

Multifamily Predevelopment Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov't Code, the Multifamily Direct Loan Rule at 10 TAC §13.2, and the Qualified Allocation Plan at 10 TAC §11.1(d).

I (We) hereby make application to the Texas Department of Housing and Community Affairs (the Department) for an award of Multifamily Predevelopment Grant funds.

This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov't Code, Chapter 552. All persons who have a property interest in the Application, along with all plans and third-party reports, acknowledge that the Department may publish them on the Department's website, release them in response to a request for public information, and make other use of the information as authorized by law.

The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development as further defined in 10 TAC §11.202 of the Qualified Allocation Plan. Any issues of non-compliance have been disclosed with the Application.

The Development Site is eligible under 10 TAC §11.101, or a request for pre-determination of eligibility has been submitted prior to or with the Application.

I (We) agree that if awarded funds, I (We) will be required to enter into a 2020 Multifamily Predevelopment Contract with the Department with the terms as outlined in the NOFA.

All representations, undertakings and commitments made by Applicant in the Application process for Predevelopment assistance expressly constitute conditions to any grant award which the Department may issue, and the violation of any such condition shall be sufficient cause for the termination of the Contract by the Department.

I (We) agree that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned relating to the Multifamily Predevelopment Grant; therefore, I (We) assume the risk of all damages, losses, costs, and expenses related thereto and agree to indemnify and save harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decision concerning this application for a Multifamily Predevelopment Grant.

On behalf of the Applicant and all affiliates of the Applicant (hereinafter "Applicant"), I (We) hereby certify that the Applicant is familiar with the state Rules, as published in 10 TAC Chapters 1, 2, 11, and 13, as applicable. I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the Multifamily Predevelopment Grant are true and correct, and that I (We) have undergone sufficient investigation to affirm the validity of the statements made and the Department may rely on any such statements.

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the application. By signing this document, I (We) affirm that all statements made in this government document are true and correct under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vernon 2011).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant's competitive advantage, the Department will disqualify the Applicant and may hold the Applicant ineligible to apply for Multifamily Predevelopment funds or until any issue of restitution is resolved. If false information is discovered after the award of Multifamily Predevelopment funds, the Department may terminate the Applicant's written agreement and recapture all Multifamily Predevelopment funds expended.

I (We) shall not, in the provision of services, or in any other manner discriminate against any person on the basis of age, race, color, religion, sex, national origin, familial status, or disability. Verification of any of the information contained in this application may be obtained from any source named herein.

I (We) have written below the name of the individual authorized to execute the Multifamily Predevelopment Grant agreement and any and all future contracts related to this application. If this individual is replaced by the organization, I (We) must inform the Department within thirty (30) calendar days of the person authorized to execute agreements, commitment or contracts on behalf of the Applicant.

I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

If, after receiving a public subsidy, I (We), am convicted of a violation under 8 U.S.C Section 1324a(f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Texas Government Code Section 2264.053, not later than the 120th day after the date TDHCA notifies Name of Applicant of the violation.

Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant (hereinafter “Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Multifamily 2020-4 Special Purpose Notice of Funding Availability: Predevelopment as approved by the Department’s Governing Board on February 20 2020, for which I (We) am applying.

I (We) understand that, pursuant to 10 TAC §13.11(b)(13), all contractors and the Development Owner, must sign and submit the appropriate documentation with each draw to attest that each request for payment of Multifamily Predevelopment funds is for the actual cost of providing a service.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the Department. I (We) certify that all audits are current at the time of application. I (We) certify that any Audit Certification Forms have been submitted to the Department in a satisfactory format on or before the application deadline for funds or other assistance pursuant to 10 TAC §1.3(b).

Termination of Relationship in an Affordable Housing Transaction *(select one box as applicable)*

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that has terminated, voluntarily or involuntarily, within the past ten (10) years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(M) of the Qualified Allocation Plan related to such disclosure.

_____ The Applicant certifies that no disclosure regarding §11.202(1)(M) of the Qualified Allocation Plan is necessary.

Voluntary Compliance Agreement with any Governmental Agency *(select one box as applicable)*

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.

_____ The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.

By: _____
Signature of Authorized Representative

Printed Name

Title

Date

THE STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, _____.

(Seal)

Notary Public Signature