LAFAYETTE HOUSING AUTHORITY

CITY OF LAFAYETTE

April 14, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

RE: Agreement between Lafayette Housing Consortium and Faith Community Development Corporation 2019 Project #1 – N 8th

Dear Board Members,

Faith Community Development Corporation has been recertified as a CHDO (Community Housing Development Organization) and is authorized to use CHDO Reserve funds to acquire and renovate property for sale to eligible homebuyers. This agreement, in the amount of $60,000.00, commits part of their 2019 HOME funding award for the property at 1025 North 8th Street.

This agreement has been reviewed by the Deputy City Attorney and is submitted for your approval.

Please feel free to call me at 771-1309 with any questions.

Thank you.

Regards,

Valerie Oakley
Project Manager
Lafayette Housing Authority
Grant Administrator

P.O. Box 6687 | 2601 Greenbush St. | Lafayette, Indiana 47903-6687
(765) 771-1300 Telephone | (765) 771-1313 FAX

FAITH COMMUNITY DEVELOPMENT CORPORATION
2019-2020
2019 PROJECT #1 – N 8th

This Agreement is entered into this _____day of _____, 2020, by and between Lafayette Housing Consortium ("Consortium"), a Participating Jurisdiction ("PJ") under the HOME Program, and Faith Community Development Corporation ("the Grantee"), an Indiana not-for-profit-corporation.

Whereas, the Consortium, composed of the City of Lafayette (City), which is its Lead Agency, the City of West Lafayette, the Town of Battle Ground, and the County of Tippecanoe, Indiana, has received a grant allocation under Title II of the National Affordable Housing Act of 1990 from the United States Department of Housing and Urban Development ("HUD"), administered by HUD according to law and regulations found at 24 CFR Part 92, CFDA #14.239; and

Whereas, pursuant to the terms of the grant, the Consortium is required to undertake certain activities to provide and expand the supply of decent, safe, sanitary and affordable housing in its jurisdiction; and

Whereas, pursuant to a certain Agreement for Grant Administration dated September 19, 2017, by and between the Consortium and Lafayette Housing Authority ("LHA"), LHA will serve as grant administrator for the Program; and

Whereas, the Grantee desires to participate in the Program by acquiring, renovating, and selling homes to persons of low to moderate income; and

Whereas, the Grantee has submitted a 2019 Agency Request for Funds Form requesting HOME funding up to One Hundred Sixty Thousand Dollars ($160,000.00) for acquisition and renovation of two (2) properties to be rehabilitated for owner occupied, single family housing units and/or for homebuyer financing assistance in the purchase of those properties; and

Whereas, on March 20, 2019, the Consortium approved funding in the total amount of One Hundred Sixty Thousand Dollars ($160,000.00) ("2019 Total Grant"); and

Whereas, 2019 Project #1 – N 8th is projected to use up to Sixty Thousand Dollars ($60,000.00) of HOME funding; and

Whereas, Sixty Thousand Dollars ($60,000.00) of the 2019 Total Grant is allocated to 2019 Project #1 at 1025 North 8th Street, Lafayette, Indiana in the Grantee's affordable housing program.

NOW, THEREFORE, the Consortium and the Grantee do mutually agree as follows:

I. USE OF FUNDS

A. Purpose

The Consortium agrees to fund up to Sixty Thousand Dollars ($60,000.00) to the Grantee for the acquisition and renovation costs of 1025 North 8th Street, Lafayette, Indiana, to be rehabilitated to an owner occupied, single family housing unit and/or for homebuyer financing assistance in the purchase of the property, as described in the Grantee's 2019 Agency Request for Funds Form, which is incorporated into this Agreement by reference. The Grantee hereby represents and warrants that all information contained in said Agency Request for Funds Form is true and correct and that it contain no misrepresentations, falsifications, intentional omissions, or concealment of material facts, and that all information contained, and assurances and certifications made in the said Agency Request for Funds Form are incorporated into this Agreement as if fully set forth within the terms of this Agreement.

A description of the tasks to be performed under this Agreement, a schedule for completing the tasks and an estimated budget as described in the Grantee's said Agency Request for Funds Form is attached as Exhibit A. The Grantee will notify LHA of any changes in the budget or schedule.

B. Use of Funds

Eligible uses of said funds are limited to pre-development expenses as approved by LHA, property acquisition, renovation, or homebuyer financing assistance of the HOME assisted units. Said homebuyers will be persons of low to moderate income and must meet income guidelines established by HUD and shall not have household income exceeding 80% of area median income.

Architectural, engineering and other professional services costs directly related to 1025 North 8th Street, Lafayette, Indiana, incurred within nine (9) months prior to execution of this agreement are considered HOME eligible costs.

C. Local Match

The Grantee represents and certifies that it will provide documentation for any match eligible funding used for the HOME-assisted properties in conjunction with this project prior to drawing the final HOME payment for the assisted property. The Consortium agrees to provide the remaining amount to total Seven Thousand, Five Hundred Dollars ($7,500.00), or twelve and one half percent of HOME funds, from banked match as a local, non-federal contribution to the Project, which may be considered by the Consortium as meeting local match obligations in the Program.

II. DISBURSEMENT OF FUNDS

A. Payment

The Consortium agrees, upon submission of properly documented claims by Grantee, to disburse Program funds to Grantee up to the maximum amount of the grant. Program funds shall be requested only after eligible expenses have been incurred or the program funds are actually needed to pay eligible costs. Program funds shall be used only for the completion of activities approved by LHA. A percentage of project costs, as determined by LHA, for each property will be held until occupancy by the eligible homebuyer. All claims for payment shall be submitted to LHA on or before December 31, 2020 on properly executed claim forms along with documentation requirements listed in Exhibit B, as required by LHA. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the Consortium from HUD.

B. Security

Prior to the release of Program funds, the Grantee shall sign a Promissory Note, in a form approved by LHA, in the amount of Sixty Thousand Dollars ($60,000.00) payable to the Consortium in the event the Grantee fails to fulfill the requirements of this agreement, which Promissory Note shall be forgivable upon the sale of the HOME assisted unit to a qualified buyer. Notwithstanding the foregoing sentence, the Consortium may require approved pre-development expenses drawn under this Agreement to be repaid from project income or may allow the expenses to be incorporated into additional project financing. Repayment of pre-development expenses may be waived by Consortium if project is deemed infeasible or in the event of impediments to project development.

To secure the Promissory Note, the Grantee shall grant the Consortium a mortgage on the assisted sites as they are identified, in a form approved by LHA, which mortgage shall be recorded prior to the release of Program funds for said assisted site

At sale to an eligible homebuyer, the HOME funds shall be secured by mortgage, and promissory note on the property in a form approved by LHA.

C. Repayment

Should a HOME assisted property be sold by Grantee prior to the sale to an eligible homebuyer, the entire amount of assistance allocated to the property will be repaid to the Consortium from the proceeds, unless prior written permission to substitute another qualified Owner is obtained from LHA. The new Owner must sign a written agreement with security to abide by all terms and conditions reasonably required by LHA.

Should this HOME assisted project be sold by the initial homebuyer prior to the end of the period of affordability, the HOME assistance will be repaid according to the Consortium's Resale Recapture Guidelines in Exhibit C.

Should the HOME assisted project be terminated before completion for any reason, the HOME funds expended on the project must be repaid to the Consortium.

III. TIME OF PERFORMANCE

All funds provided under this contract must be disbursed on or before December 31, 2020. The terms of this Agreement shall be in effect until the end of the affordability period for the housing unit assisted under this Agreement, as described in Section V. C.

Although it is possible to amend the agreement as needed, under no circumstance can the project completion deadline extend beyond four (4) years. A project that is not completed within four (4) years is considered terminated and any HOME funds expended must be repaid to the Consortium.

The sale of the house must be completed within nine (9) months of construction completion. If the house is not successfully sold to a qualified buyer within nine (9) months of construction completion, the house automatically converts to an affordable rental property.

IV. PROGRAM INCOME/PROJECT PROCEEDS

This project will generate funds considered CHDO proceeds. The Grantee will retain the CHDO proceeds for use in other HOME eligible activities or other uses approved by LHA to advance affordable housing and benefit low-income families within the Consortium, but only after the written approval of LHA for such use. To receive written approval from LHA, the Grantee shall submit a request on the form prescribed by LHA. Grantee will document the amount of proceeds generated and their subsequent use in accordance with the Lafayette Consortium CHDO Proceeds Policy which has been provided to Grantee and is incorporated into this Agreement as if fully set forth within the terms of this Agreement.

V. PROJECT REQUIREMENTS

A. Applicability

The requirements of this section apply to all HOME assisted properties, which are referred to as the HOME project. Repayment to the Consortium of any HOME funds will be required if the HOME project does not meet the project requirements for any time during the affordability period.

B. Income Limits

In accordance with 24 CFR 92.217, Grantee shall acquire, renovate and sell the property to an income eligible household who will occupy the purchased property as their primary residence for the entire period of affordability. Income is defined as that found at 24 CFR 5.609. An income eligible household is one whose annual income is at or below 80% of area median income (AMI). HUD determines area median income on an annual basis, based on geographic area and family size and usually publishes updated information during the first quarter of each calendar year. Income limits can be found on the HUD website at http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/index.cfm. Grantee is responsible for using the correct income limits when determining income eligibility for HOME Program funds. Household income must be verified using source documentation, in accordance with 24 CFR 92.203(b)(2). LHA must review and approve supporting documentation before Grantee goes to closing with the buyer.

C. Period of Affordability

The affordability period for the HOME-assisted property shall be determined and provided by LHA to the Grantee, upon project completion. The affordability period can begin only after all title transfer requirements and construction work have been performed and the project complies with the HOME requirements (including property standards), the final drawdown for the project has been disbursed, and project completion information has been entered into HUD's Integrated Disbursement and Information System (IDIS). The Grantee is responsible for providing beneficiary information to LHA.

The affordability period shall continue for five (5), ten (10) or fifteen (15) years, subject to the amount and type of assistance received, from that date unless modified as allowed under the HOME program. The Grantee **shall ensure affordability through placing a promissory note and a recorded lien, in formats approved by the Community Development Department, upon the property.** A copy of the promissory note and lien will be submitted to the Community Development Department as documentation of the project's continued affordability.

D. Principal Residence

Each HOME assisted house must be the principal residence of the beneficiary during the period of affordability in accordance with 24 CFR 92.254(a)(3). To document the project's continued affordability, the Grantee shall notify the homebuyer of annual residency verification requirements and shall enter into an agreement with homebuyer requiring the homebuyer to annually verify residency to LHA. The Agreement with the homebuyer may be by separate contract or contained in a mortgage as approved by LHA.

E. Acceptable Forms of Ownership

Each HOME assisted house must be purchased by a homebuyer through a fee simple title.

F. Maximum Property Value

HOME regulations require that housing created or acquired and rehabilitated with HOME funds must be modest in nature, and affordable to a low-income buyer. The initial purchase price of a property by the Grantee, the after-rehabilitation value, and the sales price to the initial homebuyer of homeownership units assisted with HOME funds shall not exceed 95 percent of the area median purchase price for single family housing, as determined by HUD. Grantee must determine the after-rehabilitation value using a method approved by LHA. Grantee shall repay program funds to the Consortium within thirty days of Grantee's noncompliance with these affordability requirements at 92 CFR 250 and those at 92 CFR 254.

G. Rehabilitation and Property Standards

The Grantee agrees that it will comply with all applicable housing, building and public health codes, ordinances and zoning ordinances, and that the units shall at all times be fit and habitable. All HOME units must meet at the minimum Section 8 Housing Quality Standards and local housing and rehabilitation codes when completed. Newly constructed units must meet Model Energy Code standards. In addition, projects that involve restoration of historic windows must follow the Lafayette Community Development Department Window Restoration Protocol Policy.

H. Assignment and Transfer

The Grantee shall not assign or transfer any interest in this Agreement without prior written consent from LHA.

I. Relocation and Acquisition.

The Grantee agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) and 49 CFR 24.

J. Labor Standards

When applicable for construction or rehabilitation of affordable housing with twelve (12) or more units assisted by HOME funds, the Grantee agrees to comply with the labor standards provision of 24 CFR 92.354 and related local requirements which may be issued from time to time by LHA. The Grantee shall include in applicable construction contract the provisions of federal law imposing labor standards on federally assisted construction.

K. Taxes and Insurance

The Grantee agrees to keep all taxes on the property paid and current until sale of the property to an eligible homebuyer. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage.

L. HUD-insured Financing

The Grantee agrees that financing secured by a mortgage insured by HUD will not be used in connection with renovation of this project.

M. Individual Activity Status

Each loan provided under this Agreement shall be set up in the federal information database system as an individual activity. The Grantee understands and agrees that the individual project will remain open and not be considered closed until the following HUD requirements are met:

1. Funds are drawn from the treasury account (through the Claim process),
2. complete close out documentation is received by LHA, and
3. complete activity documentation is entered into the federal information database system and the activity status is changed from Underway to Closed in the database system.

N. Historic Preservation Restrictions

The Grantee shall contact City's Economic Development Department to request that the Historic Preservation Commission designate the Property, if eligible, as a Local Historic District.

O. Subsidy Layering and Underwriting

The Grantee agrees to provide all information deemed necessary, including all sources and uses of funds, by LHA to determine a reasonable level of profit or return on the owner's or developer's investment in a project. Grantee further agrees to provide all information deemed necessary to assist LHA in the assessment of market condition of the neighborhood where the project is located.

P. Housing Counseling

HOME regulations require that all homebuyers of HOME assisted properties attend housing counseling. Prior to closing on the house, the homebuyers must attend a live 8-hour homebuyer counseling conducted by a HUD certified homebuyer counseling agency or an equivalent program approved by LHA.

Q. Prohibition of Charging Fees not Customary

HOME regulations prohibit owners from charging fees that are not customary. Grantee is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

VI. ADMINISTRATIVE REQUIREMENTS

A. Uniform Administrative Requirements.

The Grantee shall comply with all applicable federal administrative requirements, 2 CFR Chapter I, Chapter II, Part 200, et. al. "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards" (Omni-Circular or Uniform Administrative Requirements) effective as of December 26, 2014.

Code of Federal Regulations (CFR) is available online at http://www.ecfr.gov/. This document is also available by request from LHA.

B. Documentation and Record Keeping

The Grantee shall ensure that sufficient records are maintained to enable LHA to determine whether the terms of this Agreement and the requirements of 24 CFR 92.508 (a) have been met.

Such records shall include but not be limited to information such as name, address, income determination, family size, race, age, leasing arrangements and housing inspections.

C. Retention of Records

Records shall be maintained in accordance with the requirements prescribed by HUD or LHA with respect to all matters covered by this Agreement. The Grantee shall ensure that all records pertinent to this Agreement are retained as specified in 24 CFR 92.508(c). Records must be retained for five years after the end of the period of affordability terminates.

D. Reporting

At such times and in such forms as HUD or LHA may require, there shall be furnished to HUD or LHA such statements, records, data and information as HUD or LHA may request pertaining to matters covered by this Agreement.

Grantee shall submit to LHA quarterly progress reports according to the following schedule:

Activities conducted during:	Report due:
July 1 – September 30	October 10
October 1 – December 31	January 10
January 1 – March 30	April 10
April 1 – June 30	July 10

Such reports shall summarize the progress/status of this HOME assisted activity, including receipt and expenditure of loan repayments. A final report shall also be due thirty (30) days after all tasks and activities covered by this Agreement are completed by Grantee. Additionally, Grantee shall provide statistical data with respect to services provided for persons benefited under this Agreement.

E. Non-expendable Property

1. Inventory. The Grantee shall keep inventory records, acceptable to LHA on all non-expendable property purchased under this Agreement. The Grantee shall submit an inventory of all items at the end of the Program year and resubmit it each fiscal year with revisions as necessary.
2. Insurance and Maintenance for all Non-expendable Property Purchased Under This Agreement. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Grantee shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Grantee under this Agreement as required by 24 CFR 92.504 (d).

G. Audits and Inspections

All project records with respect to any matters covered by this Agreement shall be made available to the Consortium, its designees, or the Federal government, at any time during normal business hours, as often as the Consortium or LHA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Grantee within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Grantee hereby agrees to have an annual agency audit or review, whichever is applicable, conducted in accordance with current OMB policies and to submit a copy to LHA. In addition to any applicable requirements of current OMB policies, the Grantee shall separately classify and designate information regarding Consortium HOME funds to include the CFDA title, number and award year.

1. Non-profit organizations that spend $750,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al.. Program-specific audits are only allowed if the Grantee expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the City to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al. apply, or when the Grantee elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Grantee. A copy of the audit report must be completed within 9 months after the end of the fiscal year and the audit must be received by the City no later than 30 days of receipt of the auditor's report(s).
4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.
5. If the Grantee is found in non-compliance with these audit requirements, the Grantee may be required to refund financial assistance received from the Consortium.

VII. OTHER FEDERAL OR STATE REQUIREMENTS

A. Applicability

The requirements of this section apply to all units assisted with HOME funds.

B. Religious Criteria

The Grantee hereby certifies in accordance with 24 CFR 92.257, there will be no religious or membership criteria for applicants or tenants of this Project. It further agrees that funds provided under this Agreement shall not be provided to religious organizations for any activity, including secular activities or utilized for any religious activity to promote religious interests, or for the benefit of any religious organization. The Grantee understands and certifies that HOME funds and activities must be separate (in terms of time and location) from explicitly religious activities.

C. Drug Free Workplace

The Grantee shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

D. Equal Opportunity and Fair Housing

The Grantee shall not exclude from participation in the Program, or deny benefits to any person on the grounds of race, color, national origin, religion, Vietnam-era or disabled veteran status, familial status, sex or status with regard to public assistance under the Program. In addition, the Grantee will comply with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8;
3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8, which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;
4. The requirements of Executive Order 11246 (2 CFR 1964-55, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR chapter 60;
5. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;
6. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
7. The requirements of the Americans with Disabilities Act of 1990; and
8. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.

9. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U), which requires that:
    a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
    b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
    c. The Grantee agrees to include this Sections 3 clause in every contract or subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 135. The Grantee will not contract or subcontract with any contractor or subcontractor where the Grantee has notice or knowledge the contractor or subcontractor has been found in violation of regulations in 24 CFR Part 135.
    d. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
10. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as shown in 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982.

E. Affirmative Marketing Program

The Grantee agrees to comply with the requirements of 24 CFR 92.351 regarding following an affirmative marketing program for HOME assisted housing as described in Exhibit D.

F. Minority Business Outreach

The Grantee agrees to comply with the requirements of Executive Orders 11625, 12432 and 12138 concerning Minority and Women's Business Enterprise, which encourages the participation of minority and women owned business in the benefits of the Program by:

1. Contacting minority businesses which offer services needed by the organization in carrying out the Program with copies of any advertisements outlining information on where, when, and how to submit bids or proposals for such work; and
2. Keeping records on contracts made to minority and women businesses and any correspondence received from such businesses for any contracts let through the Program, and relaying this information to LHA.

HOME projects that are publicized in the local electronic and print media will include specific mention of the desire of the Consortium and its HOME recipients to work with women and minority business owners.

The Grantee may obtain a list of state certified minority and woman-owned businesses by contacting or visiting the website of the Minority and Women's Business Enterprises Division of the State of Indiana Department of Administration. The Grantee is also encouraged to contact other appropriate groups for assistance in identifying new businesses that are women or minority enterprises.

G. Environmental

The Grantee agrees to comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 et. Seq.) as it is applied at 24 CFR 58, including any requirements which may be imposed by LHA as a result of its responsibility for environmental review, decision making and action under NEPA.

The Grantee shall provide to LHA, or other approved Environmental Review Officer, all information necessary to complete an Environmental Assessment and a Section 106 Review. Such information shall be provided before the commencement of any activity provided for herein. All renovations must be approved through the Section 106 Historic Review Process before execution of any rehabilitation contracts or sale of the property. All HOME funding is contingent upon LHA approval through the NEPA Environmental review and Section 106 Historic Review process.

H. Prohibition of and Elimination of Lead-Based Paint Hazards

Notwithstanding any other provision adopted by applicable governmental units, the Grantee agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et. Seq.) and its regulations set forth in 24 CFR 35 concerning, but not limited to, lead hazard evaluation, lead hazard reduction , safe work practices, testing, prohibition and abatement of lead-based paint in HUD associated housing. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint and use of safe work practices. Applicable properties assisted under this Agreement that will undergo or have undergone some renovation conducted by the Grantee or contractors hired by the Grantee shall pass a clearance examination by a qualified contractor and safe work practices shall be used by all contractors disturbing paint surfaces, regardless of funding sources for the renovation.

I. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the Consortium, or its designees or agents, member of the governing body of the Consortium or the Grantee (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 92.356(d) and (e). The Grantee agrees that it will incorporate into every written contract the following provisions:

> INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the HOME Program, and no one with whom they have family of business ties, has any financial benefit, direct or indirect, in this Contract.

J. Debarment and Suspension

The Grantee certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the Consortium or any Federal agency.

K. Hatch Act

The Grantee 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 U.S.C.

L. Lobbying Certification

The Grantee certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee 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.

2. 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, the Grantee shall complete and submit Standard Form – LL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The Grantee shall require that the language 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 sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of 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 which is 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 failure.

M. Compliance with IC 22-5-1.7 – E-Verify Program

Grantee must enroll in and verify the work eligibility status of all newly hired employees of the Grantee through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Grantee will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Grantee shall execute an affidavit affirming that the Grantee has enrolled in and is participating in the E-

Verify program and affirming that the Grantee does not knowingly employ an unauthorized alien.

N. Prohibition of Contracting with Businesses that Invest in Iran
For the duration of the Term of this Agreement, Grantee hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

O. Federal Funding Accountability and Transparency Act of 2006 (FFATA)
FFATA reporting requirements will apply to any HOME Agreement in the amount of $25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

a. Data Universal Numbering System (DUNS) number
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide LHA with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at http://fedgov.dnb.com/webform.

b. Central Contractor Registration (CCR)
The Grantee shall register in the Central Contractor Registry (CCR), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the CCR, update the information at least annually after the initial registration, and maintain its status in the CCR through the Term of this Agreement. Information regarding the process to register or update information in the CCR can be obtained at www.sam.gov.

c. Executive Compensation
The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in CCR if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and $25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than $25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the CCR under FFATA, provided, that the Grantee shall still register and submit the other data requested.

VIII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the HOME program at 24 CFR 92 and pursuant regulations and policies. The Grantee has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the Consortium under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

B. Claims Against Consortium or LHA

The Grantee agrees to defend, indemnify and save harmless the Consortium and/or LHA from any and all claims of any nature whatsoever which may arise from the Grantee's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Grantee liable for acts of the Consortium, its officers, agents or employees.

C. Terms of Default

If Grantee materially fails to comply with any term of this Agreement, including, but not limited to:

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 the Grantee 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 the Grantee to LHA reports that are incorrect or incomplete in any material respect

said action(s) shall be considered default by the Grantee. Upon default by the Grantee, LHA shall give the Grantee 10 days written notice to cure any default. A default under this Agreement, in the discretion of the Consortium, may be considered a default of any other Agreement between the Grantee and Consortium for any HOME Funds program. The failure to cure any default within 10 days may result in the Consortium taking enforcement action as described in Section VIII Paragraph D.

D. Enforcement

Upon the failure of the Grantee to cure any default, the Consortium may take one or more of the following actions:

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between Consortium and Grantee concerning HOME Funds programs, pending correction of the deficiency by the Grantee;
2. Disallow all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current award for the Grantee's program and/or any award for any other HOME Fund program funded to Grantee by the Consortium;
4. Withhold further awards for the program and/or awards for any other HOME Fund program funded to the Grantee by the Consortium;
5. Take other remedies that may be legally available or provided for in 24 CFR 85.43, including repayment of all funds provided to Grantee by the Consortium.

In addition to the enforcement actions listed above, the Consortium shall be entitled to collection of its costs and expenses, including reasonable attorney fees, incurred by the Consortium or LHA in enforcing this Agreement.

E. Suspension or Termination
Upon suspension or termination under Section VIII Paragraph D, costs of the Grantee incurred during suspension or after termination of an award are not allowable unless LHA expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 24 CFR 85.43(c) are met.

F. Termination for Convenience
This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 24 CFR 85.44.

G. Binding Effect
This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the express written consent of the other party.

H. Entire Agreement and Invalidation. The provisions of this agreement shall constitute a complete expression of the parties hereto. Invalidation of any one of these covenants and conditions by judgment or decree in court shall not affect any other of the provisions hereof, which shall remain in full force and effect.

I. Amendment
This Agreement may be amended at any time by mutual agreement of all parties.

J. Conditional Approval
This Agreement is conditional upon the release and receipt of HUD funding.

K. Authority to Execute
The Grantee certifies that its governing body has duly adopted as an official resolution, motion or similar action authorizing the execution of this Agreement, including all understandings and assurances contained herein; and directing and authorizing the person identified as the official representative of the Grantee to execute this Agreement.

L. Publicity and Promotion
The Consortium, LHA and Grantee mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The Consortium, LHA and/or Grantee may

host a public relations event upon completion of the activity to increase community awareness of the program and the activity.

M. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), personal delivery or sent by electronic mail (email). 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 Agreement shall be directed to the following contract representatives:

Grantee: Lori Walters, Director
Faith Community Development Corporation
5526 SR 26 E, Lafayette, IN 47905
765-448-1986
lwalters@faithlafayette.org

City: City of Lafayette; ATTN: City Attorney
20 N 6th Street, Lafayette, IN 47901

LHA: Michelle Reynolds, Executive Director
Lafayette Housing Authority
PO Box 6687, Lafayette, IN 47903-6687
mreynolds@lha.lafayette.in.gov

N. Waiver

The Consortium or LHA's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the Consortium or LHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement effective as of the date first above written.

FAITH COMMUNITY DEVELOPMENT CORPORATION

By: Lori Walters
Lori Walters
Title: Director
Date: 4/14/2020

By: _____
Title: _____
Date: _____

CITY OF LAFAYETTE, LEAD AGENCY
FOR LAFAYETTE HOUSING CONSORTIUM,
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the ____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Amy Moulton, Member

By: _____
Cindy Murray, Member

By: _____
Ronald Shriner, Member

ATTEST:

By: _____
Mindy Miller, Deputy Clerk

Date: _____

EXHIBIT A

PROGRAM DESCRIPTION AND TASKS
PROGRAM BUDGET
PROGRAM SCHEDULE
1025 North 8th Street

PROGRAM DESCRIPTION AND TASKS

The program will make affordable homes available to low/moderate income persons. Faith Community Development Corporation will acquire, renovate, market, and document eligibility of homebuyers.

PROJECTED BUDGET

	HOME	FAITH	TOTAL
Property Acquisition	2,000	97,899	99,899
Other Predevelopment	3,250		3,250
Property Rehab	25,000	8,351	33,351
Rehab Contingency	2,500		2,500
Holding Costs / Overhead	3,250		3,250
Other	1,000		1,000
Developer Fees	10,000		10,000
Selling Costs	7,000	750	7,750
Direct Homebuyer Assistance	6,000		6,000
Total Development Cost	60,000	107,000	167,000

PROGRAM SCHEDULE

The schedule reflects an ongoing program of acquisition, renovation, and sale. The property will be marketed and sold as finished.

Projected Schedule:	On or before:
Finalize Scope	04/15/2020
Homebuyer Marketing Underway	ongoing
Award Contracts	5/30/2020
Renovation Started	5/30/2020
Renovation Completed	12/1/2020
Homebuyer Sale Closed	12/15/2020
Paperwork completed and activity closed	12/31/2020

EXHIBIT B
DOCUMENTATION REQUIREMENTS

CONTRACTOR PERFORMANCE INFORMATION

Grantee must search the www.sam.gov website to determine that potential contractors are not excluded from receiving federal contracts or subcontracts ("debarred") prior to entering into an agreement with the contractor. Proof that the contractor is not debarred must be included with claims with the initial invoices for all contractors.

INCOME VERIFICATION FOR HOMEBUYERS

The Consortium must pre-approve all homebuyers prior to closing. Grantee must submit the approved income verification to the Consortium prior to closing with the homebuyer.

CLAIM DOCUMENTATION AT SITE ACQUISITION

1. URA Disclosures to Seller with Voluntary, Arm's Length Purchase Offer.
2. Copy of HUD Statement to document initial purchase price.
3. HOME Project Set-up Report.
4. Evidence of HOME required 25% match.
5. Evidence of compliance with Lead-Based Paint regulations.
6. Signed mortgage and promissory note for HOME assistance – if not already submitted.

CLAIM DOCUMENTATION FOR SITE DEVELOPMENT DRAWS

1. Documentation of site development costs
2. Evidence of compliance with Lead-Based Paint regulations.

CLAIM DOCUMENTATION AT UPON SALE OF UNIT TO HOMEBUYER

1. Evidence of Compliance with 203(b) Limits
2. HOME Project Completion Report
3. Copy Executed Promissory Note
4. Copy Executed Mortgage
5. Copy Executed Deed Restrictions if Resale option used
6. Income Verification
7. Copy of HUD Settlement Statement
8. Copy of Truth in Lending Form
9. Signed Resale / Recapture Worksheet
10. Final Invoice for Administrative Expenses or Balance of Rehab Expenses
11. Copy of Lead Evaluation and/or Clearance Report
12. Copy of Lead Based Paint Disclosure
13. Verification of compliance with Lafayette Housing Standards
14. Request for Use of CHDO Proceeds Worksheet

Note: Original, recorded mortgage must be submitted as soon as it is received from the closing title company.

EXHIBIT C
RESALE / RECAPTURE POLICY

It is the policy of the Lafayette Housing Consortium to maintain long term affordable housing through investments of federal funds. In accordance with the HOME regulations, this policy is enforced either by recapturing HOME funds to assist other buyers and/or properties (Recapture Option), or by restricting the sale of HOME-assisted properties to other low-income (household income less than 80% Area Median Income) buyers (Resale Option). The type and amount of HOME subsidy invested in the property determines the option and the minimum length of the affordability period applied to a property. The requirements of each option are specifically described in the legal documents for each loan. At the end of the period of affordability, the HOME subsidy is forgiven and the property is no longer subject to HOME Program restrictions. As a general practice, when both direct and indirect subsidies are invested in a property, the Recapture Option is utilized.

This policy provides an incentive for long term ownership and encourages neighborhood stability by reducing the HOME investment after five years. Over time, the homeowner's equity increases as first mortgage principal payments increase and the HOME investment is reduced. The homeowner's percentage of net proceeds is increased by capital improvements made to the property, thus protecting their investment and providing an incentive to maintain and improve the property.

In the event of a homeowner's default of HOME requirements during the affordability period due to death, life-threatening illness, or other extraordinary circumstance, the Consortium may allow assumption of the affordability requirements by an income-eligible family member on a case-by-case basis.

This policy may be amended from time to time to reflect changes in programs and local market conditions.

Recapture of HOME Funds

The Recapture Option is used when the homebuyer receives a direct subsidy for the purchase of the home, such as down payment or closing cost assistance, or when the unit is purchased at a price below the fair market value. Under this option, the minimum period of affordability is based only on the amount of the direct subsidy.

The homeowner is at liberty to sell to any buyer, at any price the market will bear, but also must repay the direct HOME subsidy received when the unit was originally purchased, which will be reduced on a pro-rata basis beginning year six of the affordability period. Prior to year six, the entire amount of the direct HOME subsidy is due upon closing. In the event the sale proceeds are insufficient to repay the entire HOME subsidy due, the Lafayette Housing Consortium will share the net proceeds with the homeowner.

Net proceeds of a sale are the sales price minus the repayment of any non-HOME loan balance and seller's closing costs. The amount of HOME funds recaptured is determined by the

percentage of Net proceeds proportionally based on the ratio of the HOME assistance to the sum of the homeowner's investment (down payment, loan principal payments and documented capital improvements) plus the HOME assistance as follows:

$\frac{\text{HOME Assistance}}{\text{HOME Assistance + (Homeowner Investment)}}$	X	Net Proceeds	=	HOME Recapture Amount

Once the HOME funds are repaid, the property is no longer subject to the HOME Program restrictions and the HOME liens placed on the property will be released.

At time of sale, if the property increases in value, the HOME investment is repaid and used to fund new eligible projects. If the property fails to appreciate by an amount sufficient to repay both the homeowner's investment and the HOME subsidy, the amount to be recaptured is proportionately reduced. If the net proceeds are less than or equal to zero, the amount to be recaptured will be zero and no additional assistance will be provided to the homeowner. The homeowner is encouraged to maintain the property in a manner that will sustain the original fair market value.

In the event of foreclosure, transfer in lieu of foreclosure or assignment of a FHA insured mortgage to HUD, and there are insufficient net proceeds to repay the HOME investment – the affordability period is terminated and the property is no longer be subject to HOME program restrictions.

Resale of Property

The Resale Option is used when only development subsidies such as site acquisition, rehabilitation, or construction financing are provided to the developer and no direct subsidy is provided to the homebuyer and the unit is sold at the fair market value. The Resale Option ensures that the home remains affordable over the entire period of affordability, even in the event of subsequent sales. Under this option the minimum period of affordability is based on the entire amount of HOME funds invested in the property and the affordability is secured with a recorded covenant or deed restriction. The developer (or Consortium, if lien holder) may use purchase options, rights of first refusal or other preemptive rights to purchase the property before foreclosure to preserve affordability.

Unless the Consortium has established a presumption of affordability for the property's neighborhood in accordance with the specialized procedures per the HOME Final Rule at 24 CFR 92.254(a)(5)(i)(B), the homeowner is required to sell the property to an eligible low-income buyer at an affordable price.

The sale must meet three criteria:

1) The new buyer must be low-income and occupy the home as their principal residence for the remainder of the original affordability period.
2) The sales price must be affordable to a reasonable range of low-income homebuyers (PITI not to exceed 30% of gross income).

3) The original buyer must receive a fair return on their investment, which includes down payment, loan principal payments, and documented capital improvements.

   a. Community-wide appreciation of property values will be considered when calculating fair return. The percentage of appreciation over the years the property was owned, as determined by sales price data provided by the Lafayette Regional Association of Realtors, or its successors, will be used to allow the property owner the same appreciation rate as the rest of the community.

The selling price is determined by adding the non-HOME debt balance, seller's closing costs and fair return. If the selling price of the home is not affordable to low-income families, the Consortium may choose to provide additional direct subsidy to the new buyer to meet the affordability requirements. In this case, a new affordability period based on the direct subsidy amount is applied to the property, but the total (original + new) HOME funds invested in the property may not exceed the regulatory limit on HOME assistance per unit. The additional funding must be through an existing homebuyer program and the new buyer must complete an approved homebuyer education course.

Calculation to Determine Fair Return:

The Lafayette Regional Association of Realtors maintains average sales prices within Tippecanoe County. The Consortium maintains a chart of the average sales price for the calendar years since 1995. Homeowner activities prior to 1995 have met the required period of affordability and are not subject to resale restrictions at this time. The appreciation (or depreciation) rate is determined by computing the percent of change from the year of purchase to the year of sale. The homeowner investment is increased or decreased according to the percent of change.

$$\frac{\text{Average Sales Price Year of Sale} - \text{Average Sales Price Year of Purchase}}{\text{Average Sales Price Year of Purchase}} = \text{Percent of Change}$$

100	+ (-)	Percent of Change	X	Homeowner Investment (Down Payment, Principal Payments, Capital Improvements)	=	Fair Return

EXHIBIT D
AFFIRMATIVE MARKETING POLICY

Policy Statement

The Consortium of Lafayette has adopted an affirmative marketing goal for CDBG / HOME-assisted residential units to assure that individuals who might not normally apply to own or rent such properties because of their race, color, ethnicity, religion, age, sex, handicap, or familial status, know of the opportunities and feel welcome to apply for ownership or rental opportunities.

Procedures

1. Inform the Public, Potential Owners and/or Renters about Federal Fair Housing Laws and Affirmative Marketing Policies.

The Consortium will require owners, developers, and sponsors of properties that contain CDBG / HOME-assisted housing units (hereinafter referred to as "Grantee") to implement the affirmative marketing goal of the Consortium of Lafayette to assure that individuals who normally might not apply for CDBG / HOME-assisted units because of their race, color, ethnicity, religion, sex, handicap, or familial status: a) know of the availability of such units, b) feel welcome to apply, and c) have the opportunity to own and/or rent the units.

Agencies and Grantees using CDBG / HOME funds for housing acquisition, rehabilitation, or down payment assistance will inform the public and potential owners and/or renters of CDBG / HOME-assisted units by the use of the Equal Housing Opportunity logo or slogan in press releases, solicitations and written communications to all groups, and by posting the Equal Housing Opportunity logo in each project building or rental office.

2. Inform Public, Potential Owners and/or Renters about Available Units.

Legally binding agreements will require the Grantee to market CDBG / HOME-assisted units in an affirmative manner in order to attract renters or owners who might not normally apply to own or rent such properties, regardless of their race, color, ethnicity, religion, sex, handicap, or familial status.

While soliciting owners or renters, the Grantee shall conduct outreach efforts to reach persons least likely to apply for the housing. The solicitations and advertising shall include the Equal Housing Opportunity logo, slogan, or statement. The Fair Housing poster shall be displayed where visible to applicants. Locations or contacts for outreach include, but are not limited to:

Social service agencies
Neighborhood groups and associations
Local media
Community contacts (groups/organizations located within the housing market area)
Newsletters for senior citizens, disability or other special needs groups

Community centers
Places of worship

Marketing Plan Submission

For all housing projects with five (5) or more HOME-assisted units, Grantee must submit a Marketing Plan in writing to the Lafayette Community Development Department for approval within sixty (60) days of the date of the executed contract and before the first draw is released. The Marketing Plan must include the following:

Methods for informing the public, owners and potential tenants about fair housing laws.
Description of what Grantee will do to affirmatively market housing assisted with HOME funds.
Identification of groups in the housing market area who are least likely to apply for the housing because of its location or other factors without special outreach.
Description of what Grantee will do to inform persons not likely to apply for housing without special outreach.

Record Keeping

To document implementation of the Affirmative Marketing Program activities, Grantees will meet the record-keeping requirements of 24 CFR 92.508(a)5(i) and (ii) and 92.351 concerning racial, ethnic, and gender characteristics, and maintain the following records:

Complete demographic characteristics of all applicants.
Grantee's written acknowledgement of fair housing notice and laws.
Record of contact with applicants.
Copies of notices to social service agencies, neighborhood and other groups specified above.
Copies of press releases, media coverage, mailings and other pertinent information.

Assessment and Corrective Action

The Consortium will assess the affirmative marketing efforts for effectiveness using the following steps. If corrective action is necessary, the Consortium will work closely with the Grantee until the issues are resolved.

To determine if good faith efforts have been made, the Consortium will periodically compare the information contained in the records with actions taken to implement the affirmative marketing efforts.
To determine results, the Consortium will examine whether persons from all racial and ethnic groups in the community either were aware of or applied for units that were affirmatively marketed.
The Consortium may periodically perform ownership and/or tenant surveys to determine the source of referrals.
If it is determined that the Grantee has not affirmatively marketed the program, corrective actions may be required. These may include an initial conference to discuss required changes, possible disqualification from future participation in CDBG / HOME programs and/or legal action.