

### COMMUNITY DEVELOPMENT BLOCK GRANT CDBG-CV EMERGENCY RENTAL ASSISTANCE PROGRAM APPLICATION GUIDELINES AND CHECKLIST

- Applicant must provide evidence of impending eviction that will result in eviction from their current residence.
- Applicant must demonstrate a financial hardship, such as a reduction in hours or loss of employment that will result in eviction from their current residence.
- Applicants must have a household income below 80% of the area median income as set by HUD and meet other eligibility criteria.
- Applications for assistance will be are processed on a first come, first served basis.
- In order to expedite the process, residents should submit all applicable documents listed in the Application Checklist.

#### How do I apply for the program?

To apply for the program, you will need to complete the attached application and gather documents noted in the Application Checklist. The Application Checklist includes supporting documentation needed, however some items may not be applicable to your household. Those items can be discussed in more detail during a virtual or telephone appointment.

Due to the COVID-19 pandemic and for the safety of both residents and employees of the City of Edinburg, the application and other applicable documents must be submitted through one of the following:

- 1. *Electronically*, by secure upload, at <a href="mailto:erap@cityofedinburg.com">erap@cityofedinburg.com</a>
- Via Mail to: City of Edinburg Community Development/Grants Management 415 W. University Drive Edinburg, Texas 78541
- 3. Via Fax to: (956) 292-2140

#### Who do I contact if I have questions?

Please contact Mrs. Veronica Guerrero, Housing Coordinator at 956-388-8206 for any questions regarding the information provided herein. Questions can also be submitted via e-mail to <a href="mailto:erap@cityofedinburg.com">erap@cityofedinburg.com</a>

Appointments are only available virtually or by telephone.

## Edinburg

## **APPLICATION CHECKLIST**

1	Current Rental Lease Agreement/Contract				
2	An Eviction Notice, Notice to Vacate or Past Due Notice with breakdown of arrears and late fees.				
3	<ul> <li>Proof of financial hardship documents due to the COVID-19 pandemic, such as:</li> <li>Two months most recent pay stubs, showing year to date earnings.</li> <li>Unemployment Benefits Letter</li> <li>A letter from employer verifying a loss of income or reduction in hours. The letter must be on employer's official letterhead.</li> </ul>				
4	Driver's License, I.D. Card or Proof of Citizenship/Permanent Resident Card				
5	Social Security Cards and Birth Certificates of all household members				
6	Verification of any other form of income (Retirement benefits, Investments, etc.)*				
7	Persons receiving Social Security and/or Disability must provide most recent Social Security Award letter available*				
8	Last two months of bank statements for all Checking/Savings Accounts*				
9	Most recent Income Tax Return*				
10	Conflict of Interest Affidavit Form				
11	COVID-19 Liability Waiver Form				
12	Certification of Residency Form				
13	Bedroom Size Form				
14	Zero Income Certification*				
15	Duplication of Benefits Analysis Applicant Self-Certification Form				
16	Utility bill (light, water or gas) showing proof of residence				
17	Landlord Certification, W-9 and Conflict of Interest Affidavit				
*If c	applicable				



## COMMUNITY DEVELOPMENT BLOCK GRANT CDBG-CV EMERGENCY RENTAL ASSISTANCE PROGRAM APPLICATION

The Community Development Block Grant-Coronavirus (CDBG-CV) Emergency Rental Assistance Program (CDBG-CV ERAP) has been developed to prevent, prepare for, and respond to the coronavirus (COVID-19). This program will provide up to six (6) months of consecutive emergency rental assistance payments for qualifying families living inside the city limits and will only be granted one time per household. Applicant must demonstrate a financial hardship, such as a reduction in hours or loss of employment that will result in eviction from their current residence. A hardship can be demonstrated by providing paystubs, unemployment benefit letter or a letter from employer verifying a loss of income or reduction in hours. Assistance will be provided on a first come, first served basis. The program is available for households that are renting/leasing their current place of residence.

APPLICANT'S NAME:	P	PHONE NUMBER:			
CO-APPLICANT'S NAME:	P	PHONE NUMBER:			
RESIDENCE ADDRESS:					
MAILING ADDRESS (if different):					
Does the applicant reside inside the City limits of Edinburg?					
LANDLORD:	PHONE NUMB	ER:			
ADDRESS:C	ITY:	_, TEXAS ZIP CODE:			

#### **HOUSEHOLD/FAMILY INFORMATION**

Please complete the following for <u>ALL</u> household members residing in the residence:

Full Name	Date of Birth	Relationship	Gender

#### CHARACTERISTICS OF HEAD OF HOUSEHOLD MEMBER:

	White	Black		Hispanic			
	Native American (Indian)	Asian		Other			
MAR	ITAL STATUS:						
	Single	Married		Separated			
	Divorced	Widowed	ł				
ESSE	NTIAL SERVICE PERSONNEL	(please check one	):				
	Medical personnel	First Responder	Law Enfor	rcement			
	Educator	Active Military	Governm	nent Employee			
<u>EMP</u>	LOYMENT INFORMATION:						
APPL	ICANT'S EMPLOYER (CURRE	ENT)					
NAM	E:		PHONE NUMB	ER:			
STREET ADDRESS:							
YEAR	YEARS EMPLOYED: POSITION:						
SUPERVISOR'S NAME:							
Please indicate which of the following statements apply to the Applicant:							

• I have experienced a reduction in salary as a result of the coronavirus (COVID-19) Explain:

- I have had my hours reduced as a result of the coronavirus (COVID-19) Explain:
- I have been furloughed as a result of the coronavirus (COVID-19)

#### Explain:

	<ul> <li>I have been laid off as a result of the coronavirus (COVID-19)     </li> <li>Explain:         <ul> <li>I have been terminated as a result of the coronavirus (COVID-19)</li> <li>Explain:             <ul> <li>Explain:</li> </ul> </li> </ul> </li> </ul>					
	Other Explain:					
	PPLICANT'S EMPLOYER (CURRENT)					
NAME:	::	PHONE NUMBER:				
STREET	T ADDRESS:					
YEARS	EMPLOYED: POS	SITION:				
SUPER	IPERVISOR'S NAME:					
Please	lease indicate which of the following statements apply to the Co-Applicant:					

- I have had my hours reduced as a result of the coronavirus (COVID-19) Explain:
- I have been furloughed as a result of the coronavirus (COVID-19)

#### Explain:

- I have been laid off as a result of the coronavirus (COVID-19) Explain:
- I have been terminated as a result of the coronavirus (COVID-19) Explain:
- Other Explain:

#### HOUSEHOLD INCOME:

Please indicate an amount and if you are paid weekly (W), bi-weekly (BW), bi-monthly (BM), monthly (M), or annually (A).

SOURCE	APPLICANT	CO-APPLIANT	OTHER MEMBERS
			AGE 18+
Gross Salary			
Overtime, Tips, Bonuses			
Social Security			
Disability			
Pensions, Veterans			
Benefits, etc.			
Unemployment/Workers			
Comp			
Alimony, Child Support			
Business Net Income			
Rental/Real Estate			
Income			
Welfare Payments			
(TANF)			
Other			
TOTALS			

ТҮРЕ	CASH VALUE	INCOME FROM ASSET	BANK OR POLICY NAME	ACCOUNT NO.
Checking				
Savings				
Cash/Bank Card				
401(k)				
Retirement				
Stocks, Bonds,				
Mutual Funds				
Money Market				
Other Accounts				
Other Property				
Owned				
Life Insurance				
Vehicles (other				
than main)				
TOTALS				

#### **CO-APPLICANT**

ТҮРЕ	CASH VALUE	INCOME FROM ASSET	BANK OR POLICY NAME	ACCOUNT NO.
Checking				
Savings				
Cash/Bank Card				
401(k) Retirement				
Stocks, Bonds, Mutual Funds				
Money Market				
Other Accounts				
Other Property Owned				
Life Insurance				
Vehicles (other than main)				
TOTALS				

#### ADULT MEMBER OF HOUSEHOLD

ТҮРЕ	CASH VALUE	INCOME FROM ASSET	BANK OR POLICY NAME	ACCOUNT NO.
Checking				
Savings				
Cash/Bank Card				

401(k)		
Retirement		
Stocks, Bonds,		
Mutual Funds		
Money Market		
Other Accounts		
Other Property		
Owned		
Life Insurance		
Vehicles (other		
than main)		
TOTALS		

Are you or the co-applicant on a waiting list for assistance from another agency? \_\_Yes \_\_No

#### If you have answered yes, please list the agency and describe the requested assistance:

#### FAIR MARKET RENT

The current Fair Market Rent (FMR) published by HUD determines the maximum subsidy for a family as follows, however is subject to change:

#### FY 2021 McAllen-Edinburg-Mission, TX MSA FMRs for All Bedroom Sizes

FY 2021 FMRs By Unit Bedrooms					
Year <u>Efficiency</u> One-Bedroom Two-Bedroom Three-Bedroom Four-Bedroom					Four-Bedroom
FY 2021 FMR	\$570	\$574	\$739	\$953	\$1,070

https://www.huduser.gov/portal/datasets/fmr.html

TOTAL COMBINED HOUSEHOLD INCOME HUD INCOME GUIDELINES ACCORDING TO FAMILY SIZE AS OF JUNE 1, 2021						
	30% of median	60% of median	80% of median			
Family of 1	12800	25620	34100			
Family of 2	14600	29280	39000			
Family of 3	16450	32940	43850			
Family of 4	18250	36540	48700			
Family of 5	19750	39480	52600			
Family of 6	Family of 6 21200 42420 56500					
Family of 7	Family of 7 22650 45360 60400					
Family of 8	24100	48240	64300			

#### **CERTIFICATION:**

I/We certify that the information provided is true and correct and acknowledge my understanding that any intentional or negligent misrepresentation(s) of the information submitted may result in civil liability and/or criminal penalties including, but nor limited in, fine or imprisonment or both under the provisions of United States Codes

Signature of Applicant	Date

Signature of Co-Applicant Date

Other 18+ Household Member Date

Other 18+ Household Member Date

FOR OFFICE USE ONLY:		
Is the Landlord willing to accept rent payment assistance for this household? If No, please provide explanation:	YES or I	NO
How many months of assistance will be provided?		

Eligibility Reviewed and Verified by:

Veronica Guerrero, Housing Coordinator

Date

## Conflict of Interest Affidavit

Please review the list below and disclose if you are related by blood, marriage or in any other capacity to any individual listed.

City of Edinburg City CouncilAayor Richard R. MolinaCouncilmember Jorge Luis Salinas		Councilmember David White Councilmember Johnny Garcia
<ul> <li>City Management</li> <li>□ Ron Garza, City Manager</li> <li>□ Jesus R. Saenz, Assistant City Manager</li> <li>□ Bryan Kelsey, Assistant City Manager</li> </ul>		Thomas Reyna, Assistant City Manager
<ul> <li>Housing Assistance Committee</li> <li>Israel Silva, Chairman</li> <li>Martin Briseño</li> <li>Marco A. Garza</li> </ul>		Richard Peralez, Vice-Chairman Fidel Del Barrio
<ul> <li>CD/GM or other City staff</li> <li>Marissa, Garza, Director</li> <li>Dalia L. Villarreal, Administrative Asst.</li> <li>Michelle L. Mendoza, Compliance Mngr.</li> <li>Luis A. Larraga</li> </ul>		Veronica Guerrero, Housing Coordinator Claudia L. Farias, Grant Manager Juan M. Gonzalez Other City Staff
Former Council, Committee or Staff (u Gilbert Enriquez, Mayor Pro-Tem (tenure 3/16/		12 months after their tenure has ceased)
Please check the appropriate box below. If you please state how the individual is related to you and if he/she has any interest in your property.		
I am not related to any of the listed elec or in any other capacity.	cted o	officials or staff members by blood, marriage
☐ <i>I am</i> related to one of the elected official marriage or as so designated herein,		aff members of the City of Edinburg by blood,
Print Name Date		Signature Date

Print Name

Date

Signature

Date



## Participant Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 by participating under the City of Edinburg's Housing Assistance Programs which includes the Housing Rehabilitation Assistance, Emergency Rental Assistance and CDBG-CV Emergency Rental Assistance Programs, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand exposure to or infection by COVID-19 by participating under the Housing Assistance Programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees and contractors, subcontractors, or their respective employees.

In no event shall the City or its agents or employees be liable for any claims arising out of the COVID-19 Pandemic. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participating in the Housing Assistance Programs (the "Claims"). I hereby release, covenant not to sue, discharge, and hold harmless the City of Edinburg, its employees, agents, volunteers and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City of Edinburg, its employees, agents, volunteers and representatives, whether a COVID-19 infection occurs before, during, or after participation in the City of Edinburg Housing Assistance Programs which includes the Housing Rehabilitation Assistance, Emergency Rental Assistance, and CDBG-CV Emergency Rental Assistance Programs.

This Agreement shall be governed by the laws of the State of Texas. I agree that the venue for any and all disputes related to this Agreement shall be Hidalgo County, Texas. For any controversy, claim, or dispute arising out of or relating to this Agreement, I shall first attempt to informally resolve such controversy, claim, or dispute with the City. Thereafter, I shall submit in good faith to mediation with the City before commencing a legal proceeding. Each party shall bear its own costs and expenses, including attorneys' fees and costs, in seeking to enforce the terms of this Agreement.

I am at least eighteen years of age and have carefully read and freely signed this Release of Liability Form. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the State of Texas (excluding its conflict of laws principles).

Signature of ApplicantPrint NameDate



## COMMUNITY DEVELOPMENT BLOCK GRANT CDBG-CV EMERGENCY RENTAL ASSISTANCE PROGRAM

**Certification of Residency** 

APPLICANT'S NAME:	PHONE NUMBER:
CO-APPLICANT'S NAME:	PHONE NUMBER:
RESIDENCE ADDRESS:	

As a recipient of CDBG-CV Emergency Rental Assistance, the applicants agree to continue to reside at the property described above, as their primary residence during the assistance period of \_\_\_\_\_\_ 2021 to \_\_\_\_\_\_ 2021, not to exceed six months.

The applicants a	agree tha	at if for a	iny reasc	on said	prop	erty is	s vacated	d prior to,	or during	the
assistance perio	d of		_ 2021 t	0			2021			
, the applicants	must not	tify the C	City and N	will be	held	liable	to repay	all, or a p	portion of,	the
emergency re	ntal as	sistance	that	was	paid	on	the a	applicant's	behalf	to

The applicants agree to repay the City of Edinburg Community Development/Grants Management Department for each month, during the assistance period, that the applicant failed to continue to occupy the property as their primary residence.

#### **CERTIFICATION:**

I/We certify that the information provided is true and correct and acknowledge my understanding that any intentional or negligent misrepresentation(s) of the information submitted may result in civil liability and/or criminal penalties including, but nor limited in, fine or imprisonment or both under the provisions of United States Codes.

Signature of Applicant

Signature of Co-Applicant Date

Date



## CDBG-CV Emergency Rental Assistance Program Bedroom Size Form

APP	PLICANT NAME:					
ADE	DRESS:					
CITY	Y, STATE, ZIP:					
Plea	ase check one that a	oplies to you	ur living arrangemer	nts:		
	Efficiency	\$				
	One-Bedroom	\$				
	Two-Bedroom	\$				
	Three Bedroom	\$				
	Four Bedroom	\$				
	Applicant Signat	ure	-	-	Date	
	Co-Applicant's Sigr	ature	-	-	Date	
			Office Use Only			
service	s under the CDBG Emerger	cy Rental Assista	ance Program. Landlord a	cknowledged the	landlord in order to provide are not to receive any other ver the cost of overdue rents.	
	Print Name				Date	
	Signature		_		Title	

## CDBG-CV EMERGENCY RENTAL ASSISTANCE PROGRAM CERTIFICATION OF ZERO INCOME

A "Certification of Zero Income" should be completed by <u>adult</u> household members only ( if appropriate). If there are any sources of income listed that you (the applicant) need clarification on, please contact Veronica Guerrero, Housing Coordinator.

		, S.S. #			hereby certify
nat:					
A. I <b>do not</b> individually	receive income fro	om <b>any</b> of the fo	ollowing so	urces:	
Wages from emplo		·	•		
Income from opera			-		
<ul> <li>Rental income from</li> </ul>	n real or personal p	oroperty;			
<ul> <li>Interest or dividend</li> </ul>	ls from assets;				
<ul> <li>Social Security pay</li> </ul>	,				
<ul> <li>Supplemental Secu</li> </ul>		· ·			
<ul> <li>Payments from ann</li> </ul>	_		ent funds, p	ensions, or d	eath benefits;
• Unemployment or	515	,			
<ul> <li>Public assistance p</li> </ul>	•	- · ·			
Periodic allowance	2	11 /			
Gifts received from		-			
Sales from self-em		· •	y, Pampere	d Chef, Shak	lee, etc.);
• Any other source n	ot named above; A	ND			

C. I will be using the following sources of funds to pay for housing, utilities, and/or other necessities:

#### **II. APPLICATION CERTIFICATION**

Under penalty of perjury, I certify, to the best of my knowledge, that the information presented in this certification is true and accurate. The undersigned further understands that providing false representation herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of participation under City of Edinburg, CDBG-CV Emergency Rental Assistance Program.

Household/Resident Printed Name	Signature	Date

Warning: Title 18, Section 1001 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentation to any Department or Agency in the United States as to any within its jurisdiction.

## CDBG-CV EMERGENCY RENTAL ASSISTANCE PROGRAM DUPLICATION OF BENEFITS ANALYSIS APPLICANT SELF-CERTIFICATION

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Grant funds may not be used to pay for a cost, if another source of financial assistance is available to fully pay for that same cost. This City's Emergency Rental Assistance Program is funded by CDBG-CV through the CARES Act. In compliance with the CARES Act, a Duplication of Benefits Self-Certification must be completed by every applicant. *Please be aware that you are not eligible to receive duplicate funding under this program*.

- 1) I/We 🗆 Have 🗆 Have Not, received assistance or received a commitment for assistance related to COVID-19, from any other source.
- If you have received assistance or received a commitment for assistance related to COVID-19 from any other source, please disclose the agency name and type of assistance being received:
- I/We certify and acknowledge that if I subsequently receive any duplicate funding for assistance related to COVID-19, funds paid on my behalf through this CDBG-CV Emergency Rental assistance program will have to be repaid to the City.

#### **CERTIFICATION:**

I/We certify that the information provided is true and correct and acknowledge my understanding that any intentional or negligent misrepresentation(s) of the information submitted may result in civil liability and/or criminal penalties including, but nor limited in, fine or imprisonment or both under the provisions of United States Codes

Signature of Applicant	Date	Signature of Co-Applicant	Date
Other 18+ Household Member	Date	Other 18+ Household Member	Date



CDBG-CV EMERGENCY RENTAL ASSISTANCE PROGRAM

## LANDLORD/PROPERTY MANAGER CERTIFICATION AND AGREEMENT

#### **1. CERTIFICATION**

I			on behalf of:
First	Last	М.І.	enter legal entity (LandLord)
	e City of Edinburg is rely ng its decision to provide	0	
Statements in making			Tenant's Name
a tenant at	the second of the second state		
Enter	the name of the property		

Evidenced by my signature at the bottom of this document, I hereby certify that the following statements are true and correct:

TENANT INFORMATIO	N
•	occupying unit #
Tenant name	Unit number
at	is delinquent on rent
Property Name	
Tenant lease was     executed on	and provides for \$
Date	Amount
Tenant has notified Landlord of his/her intent to seek emerge CDBG-CV Emergency Rental Assistance Program Tenant owes a total of \$ in delinquent rent as of	
	today's date, for the period
from	to
Months/weeks/da	ays Months/weeks/days
All partial payments made by Tenant are reflected in this amount.	
Property Management Name	eive rental payments and administer
Lease on behalf of Landlord	] .

#### AGREEMENT

I

DISCLA

on behalf of Landlord, as evidenced by my signature at the bottom

Name

of this document, do hereby agree to be bound by the following terms and conditions in the event that I receive any funds from City for the above listed Tenant's rent

- I. The City, or a designee, shall be solely responsible for determining tenant eligibility for emergency rental assistance.
- II. Landlord agrees to provide City with any documentation necessary to complete the application process, and, in the event the tenant is selected for the program, any documents necessary to complete the payment process.
- III. Landlord acknowledges and agrees that City is not liable to Landlord for any costs, fees, damages, or amounts of any kind and that submission of this Certification and Agreement does not obligate City to provide any funds to Landlord. In the event that City determines that funds are available to pay any portion of Tenant's rent, City will notify Landlord and all payments made shall be subject to these terms and conditions.
- IV. Landlord agrees that it will not accept multiple payments from multiple emergency rental assistance programs for the rent amounts paid by the City. In the event that Landlord receives a duplicate emergency rental assistance payment through another such program, Landlord will reimburse City the full amount of any excess payments within thirty days of the duplicate payment.
- V. Landlord agrees to abide by all applicable state and federal laws governing landlords, tenants, fair housing, and residential leases in administering tenant's lease during the entire term of the tenant lease.
- VI. In the event that Landlord violates any of these terms and conditions or is found to have made a misrepresentation on the certification, Landlord shall forfeit City's payment of rent on behalf of Tenant and shall upon demand by City repay the full amount of assistance paid by City in connection with this agreement to Landlord within five days of demand by the City.
- VIII. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, all other parts of this Agreement will remain valid and binding.
- IX. The City shall have the right to audit Landlord's pertinent books, records, files, and other documents related to the Tenant, the Tenant's lease, payments made by the Tenant or any rental assistance program, including the City's for a period of three years after the final payment made under this Agreement.
- X. Amounts of payment, if any, shall be determined by the City in its sole discretion.
- XI. The term of this agreement shall begin upon Landlord's acceptance of any payment made by City for emergency rental assistance for the named Tenant and shall continue for the full term of the months for which rent is paid on behalf of Tenant.
- XII. It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.
- XIII. The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity.
- XIV. Landlord understands the rental assistance is only up to 6 months.
- XV. Fair Market Rent for FY 2021 is followed by bedroom sizes, the assistance of payment per month per household.

#### FY 2021 McAllen-Edinburg-Mission, TX MSA FMRs for All Bedroom Sizes

FY 2021 FMRs By Unit Bedrooms							
Year	<b>Efficiency</b>	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom		
FY 2021 FMR	\$570	\$574	\$ <mark>739</mark>	\$953	\$1,070		
Select the one the applies:	at						
IER AND SIGN	ATURF						

# Landlord Signature Date Staff Date Signature Date

Name (as shown on your income tax return)

ge				
page	Business name, if different from above			
ы				
Print or type Instructions	Check appropriate box:       Individual/Sole proprietor       Corporation       Partnership         Limited liability company.       Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶          Other (see instructions)       ▶		Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)		
F Specific	City, state, and ZIP code			
See	List account number(s) here (optional)			
Part	Taxpayer Identification Number (TIN)			

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

#### Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

SignSignature ofHereU.S. person ►		Date ►

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

#### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,



#### COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AFFIDAVIT REGARDING CONFLICT OF INTEREST

#### Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

24 CFR Part 570.611 (b) Conflicts prohibit. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

24 CFR Part 570.611 (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

#### **Certification:**

I, the undersigned, certify and report that to the best of my knowledge,

□ I have no conflict of interest to disclose

□ I have the following conflict of interest to disclose:

Date:

Company/Vendor Name:

Printed Name and Title:

Authorized Signatory: