

## **CERTIFICATIONS**

Applicant hereby certifies:

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

That the information submitted in the Loan Application 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 HOME program codified in 24 CFR §92.356.

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 noncompensated 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 matters 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

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seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700, et seq.).

Applicant represents and warrants to the best of its present knowledge, that in addition to the State statutes, regulations, local ordinances, Oakland Municipal Code and Charter provisions referenced herein, Applicant has read and is aware of the City of Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25) (the "**Act**"), including, without limitation, the provisions prohibiting Conflicts of Interest and Personal Gain set forth at OMC 2.25.040, and those prohibitions applicable to Public Servants (as defined under the Act) relating to (a) the influencing of contracts with former employers and (b) nepotism, as set forth in OMC 2.25.070. Applicant shall exercise due diligence to ensure that no Public Servant will have a conflict as a result of Applicant's application, and Applicant shall immediately notify the City in writing of any real or possible conflict of interest described herein.

### **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 *Program Description and Requirements* section will not be undertaken during the period between application submittal and the completion of the City's environmental review process.

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**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 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.

**8. Acknowledgement of Financing Commitment Timeline**

That Applicant acknowledges their understanding that, 24 months after receiving City Council approval for the Project's City financing commitment, the Project must have received enforceable commitments for all other financing sources, or the Project will risk losing it's City financing commitment and risk receiving negative points on future applications for City funding.

**9. Status of New Materials Submitted**

That Applicant acknowledges that the identified status of submitted materials as either "new" or "unchanged" on the Housing Development Financing Application Checklist is true and accurate as of the date of submission.

Applicant Name(s):

\_\_\_\_\_

Signature/Date:

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\_\_\_\_\_

**ATTENTION: CONTRACTORS DOING BUSINESS  
WITH THE CITY OF OAKLAND**

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**IMPORTANT NOTICE OF CAMPAIGN CONTRIBUTION REPORTING  
REQUIREMENTS**

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The Oakland Campaign Reform Act prohibits contractors doing business or seeking to do business with the City of Oakland, or the Oakland Unified School District from making campaign contributions to Oakland candidates **between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.**

Effective July 27, 1999, if you are a contractor doing business with, or submitting a proposal to do business with, the City of Oakland, you are required pursuant to the City's Campaign Reform Act to sign and date the attached ACKNOWLEDGEMENT OF CAMPAIGN CONTRIBUTION LIMITS FORM at the time you formally submit a bid, proposal, qualification or contract amendment.<sup>1</sup>

The attached ACKNOWLEDGEMENT must be received at the same time the bid, proposal, qualification or contract amendment is submitted. **Contracts may not be awarded to any contractors who have not signed this certification.** In addition, failure to file this form with any proposal or submittal subject to section 3.12.140 of the Oakland Campaign Reform Act, or filing a false acknowledgement, shall subject you to the criminal and civil enforcement provisions contained in the Act. The Oakland Public Ethics Commission is charged with enforcement of the provisions of the Act.

The City Clerk shall keep an updated list of current contractors available for inspection. The Campaign Reform Act, Oakland Municipal Code section 3.12, is available for your review at the City Clerk's Office, One Frank Ogawa Plaza, 2<sup>nd</sup> Floor, Oakland, CA. You may also access the Campaign Reform Act on the City's website at: <https://www.oaklandca.gov/resources/oakland-campaign-reform-act-pec>.

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<sup>1</sup> The attached ACKNOWLEDGEMENT is required for contractors seeking to do business with the City of Oakland. For contracts with the Oakland Unified School District, please contact the Oakland Unified School District.

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## Contractor Acknowledgement of City of Oakland Campaign Contribution Limits

To be completed by City Representative prior to distribution to Contractor

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

This is an  Original  Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name \_\_\_\_\_ Phone \_\_\_\_-\_\_\_\_-\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_ Zip \_\_\_\_\_

Type of Submission (check one)  Bid  Proposal  Qualification  Amendment

**Majority Owner** (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_-\_\_\_\_-\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_ Zip \_\_\_\_\_

**The undersigned Contractor's Representative acknowledges by his or her signature the following:**

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name of Signer Position

To be Completed by City of Oakland after completion of the form

Date Received by City: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

Date Entered on Contractor Database: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_