

LEAD EDUCATION AWARENESS CONTROL & HEALTHY HOMES [LEAC+HH] PROGRAM

OWNER APPLICATION

TENANT-OCCUPIED PROPERTY

GRANT APPLICATION CHECKLIST

Please return this form with your documents to help ensure prompt processing.

Check below for items copied and attached

OWNER INFORMATION

- Multi-Unit Owner Application (**attached**)
- Signed Property Owner Acknowledgement and Agreement
- Copy of Photo ID **AND** Social Security Card
- Mortgage statements stating current balance and payment(s)
- Grant Deed
- Property Tax Statement
- Insurance Policy (**Declaration page**) – **Current Copy**

*****IMPORTANT*****

PLEASE SEND PHOTOCOPIES ONLY. Please photocopy all required documents, originals will not be accepted. THE CITY OR ITS AGENT CANNOT BE RESPONSIBLE FOR RETURNING OR SAFEGUARDING ORIGINAL DOCUMENTS.

If you have questions, please contact Housing Staff at
909-620-3761 or 909-620-2443.



**CITY OF POMONA
LEAD EDUCATION AWARENESS CONTROL & HEALTHY HOMES
[LEAC+HH] PROGRAM**

Tenant-Occupied Property Application

DATE: _____

Part 1: Ownership

Property Owner(s): Sole Proprietor(s) Partnership Corporation

Owners Name(s) on Title: _____ **# of Units:** _____

Property Address: _____ **Year Built:** _____

Complete below if an entity or person other than owner is signing or applying on behalf of Owner

Name of Individual Signing on behalf of Owner: _____

Name of Business: _____

Business Address: _____

Business Phone: _____ **Cell Phone:** _____

Fax #: _____

How did you hear about the LEAC+HH Program? (please check one below)

City Pomona Housing Authority Outreach Coordinator Other _____

Part 2: Owner Information

NAME OF OWNER _____ SS# or Tax ID: _____

Individual, Partnership, Trust or Corp. (circle one)

Phone Number: _____

Address _____

Business Number: _____

Email: _____

City, State, Zip _____

SECOND OWNER _____ SS# or Tax ID: _____

Individual, Partnership, Trust or Corp. (circle one)

Phone Number: _____

Address _____

Business Number: _____

Email: _____

City, State, Zip _____

If additional Owners, attach a separate sheet with contact information.

Part 3: Financial Information

Name & Address of Mortgage Co. _____
Monthly Mortgage Payment \$ _____

Are you and other owner(s) current (up to date) on all mortgage payments on the subject property?
 Yes No If not, please explain: _____

Are you and other owner(s) current on all municipal taxes and assessments levied on the property?
 Yes No If not, please explain: _____

Are you and other owner(s) current on all State and Federal Taxes and assessments on the property?
 Yes No If not, please explain: _____

Are you and any other owners willing to contribute funds to the effort? Yes No

Part 4: OTHER INFORMATION

- 1. Has the property ever been tested for lead-based paint? _____ When? _____ If yes, did it test positive? Yes No
- 2. Has the property been cited for Code violations that have not been corrected yet? Yes No
If Yes, please check type of code violation: Building Health Plumbing Fire

Part 5: TENANT INFORMATION

- 1. Are there any young children with elevated blood lead levels (EBL) residing in the building? Yes No
- 2. In the event that tenants may need to be temporarily relocated during the lead hazard control work (*typically a maximum of 10 days*), can the owner provide alternate sites/units for the tenants? Yes No
or
Can your tenants temporarily stay with a family member or friend? Yes No

Part 6: NOTICE TO DISTRIBUTE AND COLLECT TENANT INFORMATION AND TENANT ACKNOWLEDGEMENT FORMS

To determine your property’s eligibility for the program, certain information and source documentation are required from your tenants. Please review the checklist for tenants provided on page 1 of this application to make sure that you have all of the information and forms required from your tenants.

Also, we are providing you with the “Protect Your Family From Lead In Your Home” and “Renovate Right” pamphlets, and General Information Notice that need to be given to each tenant household. If you received insufficient copies, please contact Jacqueline Contreras (909) 620-3799.

PLEASE LIST TENANT INFORMATION:

Unit No.	No. of Bdrm	Name of Resident (or Vacant)	Race	House-Hold Size	No. of Children 6 and Under	Expectant Family Y/N	Unit Rent	Are Utilities Included Y/N	Residents Total Yearly Income	Phone Number
							\$		\$	
							\$		\$	
							\$		\$	
							\$		\$	
							\$		\$	
							\$		\$	
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							\$		\$	

PLEASE USE ADDITIONAL SHEETS AS NECESSARY.

CERTIFICATIONS

The undersigned hereby makes a preliminary application to the City of Pomona (the "City") for aid for residential lead-based paint remediation. The undersigned acknowledges that this application is made pursuant to a program offered by the City and that the methods for treating lead paint, cost of such treatment and other permitted costs will be determined by the City. The undersigned further agrees to permit the remediation of lead paint in the property by a contractor approved by the City through a bid process.

If this property is tenant-occupied, is vacant or when the property is vacated, the undersigned certifies that first priority will be given to persons or families whose income does not exceed HUD's guidelines for low/moderate income, with rent that does not exceed the HUD Fair Market limits, and with a child under the age of six (6) years for not less than 3 years following the completion of lead abatement activities.

Property owners agree to maintain the property physically according to the Post Maintenance/Abatement Plan that will be provided after Lead Clearance. The undersigned further agrees s/he will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, physical or mental handicap or age in any aspect of the program and will comply with all applicable Federal, State and Local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including Title VI of the Civil Rights Act of 1964 and regulations pursuant thereto, Title VIII of the Civil Rights Act of 1968, as amended.

Owner Contribution for Lead Hazard Control Cost. The property owner agrees to provide match funds of a **minimum of 3%** of lead remediation cost for properties involving 10 units and below, and **5%** of lead remediation cost for properties with 11 units or more.

Cost for Healthy Homes Intervention. The owner may also be qualified to receive healthy homes intervention assistance to address other hazards that can be found in the home. The owner acknowledges that the hazards shall be identified using the healthy homes rating system (HHRS) inspection to be conducted by the Rehabilitation Specialist and in addition, that the owner shall be responsible for costs to correct identified hazards over the \$5,000 per unit assistance to be provided by the City.

Lead Safe Worker Training. After completion of the lead remediation project, I/we agree to attend or send my property manager to the City of Pomona sponsored 3-day Lead Safe Worker Training.

Information Sharing: Lead-Safe dwellings created under this program will be placed on a list accessible to all City Departments. Other agencies will have access to this list, including; Community Health Centers, Department of Children & Families Services, DHS, and all other pertinent agencies. The undersigned agrees that the information will be accessible as specified to the above departments and agencies.

The undersigned certify under penalty of law that to the best of their knowledge, all statements made in this application and supporting documentation are true and accurate, correct and complete.

Printed Name _____ Date _____

Applicant's Signature _____

Printed Name _____ Date _____

Co-Applicant's Signature _____

FOR GOVERNMENT MONITORING PURPOSES ONLY, PLEASE REVIEW AND CHECK THE APPROPRIATE BOXES FOR YOUR HOUSEHOLD

OWNER RACE AND ETHNICITY INFORMATION

Race (please check appropriate category)

- White
- Black / African American
- Asian
- American Indian/ Alaskan Native
- Native Hawaiian / Other Pacific Islander
- Other multi-racial

Ethnicity (please check appropriate category)

- Hispanic / Latino
- Not Hispanic / Latino

Language Access Plan:

What is the primary language spoken in your household? _____

If not English, do you require any access language services? YES Pls. Identify: _____ NO

CITY OF POMONA

LEAD EDUCATION AWARENESS CONTROL & HEALTHY HOMES [LEAC+HH] PROGRAM

PROPERTY OWNER ACKNOWLEDGEMENT AND AGREEMENT

Date:
Property Address:
Property Owners:

By submitting the application for the City of Pomona's Lead Education Awareness Control and Healthy Homes Program, the Property Owner acknowledges and agrees to the following:

1. This PROPERTY OWNER ACKNOWLEDGEMENT AND AGREEMENT does not constitute or imply the approval of any grant by the LEAC+HH Program of the City of Pomona ("Agency").
2. Property Owner certifies that there are no delinquent property taxes, and all property taxes are paid to date.
3. Property Owner certifies that there are no bankruptcies that have not been discharged; and, that there are no pending judgements against the property.
4. Should a grant be approved, Property Owner understands that City is acting as a grantor to assist the Property Owner to remediate lead and other healthy homes hazards within the Property and the Housing Division staff ("Staff") will provide additional services that a conventional grantor would not usually provide.
5. If a housing unit is 50 years or older, a 30-day historic review process may be required for clearance and approval through the California State Historic Preservation Office prior to Lead and Healthy Homes Work.
6. The amount of the grant the Property Owner will be approved for is determined on the basis of several factors, such as program policies, work needed, funding availability and amount of Property Owner contribution.
7. **Owner Match Requirement/Contributions.** Property Owner understands and agrees that:
 - 7.1 There is no match required for lead hazard remediation/abatement cost for single unit, owner-occupied properties.
 - 7.2 When the property is occupied by a tenant, the property owner shall pay a minimum of **3%** of the lead remediation/abatement cost for properties with **10 housing units and below**. For properties with **over 11 housing units**, the owners shall pay a minimum of **5%** as match to demonstrate their responsibility to provide safe and healthy housing to their tenants.
 - 7.3 When the property has been identified as eligible for Healthy Homes Supplemental Funding, the property may be eligible to receive assistance for a maximum amount of \$5,000 per unit to address other hazards that will be identified through an HRS inspection to be conducted by City Staff. If additional work needs to be undertaken over and above the City maximum assistance amount, the cost for the additional work will be shouldered by the property owner. This requirement applies to both owner-occupied and rental properties.
 - 7.4 The property owners shall issue a cashier's check in the name of the selected contractor and in the amount of the owner's contribution for the program prior to any lead reduction or healthy homes

work. The cashier's check shall be held by the City's Finance Department prior to the start of any lead or healthy homes intervention.

Owners' Initials: _____ / _____

8. **Priority for Low Income Families with Children at or below 6 years of Age and City Verification of Annual Occupancy and Rents for 3 Years.** Property Owner understands and agrees that:

- 8.1 If the assisted property is vacant or is vacated by the current tenant, the Property Owner will give first priority to persons or families whose household income does not exceed HUD's guidelines for low/moderate income, with rent that does not exceed the HUD Fair Market limits, and with a child under the age of six (6) years or a pregnant woman, for not less than 3 years following the completion of lead remediation activities. *Please consult with the Housing Technician on the current HUD income and rent requirements.*
- 8.2 To ensure implementation of the above provisions, the property owner will be required to complete and submit an Annual Verification of Occupancy (AVO) to the City of Pomona Housing Division. The AVO will require the following information in assisted properties: tenant family incomes, household composition with proof of age of children less than six years of age, and monthly rent statement.

Owners' Initials: _____ / _____

9. **Bid Process and Bid Selection Requirement.** The Property owners will utilize contractors in the City's Courtesy List of Remediation/Abatement Contractors, who have been pre-screened to carry the appropriate licenses and insurance. The City does not warrant the work of the contractors in the Courtesy List.

Property owner will select the winning bidder and the contract will be between the awarded contractor and the property owner. However, the owner **understands and agrees** that under LEAC Program requirements, the bidder to be selected must possess without limitation, the skill, expertise, experience, qualifications and integrity necessary for the performance of the work, and whose total bid price is within 10% of the City's in-house estimate. In addition to these factors, for projects involving a total amount of \$100,000 or more, preference will be accorded to the bidder who will commit to hiring income-eligible residents within the project area.

After review and consideration of the various factors and price, the property owner reserves the right to reject any and all bids and to decline to make an award, including a bid that is abnormally high or low.

If there are any disputes between the Property Owner and the Contractor after the completion of the project, the LEAC Program staff will have final determination on the project.

Owners' Initials: _____ / _____

- 10. Property Owner will use the City's Lead Construction and Healthy Homes Contract prepared by Staff.
- 11. Property Owner will be available, by appointment, and will provide access to the Property during regular City and contractor business hours in order to complete the work. **Staff and contractor may not accommodate Property Owner's schedule.**

12. Property Owner shall act diligently and proactively to work with Staff and contractors to proceed and complete the application, approval, and lead remediation phases. In this regard, Property Owner will follow the specific timeline provided by the Staff throughout the approval and lead remediation and healthy homes intervention process. It is the sole responsibility of the Property Owner to request an extension prior to the expiration of the timeline, and it is the sole discretion of the Staff, with or without any reasons, to authorize or deny an extension. If the Property Owner fails to follow the specific timeline given, or if the Staff declines an extension, **the grant will be terminated without any notice. Should the grant be terminated, it is the sole responsibility of the Property Owner to pay the contractor and Agency for any costs incurred;**

Owners' Initials: _____ / _____

13. All work, except for the items that do not require permits indicated in the work write-up which will be provided by Staff, must be signed off by the City of Pomona's Building and Safety Division.

14. **Tenants' Right of Return Concerns.** Property Owner understands and agrees that tenants who are temporarily relocated for the purpose of lead hazard remediation work must be **promptly returned** to their unit as soon as the unit passes lead clearance and a clearance to re-occupy the unit has been issued by the City's Rehabilitation Specialist. In addition, Property Owners **may not increase the rents** to tenants immediately following the City assistance **outside of the terms of the executed lease agreements.**

Owners' Initials: _____ / _____

15. **Post Lead Hazard Control Maintenance of Units.** A Lead Hazard Control Post Maintenance Plan shall be issued to and received by the Property Owner, whereby Owner agrees to maintain the property in a "lead-safe" condition for the next 3 years following completion of lead remediation/abatement work. In this regard, Property Owner understands and agrees that:

- A The City may require Owners of rental properties or their property managers to undergo LSW training or training to assist owners and/or their property managers to maintain a "lead-safe" unit. This trainings will need to be undertaken within 3 months after the completion of the lead remediation work.
- B The City may conduct routine monitoring of assisted properties to ensure that Property Owners comply with lead safe housing rules when undertaking future repairs on the assisted property;
- C The City's Building Division may require the Property Owners to coordinate with LEAC+HH staff prior to the issuance of permits to undertake improvements to the property, to ensure compliance with the Lead Hazard Control Post Maintenance Plan.

The City of Pomona may disqualify property owners from future participation in the Program for failure to comply with the above requirements. Or, the City may convert the grant into a three year forgivable loan to ensure that the 3-year requirements above are met.

Owners' Initials: _____ / _____

16. Property Owner agrees to defend, indemnify and hold the City of Pomona ("City") and the Pomona Housing Successor Agency, and each of their officers, employees, and agents, harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss and damage whatsoever caused to any person or to the property of any person which may occur on or adjacent to the Property

and which may be directly or indirectly caused by any acts done thereon or any errors or omissions of the Property Owner or contractor(s) and their agents, servants, employees and contractors;

- 17. Property Owner certifies that he/she is not a member of, or the spouse, child, or parent of a member of, the City Council/Redevelopment Agency Board and is not an employee, official, or consultant, or the spouse, child, or parent of an employee, official, or consultant, who exercises any policy decision-making function in connection with the Program; and
- 18. Property Owner understands that eligibility for the grant, if approved, is based upon information provided by the Property Owner in the application and hereby agrees to the terms in this Acknowledgement and Agreement. Property Owner agrees that if it is subsequently determined that the information provided was inaccurate and that Property Owner does not in fact qualify for the grant, or Property Owner breaches the terms in this Acknowledgement and Agreement, the City may terminate the grant and Property Owner shall be responsible for all obligations and expenses incurred.

Property Owner Signature	Property Owner Signature	Date

All persons whose names are on title must sign this Agreement and future agreements pertaining to the grant. Property Owners must be of legal age and must have the capacity to enter into binding contracts and to make decisions.