10-104

COUNTY OF SUMMIT, OHIO AND CITY OF AKRON DEPARTMENT OF PLANNING & URBAN DEVELOPMENT LEAD HAZARD REDUCTION DEMONSTRATION GRANT PROGRAM CONTRACT

This Agreement is entered into this _____ day of ______, 2010 between the City of Akron, Ohio acting by and through its Director of the Department of Planning and Urban Development, hereinafter referred to as "CITY", and County of Summit, Ohio, hereinafter referred to as "CONSULTANT", whose address is 175 S. Main Street, Akron, Ohio 44308.

WITNESSETH:

WHEREAS, the CITY of Akron, applied for Lead Hazard Reduction Demonstration Grant Program (LHRDGP) funds with the goal to provide lead hazard reduction rehabilitation services to neighborhoods within Akron and in areas of Youngstown, Mahoning and Summit County and provide the opportunity to live and raise a family in a safe environment; and

WHEREAS, the U.S. Department of Housing and Urban Development (D. H.U.D.), Office of Healthy Homes and Lead Hazard Control was authorized to administer LHRDGP under Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992; and

WHEREAS, the CITY LHRDGP application was approved by D.H.U.D. and funds have been awarded with contract start on December 15, 2009; and

WHEREAS, the CITY requires partners to assist in carrying out the Lead Hazard Reduction program as was detailed in said LHRDGP application; and

WHEREAS, it is the intention of the CITY, in order to supply the above mentioned services, to engage the technical assistance of the CONSULTANT.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

OVERVIEW PURPOSE

The Parties intend to enter into an Agreement which will set forth with more specificity the rights and obligations pursuant to a grant for lead paint abatement projects from the United States Department of Housing and Urban Development, ("D. HUD").

Section 1. DEFINITIONS

Unless specifically provided otherwise or the context otherwise requires, when used in this AGREEMENT:

- A. C.D. means the Federal Community Development Block Grant Program.
- B. DHUD means the Federal Department of Housing and Urban Development or a person authorized to act on its behalf.
- C. Lead Hazard Reduction Demonstration Grant Program (LHRDGP) means the Federal Lead Hazard Reduction Demonstration Grant Program funded through the DHUD and awarded to the City of Akron. The program is implemented by the City of Akron in conjunction with its partners, Mahoning Valley Leap Grant Program (MVREIA), County of Summit Department of Community and Economic Development, Neighborhood Development Services (NDS), Rebuilding Together of Summit County, Nazareth Housing Development Corporation, Neighborhood Conservation Services of Barberton (NCS) and East Akron Neighborhood Development Corporation (EANDC). This program will provide financial and technical assistance to property owners to rehabilitate housing units in partner areas that are occupied by low income families with children under the age of 6 and where lead based paint hazards have been found and require remediation.

Section 2. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and not an agent or employee of the City and shall make to representations to the contrary. Inasmuch as the City is interested in the CONSULTANT end product, the City will not retain the right to control the mode or manner in which CONSULTANT performs this contract. However, CONSULTANT is required to follow the plan submitted to HUD by the City as part of the grant application. The City will not be liable for Workers Compensation or Unemployment Compensation. In addition, CONSULTANT will assume responsibility for such tax liabilities as will accrue resulting from compensation paid by the City. CONSULTANT will not participate in those hospitals, medical and/or retirement plans available to employees of the City.

Section 3. SCOPE OF SERVICES

The CONSULTANT hereby agrees to utilize funds made available under the LHRDG program for the purpose of implementing the above-mentioned activity as described in Attachment A – Scope of Services, which is attached hereto, incorporated by reference, and made a part of this AGREEMENT as if fully rewritten herein. Changes in Attachment A – Scope of Services may be requested from time to time by either the CITY or the CONSULTANT and shall be incorporated into written amendments to this AGREEMENT. The CONSULTANT shall give maximum feasible

priority to activities which benefit low or moderate income families or aid in the prevention or elimination of slum or blight.

Section 4. SPECIAL CONDITIONS CLAUSE OF LHRDG AGREEMENT

The CONSULTANT hereby agrees to abide by all terms and provisions of the LHRDG Agreement, which is hereby incorporated in and made a part of this Agreement as if fully rewritten herein.

Section 5. REIMBURSEMENT AND DISBURSEMENT

Reimbursement and disbursement of funds shall occur as follows:

A. Subject to the receipt of funds from DHUD and upon receipt from the CONSULTANT of a request for reimbursement, including a one page program activity summary report and supporting documentation of the month's expenditures, the CITY shall reimburse the CONSULTANT in an amount not to exceed One Hundred Fifteen Thousand Dollars (\$115,000) for the actual eligible expenditures incurred in providing the services under this AGREEMENT and not compensated from other sources. CONSULTANT shall develop an approved cost allocation plan, if applicable, under Federal regulations. Monthly billings from the CONSULTANT must be detailed in the format of the budget attached to this AGREEMENT. Supporting documentation must be organized to describe the expenditures in each line item of the billing. Outlays to subcontractors, vendors and/or contractors employed by clients of the CONSULTANT, must be documented as part of the billing. Documentation shall be by copies of contractor invoices in detail sufficient to describe the items for which funds have been disbursed.

Should there be any unexpended funds, the CONSULTANT may utilize such unexpended funds, upon written approval by the CITY.

- B. The request for reimbursement and supporting documentation should reach the CITY not later than the fifteenth (15th) working day following the end of the month in which the expenditures were made. Payments will be authorized only for expenditures made within the effective dates of the AGREEMENT, unless otherwise specifically approved by the CITY in writing.
- C. The CITY may advance payment to the CONSULTANT. Any such advanced funds shall be returned to the CITY on a repayment schedule determined by the CITY.
- D. <u>Attachment A1 Budget</u>, which is attached hereto, incorporated by reference, and made a part of this AGREEMENT as if fully rewritten herein, is the budgetary guideline under which the CITY has agreed to

purchase service from the CONSULTANT. If it becomes necessary to increase any line item total of CONSULTANT LHRDGP funds by more than ten percent (10%), prior written approval to do so must be secured by the CONSULTANT from the CITY.

Section 6. TERM OF THE AGREEMENT

This contract will become effective upon execution of this contract or December 15, 2009, whichever is later, and will remain in effect until December 14, 2012, subject to the cancellation provision contained in this contract and the availability of funds from HUD.

Section 7. COMPLIANCE WITH ALL LAWS

The City and Consultant in accordance with the provisions of Chapter 34 of the City Code of Ordinances of the City of Akron, agree that in the performance of this contract, there will be no discrimination against any person because of race, color, sex, religion, national origin, age, handicap, or any other factor specified in the Civil Rights of 1964, as amended, in Section 504 of the Rehabilitation Act of 1973, as amended and in any subsequent legislation, pertaining to civil rights. The City agrees to abide by all federal, state, and city laws, statutes, ordinances, and resolutions applicable to this agreement.

Section 8. INSURANCE

- A. The CONSULTANT shall carry at least the following minimum amounts of insurance, with the CITY identified as an additional insured on the policy or policies, and said policy or policies shall provide for the insurer's notification to the CITY at least thirty (30) days in advance of any policy cancellation. It shall be maintained in full force and effect during the life of this Agreement, and shall protect the CITY and the CONSULTANT, their employees, agents and representatives for damages arising in any manner from the acts and omissions of the CONSULTANT, their employees, agents or representatives in the performance of any work done pursuant to this Agreement. Public liability insurance for bodily injury and property damages, including injuries resulting in death, and including automobile liability insurance (if applicable), in a combined single limit amount of not less than \$1,000,000/\$1,000,000.
- B. The CONSULTANT shall furnish to the CITY certificates showing that the insurance described above is in full force and effect prior to the commencement of work under this Agreement. CONSULTANT shall further require the same amounts of insurance evidenced by certificates to the CITY from all subcontractors utilized under this AGREEMENT. CONTRACTORS under taking Lead Hazard Abatement work shall have Pollution Liability Insurance as required at the minimum State of Ohio level.

C. The CONSULTANT shall furnish the CITY fidelity bonds acceptable to the Director of Law of the CITY in the minimum amount of Ten Thousand Dollars (\$10,000) per person for those persons authorized by the CONSULTANT to disburse funds.

Section 9. ASSIGNMENT

The CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Agreement in respect to all covenants of this Agreement. Neither the CITY nor the CONSULTANT shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing here shall be construed as creating any personal liability on the part of any public officer or agent of any public body which may be a party hereto.

Section 10. APPROVAL

No acceptance or approval by the CITY shall relieve the CONSULTANT of any of its professional obligation, including but not limited to correcting any error or omission at its own expense.

Section 11. CONTROL POLICIES

- A. Audit(s) shall be conducted in accordance with applicable Federal regulations including, but not limited to, 31 USC 7501 through 7507 and the Generally Accepted Government Auditing Standards, Revised 1988, or the United States General Accounting Office.
- B. The program will be monitored by a representative or representatives from the CITY as often as deemed necessary or appropriate. The monitoring will include formal on-site visits to cover mid-year and year-end periods to document in writing areas reviewed, results, finding, or comments as The monitoring will determine whether activities are appropriate. appropriate. The monitoring will determine whether the activities are being carried out as specified by the AGREEMENT and the extent to which the goals and objectives of the AGREEMENT are being met. Compliance with Federal OMB regulations contained in Circulars A-110. A-122, and A-133 reference in Section 13 will also be monitored in conjunction with the on-site visits. Monitoring activities may include, but not be limited to, interview of participants, and/or their families, review of agency program and fiscal records, and utilization of special tests, assessment devices and rating scales. The CITY shall transmit a copy of the monitoring report results to the CONSULTANT who shall acknowledge in writing the receipt of the report with comments, explanations, or Specific monitoring methods and information to be requested will be discussed with the CONSULTANT, although the CITY reserves the right to final determination of the methods to be used and the information, pursuant to this AGREEMENT, to be collected. Adequate

measures will be taken by the CITY to insure that records of a confidential nature will not be compromised. It shall be the responsibility of the CONSULTANT to obtain release of information waivers from each program participant for any personal information found in the records, data, files, etc. maintained by the CONSULTANT. The release shall permit authorized CITY representatives to examine said personal information for evaluation and monitoring purposes. If, in the judgment of the CITY, the CONSULTANT is found to be in violation of this section or unable to carry out its provisions, the CITY, at its option, may assume the responsibility for termination, suspension, or continued operation of this program.

Section 12. RECORDS & DOCUMENTS

The CONSULTANT shall maintain financial records in accordance with Federal OMB Circulars A-110, A-122, and A-133, (copies on file with the CITY and available on request) and all applicable Federal regulations and in a manner which is consistent with generally accepted accounting procedures pertinent to this AGREEMENT for CONSULTANT in a timely and convenient manner following its execution. The CONSULTANT will be responsible for attending briefings and securing copies of the regulations. Where appropriate, these procedures shall include the use of a cost allocation plan. The documentation in support of each action in the accounting records shall be filed in such a manner that it is readily accessible.

Section 13. COPY RIGHTS

If this AGREEMENT results in a book or other copyrightable material, the author is free to copyright the work, but DHUD and the CITY reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all material which is or can be copyrighted.

Section 14. PATENTS

Any discovery or invention arising out of or developed in the course of the work aided by this AGREEMENT shall be promptly and fully reported to DHUD for determination by DHUD as to whether patent protection for such invention or discovery shall be sought and how the rights of the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered.

Section 15. POLITICAL ACTIVITY

None of the funds, materials, property or services provided directly or indirectly under this AGREEMENT shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election of or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the Ohio General Assembly, or Akron City Council.

Section 16. CONFLICT OF INTEREST

No member, officer, or employee of the CONSULTANT, or its designees or agents, no member of the governing body of the CITY in which the program is situated, and no other public official of the CITY who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

Section 17. PERSONNEL

CONSULTANT agrees that no CITY employees shall be used by CONSULTANT in the work contemplated by this AGREEMENT, whether said employees are compensated or not by CONSULTANT without written approval of the CITY. CONSULTANT further understands that any use of CITY employees may result in the immediate termination of this AGREEMENT.

Section 18. EQUAL EMPLOYMENT OPPORTUNITIES

- A. No person shall be dismissed from employment consideration because of a former prison term.
- B. Notwithstanding provisions in this AGREEMENT to the contrary, the CONSULTANT shall conform to the requirements of all applicable Federal, State and local regulations incorporated by reference herein, including, but not limited to:
 - 1. Chapter 34 of the Codified Ordinances, City of Akron, Ohio.
 - 2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1).
 - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended.
 - 4. Section 109 of the Housing Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Part 570.601).
 - Executive Order 11063.
 - 6. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
 - 7. Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR 135).

C. CONSULTANT shall incorporate the foregoing requirements in all subcontracts or work hereunder.

Section 19. SCOPE OF REVISIONS

The CITY may from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Amendments to this CONTRACT.

Section 20. NEWS RELEASE

Any release to the news media pertaining to the services as stated herein will be cleared through the Director of the Department of Planning and Urban Development prior to its release.

Section 21. TRAVEL

- A. To be eligible for reimbursement, a travel expense report must be submitted with the monthly cost statement, and shall show as a minimum the dates and times of travel, purpose of trip, destination, and a detailed list of expenditures (including receipts) or as prescribed by DHUD. The report must be signed by the employee making the trip and approved by the Agency Director or other authorized individual.
- B. Reimbursement for meals and transportation shall be in accordance with HUD regulations.

Section 22. MISCELLANEOUS

- A. The CONSULTANT agrees to maintain a Drug Free Work Place and to comply with 24 CFR Part 24 related thereto.
- B. The CONSULTANT agrees to comply with Federal Labor Standards, 29 CFR Parts 3 and 5, if applicable.
- C. The CONSULTANT agrees to comply with Americans With Disabilities Act (ADA) and more specifically ADA regulations in 28 CFR Part 35, 29 CFR Part 1630 and 49 CFR Parts 37 and 38, if applicable.
- D. CONSULTANT agrees that no charge or claim for delays will be made by said CONSULTANT for any delays or hindrances from any cause, except as provided herein. Compensation for such delays or hindrances shall be extensions of time for such reasonable periods of time as the CITY may decide.

- E. CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this AGREEMENT, including Workers Compensation laws of the State of Ohio. CONSULTANT shall furnish to the CITY a certificate showing workers compensation coverage is in full force and effect prior to the commencement of work under this AGREEMENT.
- F. CONSULTANT shall report to the CITY any program income accrued as a result of the contracted program activities. Such income must be shown to be used to advance the objectives of the program as approved by the CITY or be deducted from subsequent reimbursement requests as arranged between the CITY and the CONSULTANT.

Section 23. HOLD HARMLESS CLAUSE - INDEMNIFICATION

Consultant hereby agrees to hold the City, its agents, employees and representatives harmless from any and all claims, liabilities, suits, damages, or any other demands arising out of it performance under this agreement or the performance of any worker selected by Consultant under this agreement.

Section 24. CANCELLATION PROVISION - TERMINATION

This contract may be cancelled by either party to this contract upon written notice such cancellation transmitted by certified mail or by personal delivery to the other party. Notice to the City will be sent to John O. Moore, Director of Planning Department (or person holding that position), 166 South High Street, Akron, Ohio 44308. Notice to County of Summit, Ohio shall be sent to Russell M. Pry (or person holding that position), Executive, County of Summit, Ohio, 175 S. Main Street, Akron, Ohio 44308. Upon cancellation of this contract, the City will be relieved of further obligation under this contract and will in no event be obligated to pay for any services not actually performed by the County of Summit, Ohio. Upon notification of cancellation, the County of Summit, Ohio shall cease all work under this contract, cancel all obligations, and not enter into any new obligation.

Section 25. INDEPENDENT PROVISIONS

Each paragraph of this contract is an independent paragraph. The holding of any paragraph or part thereof to be unconstitutional, void or legally ineffective for any reason does not affect the validity or effectiveness of any other paragraph or par thereof; the remainder of the contract to remaining fully enforceable.

Section 26. TERMS AND CONDITIONS

All the terms and conditions of this contract are embodied herein. No other terms and conditions will be considered a part of this contract unless expressly agreed upon in writing and signed by both parties. Such writing need not be supported by any further considerations to be binding by both parties.

10-104

IN WITNESS WHER		s have hereunto fixed their signatures of, 2010.	
Signed and acknowledged	in the presence	of:	
By:		By: Russell M. Pry, Executive County of Summit, Ohio	
Date:		Date:	
Witness		Witness	
Approved as for form and of the control of the cont			
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DIRECTOR OF FINANCE CERTIFICATION

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ATTACHMENT A LEAD HAZARD REDUCTION DEMONSTRATION GRANT PROGRAM CONTRACT SCOPE OF WORK

The CONSULTANT agrees to implement the Lead Hazard Reduction Demonstration Grant Program (LHRDGP) on behalf of the CITY. The objective of the program is to provide lead hazard reduction and housing rehabilitation assistance to low income families. The goal of the CONSULTANT is to assist a total of ten (10) units, within the term of the LHRDGP agreement, of which ten (10) will be owner occupied with funding limited to units housing children under the age of six (6) years old. In order to assure completion of all units within the term of the LHRDGP agreement, the CONSULTANT must have all units under contract by no later than March 20, 2012 and completed by September 30, 2012.

To this end, CONSULTANT shall:

- 1. Process all properties through the State Historic Preservation Office to assure compliance with grant requirements.
- 2. Process Flood Plain checks prior to underwriting financing for housing rehabilitation.
- Perform all risk assessments.
- 4. Include all Summit County Property Reports, lien searches and credit reduction reports, if necessary, in the processing of each application.
- 5. Market the program utilizing brochures created by the LHRDGP and advertising program benefits in media likely to reach lower income families with young children.
- 6. Coordinate with the Lead Program Community Coordinator to identify units appropriate for management of owner occupied lead hazard reduction and housing rehabilitation.
- 7. Submit units for approval to the LHRDGP Review Committee.
- 8. Set up a file for each client in which all relevant client data is kept for audit and review purposes by authorized individuals and the Department of Housing and Urban Development.
- 9. Seek competitive bids for the lead hazard reduction/rehabilitation contracts to assure reasonable competition and fairness.

- 10. Monitor lead work and coordinate lead specifications with the County of Summit housing rehab specifications, prepared by the CONSULTANT, in cases where the County of Summit match funds are provided to address repairs in property receiving lead grant funds.
- 11. Arrange for pre-relocation meetings.
- 12. Schedule the starting date and completion date for the lead hazard control work and the housing rehabilitation.
- 13. Enforce completion dates with appropriate penalties to contractors for performance shortfalls.
- 14. Relocate clients to lead safe, available sites during lead hazard control work.
- 15. Request lead clearance inspection to provide for clients after lead hazard control work is complete (County of Summit Health Department, Barberton Health Department, EANDC, Akron Health Department and/or additional agencies as applicable).
- 16. Request and document all necessary lead inspection for approval of contractors' payment requests, before payment can be released to contractors.
- 17. Provide benchmark reports on a quarterly basis or as required by the Lead Program Community Coordinator, whichever is more frequent.
- 18. Provide reports required under the LHRDGP Agreement dated December 15, 2009, including but not limited to, expenses for personnel, materials, services, and equipment as well as the demographics of clients served.
- 19. Submit invoices to the City for payment under this contract to reimburse costs for preparation, risk assessments, clearance, relocation, implementation, and other job related overhead not to exceed \$4,000 per unit. \$2,000 (50%) will be provided after LHRDGP grant review approval and \$2,000 (50%) after job completion.
- 20. Prepare and present each rehabilitation financing request with background information to Lead Program Review Committee.
- 21. Monitor the progress of housing rehabilitation work and assist contractors to coordinate with lead hazard reduction work.
- 22. Perform final inspection of the housing rehabilitation work and approve contractor's rehabilitation pay requests.

- 23. Complete all necessary and appropriate documents as required by the City and or U.S. Department of Housing and Urban Development for the reimbursement of housing rehabilitation and lead hazard reduction funds to the City of Akron.
- 24. Submit the completed, audited case files for each client served to the City of Akron for archival storage. Retain applications not approved, for storage for twenty-five (25) months.

General Eligibility Requirements of the Program:

- 1. Eligible household income must be at or below 80% of the median income for the Akron Metropolitan Area.
- 2. Eligible applicants are owner or rental occupant heads of households with children under the age of six (6) years old.
- 3. All children in household to be assisted are to be referred to the local Health Department or other approved testing facility, as applicable, for testing of blood lead levels.
- 4. Clients may qualify for up to a \$7,500 lead demonstration grant for owner-occupied or \$7,500 matching grant for owners of rental properties (up to 4 units). If no lead paint is present within the residential structure, the structure is not eligible for this program.
- 5. The County of Summit, Ohio has committed \$200,000 in matching HOME funds which, or an average of \$20,000 in HOME funds per unit, is to be documented and tracked by the CONSULTANT.

LEAD HAZARD REDUCTION DEMONSTRATION GRANT PROGRAM CONTRACT BUDGET ATTACHMENT A-1

	YEAR ONE	YEAR TWO	YEAR THREE	TOTAL
Consultant Fee \$4,000 x 10 units	\$8,000	\$24,000	\$8,000	\$40,000
Lead Hazard Demonstration Grant Assume \$7,500 x 10 Households	\$15,000	\$45,000	\$15,000	\$75,000
TOTAL	\$23,000	\$69,000	\$23,000	\$115,000

/RB 2/10/10 175 S. Main Street - Akron, Ohio 44308-1308 - 330.043.2510 - fax: 330.643.2507 - www.co.summit.oh.us

July 9, 2009

City of Akron
Department of Planning and Urban Development
John O. Moore, Director
166 S. High Street, Fourth Floor
Akron, Ohio 44308

Subject: Lead Hazard Reduction Demonstration Grant Program

Dear Mr. Moore:

The County of Summit, Department of Community and Economic Development agrees to provide rehabilitation match funds contingent upon Summit County Council approval for the City of Akron Lead Demonstration Grant. The County of Summit Match is anticipated to come from HOME funds.

The County of Summit anticipates the completion of ten (10) units over a three (3) year period provided that HOME funding remains available for this use. These units will be located outside of the cities of Akron, Barberton and Cuyahoga Falls. The County would access Lead Grant funds in conjunction with two programs to complete the ten (10) units. The programs being the Counties inhouse owner occupied rehab loan program and the purchase, rehab, resale program the County administers through non-profit agencies.

The anticipated match amount will be \$200,000.00 or an average of \$20,000.00 in HOME funds per unit.

The number of units is contingent upon qualifying units with children under the age of 6 residing in the unit and/or visiting 5 or more hours each week.

Should you have any questions or concerns, please contact Elizabeth Rogers at 330-643-8623 or Holly Miller at 330-643-8013.

Any match provided by the County of Summit is contingent upon approval from Summit County Council.

Sincerely,

Russell M. Pry, Executive County of Summit, Ohio



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