



Contract Number

22-1109

SAP Number

Community Development and Housing

<p>Department Contract Representative</p> <p>Telephone Number</p>	<p>Gary Hallen, Director</p> <p>909-387-4411</p>
<p>Contractor</p> <p>Contractor Representative</p>	<p>AMCAL Las Terrazas Fund, L.P.</p> <p>Alex Pratt, Vice President of Development</p>
<p>Telephone Number</p>	<p>(818) 760-0694 x 117</p>
<p>Contract Term</p>	<p>11/17/2020 – 11/17/2077</p>
<p>Original Contract Amount</p>	<p>\$9,179,552</p>
<p>Amendment Amount</p>	<p>0</p>
<p>Total Contract Amount</p>	<p>\$9,179,552</p>
<p>Cost Center</p>	<p>6210002472</p>

Construction of the Project is expected to be completed by June 2022. The County invested \$9,179,552 of HUD HOME Investment Partnerships Act Funds (HOME Funds) into this Project and HUD occasionally monitors and reviews agreements, processes, and other actions taken for projects using HOME Funds. HUD has reviewed this Project and the Letter Agreement will satisfy HUD's review and will memorialize the intent of the original HOME Loan documents and the County's Regulatory Agreement, an exhibit of the Loan Agreement, approved by the Board on November 17, 2020 (Item No. 36). The Letter Agreement will meet the action required by HUD related to the HOME funding in this Project.

The Letter Agreement does not commit the County to any additional funding on the Project nor does it add any additional conditions on the Developer or the County. The Letter Agreement reemphasizes the catchall provisions in the HOME Loan documents and makes clear that the Developer must comply with all HOME requirements to adequately address all applicable concerns raised in HUD's review.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ 
Suzanne Bryant, Deputy County Counsel

Date 3/8/2022

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶


Gary Hallen, Director

Date

3/8/2022



Community Revitalization Community Development & Housing

Supriya Barrows
Deputy Executive Officer

Gary Hallen
Director

March 15, 2022

Arjun Nagarkatti, President
AMCAL Las Terrazas Fund, L.P.
c/o AMCAL Multi-Housing Inc.
30141 Agoura Rd., Suite 100
Agoura Hills, CA 91301

Re: Letter Agreement re: County HOME Loan Documents

Dear Mr. Nagarkatti:

San Bernardino County ("County") and AMCAL Las Terrazas Fund, L.P., a California limited partnership ("Borrower") are parties to (among other documents): (1) that certain HOME Investment Partnerships Act Loan Agreement, dated as of November 17, 2020, as such may be amended (the "HOME Loan Agreement"); and (2) that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 17, 2020, as such may be amended (the "HOME Regulatory Agreement" and collectively with the HOME Loan Agreement, the "HOME Loan Documents") governing the use of the HOME Loan funds and operation of the one-hundred and twelve (112) units of affordable housing commonly referred to as Las Terrazas Apartments ("Development").

The County recently underwent a compliance review audit by the Department of Housing and Urban Development ("HUD") for the Development (IDIS activity 6986). This letter is intended to address Finding 5 of the HUD audit that requires the County to amend and submit to HUD its written agreements for IDIS activity 6986, to include all the required provisions outlined in the Report and summarized below:

1. The implementing regulations from 24 CFR 5.105(a)(1): Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973
2. The correct citation of 24 CFR 2424, and the inclusion of participants when citing requirements related to debarred, suspended, or ineligible contractors or participants
3. Disclosure requirements under 24 CFR 5.105(b)
4. Drug-free work requirements under 24 CFR 5.105(c)
5. Housing counseling requirements under 24 CFR 5.111

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6. Violence Against Women Act requirements under 24 CFR 92.359

The County and Borrower agree and acknowledge that the County HOME Loan Agreement and HOME Regulatory Agreement both require that the Borrower operate the Las Terrazas Housing Development in conformance with all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations, as such may be amended or supplemented from time to time (see Section 2.3(d) of the HOME Loan Agreement and Section 4.2 of the HOME Regulatory Agreement).

The parties further agree and acknowledge that the references in the HOME Loan Agreement and HOME Regulatory Agreement are intended to be an all-inclusive requirement that the Borrower must adhere to, enabling the County to ensure that the project meets **all** HOME requirements, including but not limited to the nondiscrimination and equal opportunity; disclosure; debarred, suspended or ineligible contracts; drug-free work; housing counseling; and Violence Against Women Act. While the County believes that the catchall provisions makes clear to the Borrower that the Borrower must comply with all HOME requirements, even if not specifically outlined in the HOME Loan Documents, to adequately address all applicable concerns raised under the HUD audit Report, the County and the Borrower desire to enter into this "Letter Agreement with regards to HOME Loan Documents" to clarify the parties intent with regards to the requirements imposed under the HOME Loan Agreement and the HOME Regulatory Agreement.

By correspondence dated February 1, 2022, HUD has provided approval of the terms of this Letter Agreement and the terms shall become effective retroactive to the effective date of the HOME Loan Documents.

I. CLARIFICATION WITH REGARDS TO THE HOME LOAN AGREEMENT

The parties hereby agree and acknowledge that the following clarifications related to the HOME Loan Agreement conform to the parties understanding of how the HOME Loan Agreement is to be interpreted and implemented:

A. Notwithstanding anything to the contrary in the HOME Loan Agreement, the parties agree and acknowledge that for the Term of the HOME Loan Agreement, Section 2.3(d) shall be interpreted to mean that the Borrower shall comply with the applicable HOME Regulations, which shall specifically include the clarifications attached to this Letter Agreement as Exhibit A, and shall be incorporated therein by this reference, the Regulatory Agreement and this Letter Agreement in the use of the Loan funds.

B. Notwithstanding anything to the contrary in the HOME Loan Agreement, the parties agree and acknowledge that for the Term of the HOME Loan Agreement, Section 4.7 shall be interpreted to include the clarifications attached to this Letter Agreement as Exhibit A and shall be incorporated therein by this reference.

II. CLARIFICATION WITH REGARDS TO THE HOME REGULATORY AGREEMENT

The parties hereby agree and acknowledge that the following clarifications related to the HOME Regulatory Agreement conform to the parties understanding of how the HOME Regulatory Agreement is to be interpreted and implemented:

A. Notwithstanding anything to the contrary in the HOME Regulatory Agreement, the parties agree and acknowledge that for the Term of the HOME Regulatory Agreement, Section 4.2 shall be interpreted to mean that the Borrower's actions with respect to the Development shall at all times be in full conformity with: (a) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations, as such may be amended or supplemented from time to time, and shall specifically include the clarifications attached to this Letter Agreement as Exhibit A, and shall be incorporated therein by this reference; and (b) any other regulatory requirements imposed on Borrower.

III. MISCELLANEOUS PROVISIONS

The parties further agree and acknowledge that this Letter Agreement is declaratory of the existing intent of the parties and does not constitute a formal amendment of the HOME Loan Documents, as the material facts expressed in this Letter Agreement were previously agreed to by the parties under the original terms of the HOME Loan Documents.

Except as expressly clarified by this Letter Agreement, all other provisions of the HOME Loan Documents remain unmodified and continue in full force and effect.

This Letter Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterpart.


WHEREAS, this Letter Agreement has been entered into by the undersigned.

BORROWER:

AMCAL LAS TERRAZAS FUND, L.P., a California limited partnership

By: AMCAL FNMA LLC,
a California limited liability company,
its administrative general partner

By: AMCAL Multi-Housing Inc.,
a California corporation,
its manager

By: 
Arjun Nagarkatti, President

Date: 3-10-22

By: Brandon Affordable Housing, LLC,
a California limited liability company,
its managing general partner

By: Las Palmas Foundation,
a California nonprofit public benefit corporation,
its manager

By: _____
Joseph M. Michaels, President

Date: _____

[Signature Page Continues]

WHEREAS, this Letter Agreement has been entered into by the undersigned.

BORROWER:

AMCAL LAS TERRAZAS FUND, L.P., a California limited partnership

By: AMCAL FNMA LLC,
a California limited liability company,
its administrative general partner

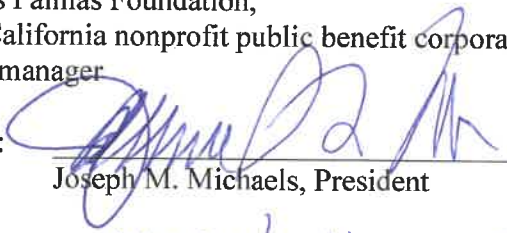
By: AMCAL Multi-Housing Inc.,
a California corporation,
its manager

By: _____
Arjun Nagarkatti, President

Date: _____

By: Brandon Affordable Housing, LLC,
a California limited liability company,
its managing general partner

By: Las Palmas Foundation,
a California nonprofit public benefit corporation,
its manager

By: 
Joseph M. Michaels, President

Date: MARCH 11, 2022

[Signature Page Continues]

COUNTY:

SAN BERNARDINO COUNTY, a political subdivision of the
State of California

By: 

Curt Hagman, Chairman, Board of Supervisors

MAR 15 2022

Date: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell

Clerk of the Board of Supervisors

San Bernardino County

By: 



APPROVED AS TO LEGAL FORM:

Tom Bunton, County Counsel

By: _____

Suzanne Bryant, Deputy County Counsel

COUNTY:

SAN BERNARDINO COUNTY, a political subdivision of the
State of California

By: _____
Curt Hagman, Chairperson Board of Supervisors

Date: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By: _____
Deputy

APPROVED AS TO LEGAL FORM:

THOMAS BUNTON County Counsel


By: 
Suzanne Bryant,
Deputy County Counsel

EXHIBIT A

REVISIONS TO HOME LOAN DOCUMENTS

EXHIBIT A

REVISIONS TO HOME LOAN DOCUMENTS

HOME Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Loan funds as set forth in 24 C.F.R. Part 92, including the requirements of the Regulatory Agreement. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern. During the HOME Term, these requirements are federal requirements, implemented by the County; thereafter, these requirements are deemed local County requirements.

(b) The laws and regulations governing the use of the Loan funds include (but are not limited to) the following, each to the extent applicable:

(1) Eligible Project Costs. Restrictions on funding only eligible project costs as defined under 24 C.F.R. 92.206 (subject to Section 2.3 above).

(2) Environmental and Historic Preservation. 24 C.F.R. Part 50, 24 C.F.R. Part 58 et seq., which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.

(3) Applicability of Super Circular. The applicable policies, guidelines, and requirements of Title 2, C.F.R Part 200- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(4) Debarred, Suspended or Ineligible Contractors and Participants. The prohibition on the use of debarred, suspended, or ineligible contractors and participants set forth in 24 C.F.R. Part 2424.

(5) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The requirements set forth in 24 C.F.R. §5.105(a), including but not limited to, the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139)

(Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise), an Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Executive Order 13672 concerning Gender Identity.

(6) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35 et seq. and 24 C.F.R. 92.355.

(7) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. If and to the extent applicable, Borrower shall prepare and submit a relocation plan to the County for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the County), and hold harmless the County against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development.

(8) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Uniform Federal Accessibility Standards (24 C.F.R. 8.20, et seq. 8.51) and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto.

(9) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time.

(10) Uniform Administrative Requirements. The provisions of 2 C.F.R. 200 regarding Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards.

(11) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3") and implementing regulations 24 C.F.R. 135 et seq., requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this Agreement:

(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. 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 C.F.R. Part 135, which implement 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) Pursuant to Section 3, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations Developer shall ensure:

(1) that employment and training opportunities arising in connection with the Development are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 workers residing within the service area or the neighborhood of the project, and (ii) participants in YouthBuild programs; and

(2) that contracts for work awarded in connection with the Development are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the Development, and (ii) participants in YouthBuild programs.

(D) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(E) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(F) The contractor will certify that any vacant employment positions, including training positions, that are filled (A) after the contractor is selected but before the contract is executed; and (B) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(G) Developer will be considered to have complied with the Section 3 requirements, in the absence of evidence to the contrary, if it certifies that it has followed the prioritization of effort set forth in subsection (1) above, and meets or exceeds the applicable Section 3 benchmark as described in 24 C.F.R. 75.23(b).

(H) Developer shall maintain records of its Section 3 activities and cause such records to be accurate and current and in a form that allows the City to comply with the reporting requirements of 24 C.F.R. 75.25.

(I) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(J) As applicable, with respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(12) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1.5 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

(13) Drug Free Workplace. The requirements set forth in 24 C.F.R. §5.105(d), including but not limited to, the requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690, 41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 C.F.R. Part 2429.

(14) Anti-Lobbying; Disclosure Requirements. The requirements set forth in 24 C.F.R. §5.105(b), including but not limited to, the disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87 and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).

(15) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist.

(16) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement.

(17) Religious Organizations. If the Borrower is a religious organization, as defined by the HOME requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of HOME funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257.

(18) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds including but not limited to HUD regulations as may be promulgated regarding subrecipients.

(19) Physical Needs Assessment. The Borrower shall conduct, or caused to be conducted, a physical needs assessment on the Development once every five (5) years from the date that the Construction of the Development is completed. The Borrower shall comply with all HUD requirements for conducting and documenting the physical needs assessment and shall provide the County with a copy of all documentation related to each physical needs assessment conducted, or caused to be conducted, by the Borrower. Borrower may pay for such physical needs assessment from the Monitoring Fee Funds, as such term is defined in Section 3.14(c) of the DDA.

(20) Housing Counseling. Compliance with the requirements of 24 C.F.R. §5.111, any housing counseling, including homeownership counseling or rental housing counseling, as defined in 24 C.F.R. §5.100, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x.

(21) VAWA Requirements. The requirements of the Violence Against Women Act at 24 C.F.R. part 5, subpart L. The owner of HOME-assisted rental housing must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit, or denied admission to a HOME-assisted unit based on the owner's tenant selection policies and criteria. The owner of HOME-assisted rental housing must also provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-assisted unit.