

ATTACHMENT NO. 11

HOME DOCUMENTATION, RECORDKEEPING, REPORTING AND MONITORING REQUIREMENTS

Developer shall comply with the requirements set forth in this Attachment No. 11 at all times during development and operation of the Project pursuant to the terms of that certain City ARPA Loan Agreement (“Agreement”) between City and Developer, to which this Attachment is attached. All records to be retained by Developer pursuant to this Attachment No. 11 shall be maintained for the longer of (i) nine (9) years, or (ii) the time period required pursuant to the HOME Regulations.

1. Documentation and Recordkeeping.

(a) **Records to be maintained.** Developer shall maintain all records required by the federal regulations specified in 24 CFR 92.508(a)(3), which are pertinent to the construction of the Project funded under this Agreement. Records shall be maintained for each expenditure of ARPA Funds for the Project pursuant to the Agreement. Such records shall include but are not limited to the following, as applicable:

(i) A full description of each project assisted with ARPA funds, including the location (address of each unit), form of ARPA assistance, and the units or tenants assisted with ARPA funds.

(ii) The source and application of funds for each project, including supporting documentation in accordance with 2 CFR 200.302; and records to document the eligibility and permissibility of the project costs, including the documentation of the actual HOME-eligible development costs of each ARPA-Assisted Unit (through allocation of costs, if permissible under §92.205(d)) where ARPA funds are used to assist less than all of the units in a multi-unit project.

(iii) Records demonstrating that each rental housing or homeownership project meets the minimum per-unit subsidy amount of §92.205(c), the maximum per-unit subsidy amount of §92.250(a), and the subsidy layering and underwriting evaluation adopted in accordance with §92.250(b).

(iv) Records (e.g., inspection reports) demonstrating that each project meets the property standards of §92.251 at project completion. In addition, during the period of affordability, records for rental projects demonstrating compliance with the property standards and financial reviews and actions pursuant to §92.504(d).

(v) Records demonstrating that each family is income eligible in accordance with §92.203.

(vi) Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of §92.209(c), including any targeting requirements, the rent reasonableness requirements of §92.209(f), the maximum subsidy provisions of §92.209(h), property inspection reports, and calculation of the HOME subsidy.

(vii) Records demonstrating that each rental housing project meets the affordability and income targeting requirements of §92.252 for the required period. Records must be kept for each family assisted.

(viii) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with §92.206(b).

(ix) Records demonstrating that each lease for a tenant receiving tenant-based rental assistance and for an assisted rental housing unit complies with the tenant and participant protections of §92.253. Records must be kept for each family.

(x) Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase price for the area in accordance with §92.254(a)(2). The records must demonstrate how the estimated value was determined.

(xi) Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of §92.212.

(xii) Records demonstrating compliance by Developer, Contractor and each subcontractor with Section 3 and all applicable labor compliance requirements set forth in the Agreement or otherwise required by applicable law. .

(xiii) Records (written agreements) demonstrating compliance with the written agreements requirements in §92.504.

(b) **Retention.** The Developer shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after the end of the applicable fiscal year of Developer. Notwithstanding the above, if there are litigation matters, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then all pertinent records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

(c) **Tenant Data.** The Developer shall maintain data regarding each Very Low and Low Income Household that occupies a Unit at the Project demonstrating eligibility under the Agreement. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, Unit occupied and all written notices or other communications with the household, including any defaults under the applicable lease for nonpayment of rent or otherwise. Such information shall be made available to City monitors or their designees for review upon request.

(d) **Disclosure.** The Developer understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Developer's responsibilities with respect to Developer's performance under this Agreement, is prohibited unless written consent is obtained

from such person receiving housing or any services and, in the case of a minor, that of a responsible parent/guardian.

(e) **Close Outs.** The Developer's obligation to the City shall not end until all close-out requirements are completed. Activities during the 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 Developer has control over ARPA Funds, including program income.

(f) **Audits and Inspections.** In accordance with Section 409 of the Agreement, all Developer records with respect to any matters covered by this Agreement shall be made available to City, the CDC, HUD 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 the Developer within 30 days after receipt by the Developer. Failure of the Developer to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Developer hereby agrees to have an annual agency audit conducted in accordance with OMB Circular A-122 and/or the Uniform Guidance published by the federal Office of Management and Budget, as applicable, with the last such audit to be conducted within six (6) months after Developer completes construction of the Project.

2. Performance Monitoring.

(a) **Periodic Meetings.** Developer shall be available to attend meetings with City staff every two weeks during the construction, to review the construction progress and pending or upcoming draw requests on the City ARPA Loan, and/or other funding sources for the Project. Following completion of construction Developer shall be available upon request by City staff to review Developer's activities under the Agreement and to ensure the Project is operating in accordance with the Agreement and the HOME Program.

(b) **City Oversight and Review.** City will monitor the performance of the Developer against the goals and performance standards set forth in the Agreement. From time to time, City shall be entitled to audit and review Developer's performance under the Agreement and compliance with the Agreement and the HOME Program. Substandard performance as determined by the City will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the Developer within the applicable cure period set forth in the Agreement, such substandard performance will constitute a default under the Agreement.