

## **REQUIRED CITY CERTIFICATIONS**

The Developer/Owner(s) ("Applicant") hereby certifies:

### **1. Truth of Application**

That the information submitted in the Applicant's proposal ("Project") for City of Oakland Acquisition and Conversion to Affordable Housing ("ACAH) Program funding, and if applicable, for federal Neighborhood Stabilization Program (NSP) funds, and any supporting materials is true, accurate, and complete to the best of its knowledge. Applicant acknowledges and understands that if facts and/or information herein are found to be misrepresented, it shall constitute grounds for the default of the loan for which application is being made.

### **2. No Conflicts of Interest**

That, to the best of its knowledge, no "covered person" (as defined below) associated with the City has or will obtain a financial interest or benefit from this loan or the Project, or has or will obtain an interest in any contract, subcontract or agreement with respect to the loan, the Project or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during that covered person's tenure with the City or for one year thereafter. A "covered person" for purposes of this paragraph includes any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to activities assisted with HUD funds, (a) exercises or have exercised any functions or responsibilities, or (b) is in a position to participate in a decision-making process, or (c) is in a position to gain inside information. No officer, employee, agent, or consultant of Applicant or Applicant's affiliates may occupy a Project Unit. Applicant's attention is directed to the conflict of interest rules for the NSP program codified in 24 CFR §570.611.

Applicant warrants and represents, to the best of its present knowledge, that no public official of City who has been involved in the making of this loan, or who is a member of a City board or commission which has been involved in the making of this loan, has or will receive a direct or indirect financial interest in this loan or the Project in violation of the rules contained in California Government Code Section 1090, et seq., pertaining to conflicts of interest in public contracting. Applicant shall exercise due diligence to ensure that no such official will receive such an interest. If Applicant, a general partner of Applicant, or an affiliate of Applicant or Applicant's general partner is a nonprofit corporation, Applicant warrants and represents, to the best of its present knowledge, that any such public official of City who is an employee or a non-compensated director or officer of said nonprofit corporation has disqualified himself or herself from participating in City's decision to make this loan.

Applicant further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Applicant to City, that (1) no public official of City who has participated in decision making concerning this loan or the Project or has used his or her official position to influence decisions regarding this loan or the Project, has an economic interest in Applicant or the Project, and (2) neither the Project nor the loan will have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. Applicant agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Applicant's attention is directed to the conflict of interest rules applicable to governmental decision making contained in the Political Reform Act (California Government Code Section 87100, et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700, et seq.).

### **3. No Use of Suspended/Disbarred Contractors**

That Applicant its principal and its contractors:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this Application been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes or commissions of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the subsection (b) above; and
- (d) Have not within a three-year period preceding this Application had one or more public transactions (Federal, State, or local) terminated for cause or default.

If Applicant is unable to certify as to any of the above statements, Applicant has attached a written explanation to this Agreement.

**4. Choice-Limiting Actions During NEPA Review Are Prohibited**

That the applicant acknowledges that any choice limiting actions or actions that have environmental consequences as defined in the *Neighborhood Stabilization Program Requirements* section of the ACAH Program 2022 Notice of Funding Availability, if the applicant is applying for such NSP funding, will not be undertaken during the period between application submittal and the completion of the City's environmental review process.

**5. Applicant Will Abide by Program Rules**

That if Applicant is successful in receiving funds as a result of this Application, it will abide by all applicable rules and regulations governing the ACAH Program, and, if applicable, the NSP program.

**6. Applications are Public Records**

That Applicant acknowledges that the information submitted as part of this application may be made available to the public pursuant to a request under the California Public Records Act and the City of Oakland's Sunshine Ordinance.

**7. Material Changes to Project.**

That Applicant acknowledges that any material changes to the Project not disclosed to and approved by City may result in termination of funding for the Project. Material changes include but are not limited to: changes to the Project's design, amenities, and number and size of units; changes to the development budget; changes to the proposed sales prices, rents or operating expenses; changes to the sources, amounts or terms of financing; changes to the ownership entity or key staff and consultants identified in the Application, or changes to other Application items.

Applicant Name

Organization Name

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Signature

Date

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