

Statement of Assurances

In connection with the City of Yreka's Main Street Construction Mitigation Small Business Grant Program (Program) funded by the State of California Department of Housing and Community Development (Department) and administered by the City of Yreka and the Siskiyou County Economic Development Council (SCEDC), the undersigned, constituting an authorized representative of the below-referenced Program participant business (Program participant), acknowledges and agrees, on behalf of the Program participant, that the State, City of Yreka, and SCEDC as the designated intermediary of the Program, each may rely on the below certifications in determining the Program participant's eligibility for the Program and receipt of a grant under the Program.

The undersigned further acknowledges and agrees that if:

- i. any of the following certifications are untrue,
- ii. the Program participant knowingly makes any false or misleading statement or material omission in the information or materials required or requested from the Program participant, or
- iii. the Program participant uses any grant funds for any unauthorized purpose, the State, City of Yreka, and/or SCEDC may require the Program participant to repay such grant funds or take any other legal or equitable recourse available, including, without limitation, by seeking remedies for fraud.

By executing this document, the Program participant hereby certifies to all of the following (please initial next to each of the certifications below):

___ 1. The undersigned signatory is a duly authorized representative and owner of the Program participant and has full authority to make the certifications referenced herein on the Program participant's behalf.

___ 2. The Program participant is currently an active business with a commercial storefront in Yreka, California. The Program participant is currently operating. The Program participant acknowledges and agrees that if the Program participant receives a grant and the Program participant's business ceases to operate, the Program participant may be subject to return of all or any portion of such grant.

___ 3. If a grant is received by the Program participant, such grant funds will be used only to cover one or more of the following costs and/or expenses of the Program participant as stated in the Program Guidelines adopted by the City of Yreka:

___ 4. If a grant is received by the Program participant, no portion of the grant funds will be used for any purposes other than those listed in (5) above. Specifically, no portion will be used for the following costs and/or expenses:

- a. human resource expenses for the State share of Medicaid;
- b. employee bonuses or severance pay;
- c. tax payments;

- d. legal settlements;
- e. personal expenses or other expenses unrelated to direct business activities;
- f. expenses for repairs from damage covered by applicable insurance; or
- g. reimbursement to donors for donated items or services. The Program participant acknowledges and agrees that if all or any portion of the grant funds are used for any unauthorized purposes, the State of California may hold the undersigned, the Program participant and/or any other owner thereof legally liable including for possible charges of fraud.

___ 7. The Program participant acknowledges and agrees that the Program participant is not one or more of the following types of businesses deemed ineligible to receive a grant under the Program:

- a. Businesses with active code violations
- b. Home-based businesses
- c. Businesses outside of the City of YREKA city boundaries
- d. Businesses outside of the Impact Area (defined in Section 2.4 of the Program guidelines)
- e. Businesses currently in the process of bankruptcy proceedings
- f. a government entity (other than an entity owned and/or operated by a Native American tribe) or elected official office;
- g. a business primarily engaged in political or lobbying activities;
- h. a passive business, investment company or investor who files a Schedule E on its tax returns;
- i. a church or other religious institution;
- j. a financial business primarily engaged in the business of lending, such as a bank, finance company or factoring company;
- k. a business engaged in any activity that is illegal under federal, state or local law;
- l. a business of a prurient sexual nature, including a business which presents live performances of a prurient sexual nature or a business which derives directly or indirectly more than de minimis gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature;
- m. a business engaged in any socially undesirable activity or activity that may be considered predatory in nature such as rent-to-own businesses or check cashing businesses;
- n. a business that restricts patronage for any reason other than capacity;
- o. a speculative business;
- p. a business that is affiliated (as such term is defined in 13 C.F.R. § 121.103) with another Program participant; or
- q. a business, franchise or location of which the undersigned has already applied for and received a grant under the Program.

___ 8. The Program participant understands that it is ineligible to receive a grant under the Program if any owner of greater than 20% of the equity interest in the Program participant:

- i. has within the prior three-years been convicted of or had a civil judgment rendered against such owner, or has had commenced any form of parole or probation (including probation before judgment), for
 - A. 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,
 - B. violation of federal or state anti-trust or procurement statutes, or
 - C. commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- ii. is presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in subparagraph (i) above.

___ 9. The Program participant has not and will not apply for or receive any other grant through or under the Program. Further, no majority owner of the Program participant has applied for or received, nor will any majority owner of the Program participant apply for or receive, any other grant through or under the Program on behalf of any other business for which such person is also a majority owner. The undersigned hereby represents and warrants, as the owner of the Program participant, that the Program participant is the undersigned's eligible business with the highest gross revenue. The Program participant agrees that if a second award is issued, then one or both awards will be voidable at the discretion of the State, The City of Yreka and SCEDC, as applicable.

___ 10. The Program participant acknowledges and agrees that, if the Program participant is representing itself as being women-owned, veteran-owned or owned by one or more of the following racial or ethnic groups (as indicated on the Program participant's application)

- i. African American/Black,
- ii. Asian,
- iii. Native American or Alaska Native,
- iv. Native Hawaiian or Pacific Islander, or
- v. Latino/Latina/Hispanic

for the purposes of establishing status as underserved for a grant under the Program, then, in each case, at least 51% of the Program participant's business must be owned by such persons and at least 51% of the Program participant's business must be run on a daily basis by such persons to satisfy such priority requirement. The Program participant, in reliance on the foregoing grant priority, certifies that it meets the foregoing priority requirements. (Please initial if the Program participant is either relying on the foregoing priority requirement or if the foregoing priority requirement is inapplicable to the Program participant.)

___ 11. The undersigned, on behalf of the Program participant, hereby authorizes the State of California and its designated authorized representatives, including without limitation The City of Yreka and SCEDC, to request access to, and to review, the Program participant, the Program participant's tax return information and other information related to the Program participant and

its owners that may be requested by such representatives, which may include an investigatory background check of the Program participant or its owners. The Program participant acknowledges that SCEDC will confirm the Program participant's eligibility for the Program and the eligible grant amount thereunder based, in part, on the tax and other documents provided by the Program participant, and the State of California, The City of Yreka, and SCEDC, may rely on such confirmation and tax and other documents in making a grant to the Program participant. The Program participant further affirms that the tax return information provided in connection with the Program is identical to the tax return information submitted to the Internal Revenue Service. The Program participant understands, acknowledges and agrees that the State of California and its authorized representatives, including without limitation The City of Yreka and SCEDC, may share such tax information with local, state and federal authorized representatives, including without limitation for the purpose of compliance with federal, state, or local laws and regulations.

___ 12. Any and all information provided by or on behalf of the Program participant, including without limitation the information contained in the Program participant's grant application submitted for the Program and any and all information provided in support of Program participant's application under the Program is and will be true and accurate in all material respects.

___ 13. The Program participant acknowledges that the State of California, The City of Yreka and SCEDC are each relying upon the certifications made in this document in addition to any other certifications made by the Program participant in connection with its application for the Program. The Program participant further acknowledges and agrees that all certifications made by the Program participant in connection with the Program are made in good faith.

Signature

Print Name

Date

Title

Program participant Business Name