work areas (e.g. furniture, valuables, small appliances, personal items, etc.); (2) removal of all pets to an area away from the work site during the entire length of time that the services are being performed; (3) moving all personal belongings and furniture to the center of each room, and (4) making the property available to the contractor, daily during working hours. The lead hazard control services will be postponed or canceled if the home is not prepared as described above and I may be responsible for any costs associated with this delay or may be terminated from the LBPHC Program for failure to provide access to my unit and/or have the work area prepared.
6. I understand that any verbal or physical abuse or threats to COF staff, contractors, or their employees may result in the immediate termination of LBPHCP assistance and that any work performed will be at the expense of the Applicant(s).
7. I agree to notify LBPHC Program staff of any potential issues that may disrupt or inhibit work procedures, including home security systems. I alone will be responsible for all additional costs associated with the home security system, including but not limited to deactivation, wiring, and reactivation, if necessary.
8. I acknowledge and agree that it may be necessary for gutter and downspout systems to be removed to complete specific exterior work on the home (siding, soffit, and fascia). In some cases, if the gutter/downspout system is in good condition, the contractors may reinstall the current system. However, damaged or deteriorated gutter/downspout systems removed to make approved repairs will not be reinstalled.
9. I shall permit the contractor to use, at no cost, existing utilities such as light, heat, electricity, and water that are necessary to complete the lead hazard control services. I will not be required to change or alter existing utilities. Should electricity and/or water not be available, I will be responsible for ensuring that the service is restored immediately.
10. I agree to ensure that the monthly rent, utilities, and any other items that are paid monthly will be paid while the work is in progress, even if the occupants of the home or unit have been relocated.
11. The LBPHC Program will not be responsible for any hazards that may arise after lead hazard control services have been completed and clearance has been achieved, that are caused by remodeling, rehabilitation, structural issues caused by the occupant, the owner, or weather-related damage.
12. I acknowledge that smoke alarm(s), carbon monoxide detectors(s), and fire extinguisher(s) may be installed by the LBPHC Program and I hereby waive any actions or claims of any nature against LBPHC Program representatives and/or contractors resulting from the installation and/or failure of the smoke alarm, carbon monoxide detectors and/or batteries. I agree to hold harmless organizational representatives and contractors from and against all damages of any kind to persons and/or property that result from the installation and failure of any such smoke alarm(s), carbon monoxide detector(s), fire extinguisher and/or batteries in the unit or building.
13. Home insurance, including theft coverage, may be required in some areas. Uninsured properties and/or belongings are not the responsibility of the COF or its LBPHC Program Sub-recipient. Renter's insurance, including THEFT AND FIRE coverage, is strongly encouraged by the LBPHC Program. The LBPHC Program is not responsible for fees due to the detonation of smoke alarms, CO2 alarms, and/or security systems.

14. Upon completion of work, the Owner agrees to allow this property to be listed on the State of Michigan Lead Protection Program Lead Safe Home Registry and understands that this property will be listed by address.
15. I agree that should a situation arise at or near the project site that threatens the safety of LBPHC Program staff, or its contractors or representatives, lead hazard control services shall cease temporarily or permanently, at the discretion of the LBPHC Program Administrator.
16. I agree to defend, and hold harmless the City of Flint, Michigan Department of Health and Human Services, Greater Flint Health Coalition, LBPHC Sub-recipients, and the Local Health Department, its officers, agents and employees from any claims and losses to any person, firm, or corporation who may be injured or damaged by the contractor or subcontractor in the performance of the project.
17. The City of Flint and/or the LBPHC Sub-recipient will have the right to terminate this LBPHC Program Participation Agreement if either the occupant or the owner(s) fails to meet any obligations under this LBPHC Program Participation Agreement, or otherwise obstructs the progress of the project, and reserves the right to recover payment for any work completed.
18. The occupant and/or Owner agrees to let the Lead Protection Program and/or LBPHC Sub-recipients utilize before and after photos of the home, as well as testimony (with names, addresses, personal, and health information removed) from the occupant and/or Owner, for promotional purposes including but not limited to printed materials and website. Some families may be requested to provide written or video testimony when lead hazard reduction services have been completed.
19. If eligible to participate in the supplemental, Healthy Homes program, I agree to participate in post-intervention follow-up, telephone surveys.

Part II Owner Requirements (owners of single-family homes and multi-family rental properties):

1. The home or unit referenced above will be inspected for lead-based paint hazards, and measures will be taken to address the lead-based paint hazards that are identified.
2. The Owner must disclose to tenants/occupants and prospective buyers information that it knows about lead-based paint and lead-based paint hazards before leasing or selling the property. This includes providing tenants/occupants and prospective buyers with an EPA-approved information pamphlet regarding identifying and controlling lead-based paint hazards ("Protect Your Family" pamphlet) and disclosing any known information concerning lead-based paint or lead-based paint hazards. The Owner must also disclose information such as the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces and provide any records and reports on lead-based paint and/or lead-based paint hazards that are available.
3. Federal law prohibits the Owner from discriminating against potential tenants on the grounds of race, religion, gender, ethnic background, and disability. The Owner shall also be prohibited from discriminating against potential tenants on the grounds of marital status, sexual orientation, presence of children, and age. The Owner is also prohibited from participating in retaliatory eviction of tenants in response to knowledge of lead poisoning or other complaints raised by the tenant.
4. The Owner must notify LBPHC Program staff of all potential issues that may disrupt or inhibit work procedures including home security systems. The Owner understands that it will be responsible for any additional costs associated with a home security system (if applicable), including but not limited to deactivation, wiring, and reactivation, if necessary.

5. The Owner understands that it may be required to relocate occupants and pets for up to ten (10) days while lead hazard control services are taking place on the property. Owner-occupants are eligible to receive relocation assistance under the LBPHC Program.
6. The Owner understands that it must make sure that the unit or home is accessible for inspections and lead hazard control services which includes moving ALL possessions and furniture to the center of the room, removing and storing ALL curtains and blinds, and removing or safely securing valuable items. The Owner agrees to ensure that the area in and around the property is prepared so that lead hazard control services described in the Scope of Work can take place on time and in an efficient manner. Preparation of the area will include, but not be limited to, removal of all moveable items from work areas (e.g. furniture, valuables, small appliances, personal items, etc.); removal of all pets to an area away from the work site during the length of the project; and making the property is available to the contractor daily during project working hours. The Owner will ensure that all personal belongings and furniture are moved to the center of each room, in which work shall occur. The Owner understands that if the home or unit is not accessible or properly prepared as described above, this may create a delay in the performance of the lead hazard control services. The Owner understands that it may be held responsible for any additional costs associated with this delay or it may be terminated from the LBPHC Program for failure to provide access to the unit and/or not preparing the work area following this LBPHC Participation Agreement.
7. Electricity and power to the home or unit must remain on for the entire period that the lead hazard control services are taking place because they are needed to complete these activities. If the electricity is turned off, for any reason other than weather-related, the Owner must ensure that electricity is restored immediately so the services can be completed.
8. The Owner may be allowed to contribute additional funds when the home or unit is ineligible because the lead hazard control activities that are required by the Scope of Work, exceed the LBPHC Program maximum subsidy level. If I elect to contribute additional funds and move forward with the Scope of Work, I will have the funds available before the start of lead hazard control services.
9. The contractor that performs the lead hazard control services has agreed to provide a 12-month warranty. During the 12 months, the contractor will address any necessary repairs related to workmanship.
10. The Owner understands that the LBPHC Program encourages adequate homeowner's/property insurance, specifically theft fire, and that it may not hold the LBPHC Program and/or its representatives responsible for damages to uninsured property and belongings or fees associated with the activation of fire, carbon monoxide, or security systems. Home insurance, including THEFT AND FIRE coverage, is strongly encouraged by the LBPHC Program.
11. The Owner agrees to allow its property address to be listed on the MDHHS Lead Information Registry webpage after lead hazard control services have been completed (this requirement applies only to multifamily rental properties). The property will be listed by address.
12. The Owner must give priority in renting the home or unit, as applicable to an Eligible family*. An Eligible family is (1) a family that has a child under the age of six years, (2) the household meets LBPHC hazard control services, (2) the completion of the clearance examination, (3) clearance has been achieved, and (4) any findings or concerns have been resolved (the "Affordability Period"), the Owner shall comply with the following requirements of the Program: (1) marketing to and giving priority to income-eligible families with children under the age of six years and maintaining documentation of the Owner's efforts to comply with this requirement; (2) Failure to market units to income-eligible families with young children will be cause for the recapture of LBPHC Program funds.
13. If the Owner sells the property, during the Affordability Period and the property is a single-family home it must be sold to an income-eligible family or the LBPHC funding must be repaid. If the Owner sells the

property, during the three (3) year period and the property is a multifamily unit, the LBPHC funding must be repaid to the COF-LBPHC Program.

14. The Owner acknowledges and agrees that it may be necessary for gutter and downspout systems to be removed to complete exterior work income requirements.
15. For a three (3) year period that begins after the following have occurred: (1) the completion of lead on the home (siding, soffit, and fascia). In some cases, if the gutter/downspout system is in good condition, the contractors may reinstall the current system. Damaged or deteriorated gutter/downspout systems removed to make approved repairs will not be reinstalled.
16. The Owner shall permit the contractor to use, at no cost, existing utilities such as light, heat, electricity, and water necessary to complete the lead hazard control activities. The Owner will not be required to change or alter existing utilities.
17. The Owner agrees to continue to pay the monthly mortgage or rent, utilities, and any other items that they routinely pay while the work is in progress even if, occupants or the Owner is relocated.
18. The Owner certifies by its signature(s) below that the property taxes on this unit are paid up to date. The home is not eligible for the LBPHC Program if the property taxes are not paid or if delinquent taxes are not enrolled in a payment plan and regular payment receipts are provided.
19. The Owner confirms the home meets local ordinances and housing codes.
20. The Owner/Tenant confirms the home is free of clutter, insects, rodents, and unsanitary conditions.
21. The LBPHC Program will not be responsible for any hazards that may arise after lead hazard control services are complete and clearance is achieved, caused by remodeling, rehabilitation, structural issues caused on the Owner's part, or weather-related damage. The Owner acknowledges that routine maintenance on the home is required, more specifically on the component(s) on which lead hazard control services are performed. This routine maintenance is NOT the responsibility of the LBPHC Program. *For example, it is the responsibility of the Owner to re-caulk windows whenever necessary. The Owner is responsible for regular monitoring of all areas on its property after work is complete.*
22. Smoke detector(s) and/or carbon monoxide detector(s) and fire extinguisher(s) may be installed during the process of receiving lead hazard control services. The Owner acknowledges that it is its responsibility to perform routine testing and maintenance of these devices. The Owner understands that these detectors will expire and agrees, upon expiration, to replace these items at the Owner's cost. The Owner hereby waives any actions or claims of any nature against LBPHC Program representatives and/or contractors resulting from the installation and/or failure of the smoke detector(s), carbon monoxide detectors, and/or batteries. The Owner agrees to hold harmless all organizational representatives and contractors from and against all damages of any kind to persons and/or property, resulting from the installation and failure of such smoke detector(s), carbon monoxide detector(s), and/or batteries in the referenced property. The Owner will be required to certify that smoke detector(s) and carbon monoxide detector(s) are in proper working order upon completion of the lead hazard control services. The Owner is responsible for testing and if necessary, replacing batteries in all installed detectors and alarms every six months or sooner, if needed. The owner is responsible for the maintenance, cleaning, and care of installed equipment.
23. The Owner understands and agrees that if a situation should arise at or near the unit or home that threatens the safety of the Sub-recipient, contractors, or its representatives, lead hazard control services shall cease temporarily or permanently at the discretion of the Sub-recipient.

24. The Owner agrees to defend and hold harmless the City of Flint, the Greater Flint Health Coalition, the Sub-recipient, and the Local Health Department, its officers, agents, and employees from any claims and losses to any person, firm, or corporation who may be injured or damaged by the contractor or subcontractor in the performance of the project.
25. The City of Flint and/or the Sub-recipient will terminate this LBPHC Participation Agreement if the Owner fails to meet any obligations herein, or otherwise obstructs the progress of the lead hazard control services, and reserves the right to recover payment from the Owner related to work completed before termination.
26. The Owner agrees to let the Lead Protection Program and/or Sub-recipient utilize before and after photos of the home, as well as testimony for promotional purposes including but not limited to printed materials and website (names, addresses, personal, and health information will be removed). Some families may be requested to provide written or video testimony when lead hazard control services are completed.
27. If eligible to participate in the supplemental, Healthy Homes Program, the Owner agrees to participate in post-intervention follow-up telephone surveys.

Part III Sub-recipient Requirements:

1. Only City of Flint-approved Michigan licensed lead professionals will be permitted to identify and perform lead hazard control activities in this unit.
2. The Sub-recipient will provide both the Owner and the occupant, if applicable the results of all lead hazard investigation reports completed on the property in connection with the LBPHC Program. However, the occupants’ medical and personal information will remain confidential.
3. The Sub-recipient will provide the Owner with a copy of the Scope of Work describing the lead hazard control services that are planned to be completed on the property. The Sub-recipient will advise the Owner that additional housing rehabilitation not addressed in the Scope of Work may be eligible to be received through other programs, such as Community Development Block Grant Owner Occupied rehabilitation, Weatherization, etc.

I have read and understand the above conditions and agree to participate in the Lead Safe Home Program, as described above.

Owner Signature _____ Date ____/____/____

Occupant Signature _____ Date ____/____/____

Sub-recipient Signature _____ Date ____/____/____

Part IV Walk Away Policy:

Regardless of eligibility, under certain circumstances, an applicant may not receive assistance through the Lead Based Paint Hazard Reduction Program. Such circumstances include, but are not limited to:

- The tenant and/or applicant becomes verbally or physically abusive and/or threatens staff members

- During the course of the lead abatement work the owner and/or tenant continually fails to cooperate with staff or contractors
- Applicant knowingly misrepresents information relevant to their eligibility for assistance
- Following the initial inspection of the home, a determination is subsequently made that the home is not structurally sound
- Failure on the part of the applicant/owner to demonstrate pride of ownership. Conditions included under pride of ownership include, but not limited to:
 - Abuse of animals: evidence of unsanitary conditions
 - Illegal or improper use of the property
 - Housekeeping and maintenance: extreme conditions of clutter or filth in or around the house

Under any of the circumstance's assistance may be withheld and/or terminated at the discretion of the program administrator.

I/we acknowledge that we have read and do thoroughly understand and by my/our signatures below do affirm the above.

Owner Signature _____ Date ____/____/____

Occupant Signature _____ Date ____/____/____

Sub-recipient Signature _____ Date ____/____/____