

**Mixed-Finance
Development
Certifications & Assurances**

**U.S. Department of Housing and
Urban Development**

OMB Approval No. 2577-0275
(exp. TBD)

The public reporting burden for this collection of information for the Mixed-Finance Project of Public Housing Units is estimated to average 0.25 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, in the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2577-0275. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

This collection of information is required for developing a Mixed-Finance rental project pursuant to HUD regulations 24 CFR 905. The information will be used to provide HUD with sufficient information to enable a determination that the proposed housing project is demographically and financially feasible and that HUD statutory and regulatory requirements have been met. No assurances of confidentiality are provided for this information collection.

DEVELOPMENT PROPOSAL PROJECT INFORMATION
Official Housing Authority Name ("Authority")
Name of the Project Described in the HUD Approved Development Proposal ("Project")
Name of the Owner Entity of the Project ("Owner Entity"):
Number of Public Housing Units in the Project ("Public Housing Units"):
PIC Project Number, if Available:

THESE CERTIFICATIONS AND ASSURANCES are provided by the Authority to the United States Department of Housing and Urban Development ("HUD") in connection with the above-named Project and Public Housing Units contained within, as described in the Development Proposal submitted by the Authority ("Proposal") for the above Project, pursuant to 24 CFR §905.606 or successor regulation. These Certifications and Assurances must be signed by the Authority prior to HUD approval of the Development Proposal. These Certifications and Assurances are in addition to those found in the Mixed-Finance Amendment to the Annual Contributions Contract ("Mixed-Finance Amendment.")

By signing these Certifications and Assurances, the Authority hereby warrants under penalty of perjury, to the best of the Authority's knowledge, information, and belief, that the declarations contained herein are true and correct, and the Authority warrants that:

1. This Certification may not be altered, modified, or rescinded without the prior written approval of HUD;

2. The Project will be included in and be consistent with the Authority's Annual Plan and Capital Funds Program 5-Year Action Plan;
3. The Authority has consulted with affected residents prior to submission of the Development Proposal to solicit resident input into development of the Project as required by 24 CFR 905.600(c)(2);
4. The Authority will comply with Site and Neighborhood Standards in development of the Project as required by 24 CFR 905.602(c);
5. For all acquisition or rehabilitation activities the Authority will comply with relocation requirements as required by 24 CFR 905.308(b)(9);
6. The Authority will ensure that public housing funds committed to the Project are only used to pay for costs associated with the public housing units and that the Project meets the "pro rata test" as required by 24 CFR 905.604(c)(2) and (3);
7. The Authority will ensure that the public housing units developed as part of the Project are comparable in size, location, external appearance and distribution to the non-public housing units and that the project complies with accessibility requirements specified at 24 CFR 905.312 and any other design requirements that apply.
8. The Authority will comply with all environmental regulations found at 24 CFR part 58 or part 50 as they apply to the Project;
9. The Authority has (1) used an open and competitive process to select its partner and/or Owner Entity, and has ensured that there is no conflict of interest involved in its selection of the partner and/or Owner Entity to develop and operate the Project, or (2) an Authority agency or instrumentality was selected, in accordance with 2 CFR part 200, Subpart D, and agrees that it will follow 2 CFR part 200, Subpart D, in the selection of contractors;
10. The Authority will require its selected partner and/or Owner Entity to comply with all applicable State and local procurement and conflict of interest requirements with respect to the selection of entities to assist in the development, as required under 24 CFR 905.604(h) or successor regulation;
11. The Authority will require that if the partner and/or Owner Entity (or any other entity with an identity of interests with such parties) wants to serve as the general contractor for the development of the Project, it may award itself the construction contract only if:

- a. The identity of interest general contractor's bid is the lowest bid submitted in response to a public request for bids; or,
- b. The Authority submits a written justification to HUD and provides an independent third-party cost estimate that demonstrates that the identity of interest general contractor's costs are less than or equal to the independent third-party estimate; and,
- c. HUD approves the identify of interest general contractor in conjunction with HUD's approval of the Development Proposal.

12. The Authority certifies that the Development Proposal submitted to HUD is in compliance with the provisions of 24 CFR 905, subpart F and is an accurate representation of the Project.

13. The Authority assures HUD it has obtained all documents necessary to establish its rights and responsibilities associated with the development and operation of the Project, and warrants that those documents are or will be consistent with the Applicable Public Housing Requirements; such documents shall include, but not be limited to:

- a. A regulatory and operating agreement between the Authority and Owner Entity that provides binding assurances that the operation of the Public Housing Units will be in accordance with Applicable Public Housing Requirements;
- b. A partnership, development agreement, or other agreement between any of the participating parties, including an agreement between the Authority and the Owner Entity, its partner, or other participating parties, that establishes the rights and liabilities (financial and otherwise) of the parties;
- c. A management agreement for the Public Housing units if managed by an entity other than the Authority;
- d. A Cooperation Agreement or CHAS certification;
- e. All financing documents, including mortgages, loan agreements or such other documents that evidence the availability of the participating party(ies) financing, the amount and source of financing committed to the Project;
- f. The organizational documents of the Owner Entity;
- g. Evidence of control of the site by the Authority, Partner, or Owner Entity for such a period of time as required by 42 U.S.C. 1437g;

h. Evidence that all applicable permits and zoning requirements are in place or a certification that permits and zoning will be in place prior to construction start;

14. To ensure the irrevocable nature of the committed funds, the PHA shall review the legal documents committing such funds to ensure that the progress milestones and contracts are generally consistent with similar affordable housing transactions; that the Authority and/or its Owner Entity know of no impediments that would prevent the Project from moving forward consistent with the project milestones and conditions precedent; and after conducting sufficient due diligence, that such documents are properly executed by persons or entities legally authorized to bind the entity committing such funds;

15. The Authority warrants that prior to commencement of construction on the Project that HUD's Declaration of Restrictive Covenants shall be recorded properly under local law and procedures in standard form as the first document recorded against the Project and that the Project will remain available for use by low-income families for the period required by the Act;

16. The Authority will ensure that operating funds provided under section 9 of the 1937 Act will only be used for eligible activities identified in the Mixed Finance ACC Amendment that describes this Project. Furthermore, the Authority will ensure operating funds are not used for exit taxes in connection with any low-income housing tax credit program or to initially fund any operating reserve account. Lastly, the Authority will ensure that operating funds are not used for the payment of debt service without prior HUD approval;

17. The Authority shall not authorize a mortgage or otherwise grant a security interest in the Project or other property of the Authority, including under section 30 of the Act, without prior HUD approval;

18. The Authority will keep records in accordance with 2 CFR subpart D and facilitate an effective audit to determine compliance with program requirements. All records, including any attachments to this Certification will be available at all times for HUD inspection and review;

19. There shall be no disposition of the public housing units without the prior written approval of HUD during and for ten years after the end of the period in which the public housing units receive operating subsidy from the Authority. The Authority will ensure that the ownership entity will not, without HUD's prior written approval, transfer any security interest in the ownership entity except for those transfers permitted by the ACC Amendment and Declaration of Restrictive Covenants, which govern such transfers;

IN WITNESS WHEREOF, the Authority has caused these Certifications and Assurances to be duly executed.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

Date

Authority

By: _____

Name: _____

Title: _____