

EXHIBITS

Exhibit A: Required City Certifications

CERTIFICATIONS

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

1. Truth of Application

That the information submitted in the Homekey proposal ("Project") 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 grant 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 grant or the Project, or has or will obtain an interest in any contract, subcontract or agreement with respect to the grant, 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 grant, or who is a member of a City board or commission which has been involved in the making of this grant, has or will receive a direct or indirect financial interest in this grant 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 grant.

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 grant or the Project or has used his or her official position to influence decisions regarding this grant or the Project, has an economic interest in Applicant or the Project, and (2) neither the Project nor the grant 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 11 of the City Program Guidelines section 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 City's Homekey program and the State's Homekey 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. Coordinated Entry System

That Applicant commits to using the Alameda County Coordinated Entry System (CES) for all resident referrals, based on the countywide assessment and prioritization process. Referral processes in addition to the CES process but may be requested as part of this RFP.

9. Commitment to Homekey Application Requirements

That if selected through this RFP, Applicant will commit to providing the following items in time for the State Homekey application in late December:

- (a) **Resolutions:** City and co-applicants must submit authorizing resolutions that, in the State HCD’s reasonable determination, materially comports with the program’s requirements and is legally sufficient. For the City, this will be the City Council resolution; for developer/owner organizations, this will be a resolution of the governing board. In addition, each co-applicant shall submit a complete set of its organizational documents (including any amendments thereto).
- (b) **Appraisal:** “As is” appraisal to determine fair market value. Appraisals must conform to the Uniform Standards of Professional Appraisal Practice (USPAP), in particular Standards 1 and 2. In addition, appraisals must comply with the appraisal requirements of the Appraisal Institute’s Regulation 3. All appraisers must be California State Licensed/Certified.
- (c) **PNA:** Acquisition projects must provide a copy of a Physical Needs Assessment (PNA) that describes the deficiencies to be addressed by the rehabilitation, emergency repairs, health and safety issues and lead abatement and asbestos report, if applicable. The PNA must also include preliminary cost estimates for the repairs.
- (d) **Executed Purchase Contract** with appropriate financing and due diligence contingencies.
- (e) **Preliminary Title Report**
- (f) **Insurance:** Applicant will provide documentation of ability to obtain insurance coverages required in Exhibit D for both the State Homekey application and the City of Oakland. Applicant understands that the City in its discretion may reject requests for waivers of the City insurance requirements in Exhibit D, and the City cannot waive the State’s Homekey insurance requirements.
- (g) **Phase 1 Environmental Report**
- (h) **Preparation of CEQA Determination**
- (i) **Preparation of NEPA Determination (if federal funding awarded)**

Applicant Name(s):

Signature/Date:
