



**City of  
Santa Clara**  
The Center of What's Possible

# 2022 NOTICE OF FUNDING AVAILABILITY (NOFA)

## Community Development Block Grant (CDBG) Funds

for

## Capital Improvement Projects

**Prepared by:  
Housing & Community Services  
1500 Warburton Ave.  
Santa Clara, CA 95050  
(408) 615-2490**

## Table of Contents

Introduction and Background	3
General Provisions	4
Evaluation Process	9
NOFA Application	10
INCOME GUIDELINES	11
ATTACHMENT I: INSURANCE COVERAGE REQUIREMENTS	14
ATTACHMENT II: SINGLE AUDIT CERTIFICATION	18
ATTACHMENT III: SUPPORTIVE DOCUMENTATION CHECKLIST	19
ATTACHMENT IV: AUTHORIZATION AND CERTIFICATION	20



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## Introduction and Background

The City of Santa Clara’s Housing & Community Services Division is pleased to announce a Notice of Funding Availability (NOFA) for Community Development Block Grant (CDBG) funds to address the Consolidated Plan goals of Public Facility Improvements and Affordable Housing. Up to **\$642,000** will be made available for Capital Improvement Projects – Public Facilities, and up to **\$826,500** for Capital Improvement Projects – Affordable Housing.

Capital Improvement Projects for low/mod income housing benefit include, but are not limited to, improvements to multi-family affordable housing and single-family housing owned by non-profits that serve a special needs population. Affordable Housing is generally defined as rental housing that is affordable to households at or below 80% of Area Median Income as adjusted by the United States Department of Housing and Urban Development (HUD) for household size.

Non-housing Capital Improvement Projects for public facilities open to the public include, but are not limited to, improvements to non-profit facilities that serve low/moderate income residents and city infrastructure improvements. Low/moderate income is generally defined as households with an income below 80% of Area Median Income as adjusted by the United States Department of Housing and Urban Development (HUD) for household size.

The NOFA application form and instructions are available on the City’s website at: <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/housing-community-services-division/reports-and-notice>. Funding is expected to be available on July 1, 2022. **Applications must be submitted on or before May 24, 2022 by 5:00PM. Proposals may be delivered to the Housing and Community Development Division office located at 1500 Warburton Avenue, Santa Clara, CA 95050; (ATTN.: Eric Calleja); OR via email to [CommunityService@SantaClaraCA.gov](mailto:CommunityService@SantaClaraCA.gov).**

**All questions related to this NOFA are due by April 29, 2022 and must be submitted via email to [CommunityService@SantaClaraCA.gov](mailto:CommunityService@SantaClaraCA.gov) with the subject line “NOFA Questions”. Questions/Answers will be compiled and posted on the City’s website on May 2, 2022.**

KEY NOFA PROCESS DATES	
NOFA application open	Tuesday, April 19, 2022
Teams Conference Call (optional) <i>*RSVP to <a href="mailto:ECalleja@SantaClaraCA.gov">ECalleja@SantaClaraCA.gov</a> to receive the Teams invite</i>	Tuesday, April 26, 2022 at 2:00 PM
NOFA questions submission deadline	Friday, April 29, 2022 by 5:00 PM
NOFA FAQ release	Monday, May 2, 2022 by 5:00 PM
<b>NOFA application submission deadline</b>	<b>Tuesday, May 24, 2022 by 5:00 PM</b>
Award announcement	Thursday, May 26, 2022 by 5:00 PM
Appeal Period	Friday, June 3, 2022 by 5:00 PM
Response to any appeals	Friday June 17, 2022 by 5:00 PM

**APPLICATION SUBMISSION DEADLINE**  
**Tuesday, May 24, 2022 by 5:00PM**  
**LATE APPLICATIONS WILL NOT BE ACCEPTED**  
**DOCUMENTS LARGER THAN 25MB SHOULD BE DIVIDED INTO MULTIPLE EMAILS.**

## **General Provisions**

Applicants may submit more than one application for different sites. The City will review and rate all submissions and may choose to fund one or more projects.

### **A. Funding Authorization**

Funding for the CDBG program is authorized pursuant to [Title 42 United States Code \(U.S.C.\) §5301, et. Seq.](#), and subpart 1 of the federal CDBG Regulations. In administering this NOFA, if there is a conflict between the federal regulations or local regulations, the most restrictive regulation shall prevail. All activities in this NOFA are subject to availability of funds and continuing HUD legislative authority. The City reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all its provisions. The City will notify interested parties through emails and City website if the City rescinds, suspends, or amends this NOFA. This NOFA is not a commitment of funds to any Activity or Applicant.

### **B. Funding Amount**

The City is making available up to **\$642,000** for Capital Improvement Projects – Public Facilities, and up to **\$826,500** for Capital Improvement Projects – Affordable Housing. in CDBG funds for Capital Improvement Projects. The minimum funding amount is \$50,000. Funding shall be made in the form of a grant and only on a reimbursement basis. Applicant should have the ability and funds to cover costs of the project while waiting for the City to reimburse said costs which can take 4-6 weeks.

### **C. Use Restrictions**

The property must be used for the benefit of the LMI clientele for the duration of the activity period or the grantee may be subject to repay funds. Grant amounts of \$50,000 - \$500,000 will have a Use Restriction period of five years, and any project over \$500,000 will have a Use Restriction period of ten years.

### **D. Eligible Organizations**

Eligible Organizations are public agencies or qualified 501(c)(3) organizations. Evidence of current non-profit status must be submitted. Religious organizations are eligible; however, the property or portion of the property being improved must be exclusively used for secular purposes and available to all regardless of religion.

#### **E. Eligible Projects**

**Proposed projects must be “shovel-ready”.** Shovel-ready is defined as a project that can be fully completed on or before March 31, 2023; or significantly completed (i.e., 75% complete) by March 31, 2023. Eligible projects may include, but are not limited to:

- 1) Affordable Housing improvements such as energy efficiency improvements, general rehabilitation, ADA upgrades, or property acquisition
- 2) Public Facilities improvements such as energy efficiency improvements, general rehabilitation, ADA upgrades, or property acquisition to facilities that serve low- and moderate-income (LMI) households and/or special needs populations such as the homeless, domestic violence shelters, nursing homes, or group homes for the disabled. If the facility is owned by a nonprofit, CDBG regulations stipulate that the facility must be opened to the public during normal working hours.

#### **F. Ineligible Projects**

Ineligible projects/activities include, but are not limited to, public service activities, ongoing operating or maintenance costs, most equipment purchases, income payments, or new housing construction.

#### **G. National Objectives**

Proposals must meet the National Objective of benefitting low- and moderate-income (LMI) persons, families, and/or households. LMI can be defined by either of the following categories:

- 1) Low- to moderate-income Limited Clientele (LMC), is defined by income limits for persons/households whose income does not exceed 80 percent of the Area Median Income (AMI) as adjusted by the United States Department of Housing and Urban Development (HUD) for household size.
- 2) Presumed benefit LMC refers to persons who, as a category, are typically low income such as:
  - Seniors (presumed at 50% AMI)
  - Persons with a disability (presumed at 50% AMI)
  - Homeless persons (presumed at 30% AMI)
  - Abused children and battered spouses (presumed at 30% AMI)
  - Illiterate adults (presumed at 50% AMI)
  - Persons living with AIDS (presumed at 50% AMI)
  - Migrant farmworkers (presumed at 50% AMI)

#### **H. Financial Management Requirements**

Organizations must demonstrate managerial and financial capability to receive and expend grant funds and assure compliance with applicable laws of [2 CFR §200](#) particularly 2 CFR 200.302-305, and 200.327. Organization must provide its most recent certified financial audit. If the Organization receives more than \$750,000 (cumulative) in federal funds, the Organization must submit its most recent Single Audit. If the Applicant has any open findings and does not have a plan or agreement to remediate those findings, the Applicant will be deemed ineligible for funding. If the Organization does not meet the threshold for the requirement of submitting a Single Audit, it must certify (see Attachment III).

#### **I. Site Control Requirements**

Pursuant to [24 CFR §578.25](#), acceptable evidence of site control of at least five years into the future is required (e.g., deed or lease). Applicant may use assessor's parcel information to establish ownership. If grant funds will be used for acquisition, acceptable evidence of site control, such as a purchase agreement or an option to purchase, is acceptable. Site control must be maintained through the operation period of the Activity. If site control is expected to expire during the open Activity period, the Applicant must document that either an alternative site will be made available or that the Activity operators intend to extend or renew the lease on the existing site.

#### **J. Environmental Review (i.e., NEPA)**

Projects will require that the environmental review process (i.e, NEPA) and clearance be met prior to any agreement signing. The applicant shall not undertake or commit any funds or make choice-limiting actions, including further property acquisition, demolition, movement, rehabilitation, repair or construction prior to receiving an environmental clearance report from the City.

#### **K. Federal Cross-Cutting Requirements**

The CDBG program is administered under the rules and regulations under 24 CFR Part 570; however, there are other federal requirements known as "cross-cutting requirements" which must be followed that include, but are not limited to:

- 1) Civil Rights and Fair Housing (24 CFR 570.601),
- 2) Employment and Contracting Opportunities (24 CFR 570.607)
- 3) Architectural Barriers and Americans with Disabilities (24 CFR 570.614)
- 4) Labor Standards (24 CFR 570.603)
- 5) Environmental Requirements (24 CFR 570.604)
- 6) Historic Preservation (24 CFR 570.202(d))

- 7) Floodplain Management (24 CFR 55)
- 8) National Flood Insurance Program (24 CFR 570.605)
- 9) Relocation, Real Property Acquisition, and One-for-One Housing Replacement (24 CFR 570.606)
- 10) Lead-based Paint (24 CFR 570.608)
- 11) Procurement requirements (2 CFR 200.317-326)

**L. Reservations**

- 1) Right to reject, waive or terminate the NOFA. The City reserves the right to amend through addenda, to accept or reject any or all proposals, in whole or in part, and to waive any informality in the NOFA/RFP process, or to terminate the NOFA process at any time, if deemed to be in the best interest of the City. The City reserves the right to fund projects that do not meet these guidelines if it is in the best interest of the City. For example, the City may have to fund another project in order to meet timeliness requirements imposed by CDBG regulations.
- 2) Right to not award. The City reserves the right not to award, withhold or delay awarding funds to any project even if the project meets the threshold eligibility under the guidelines and the NOFA's requirements.
- 3) Right to retain proposals. The City reserves the right to retain all proposals submitted and not permit their withdrawal, unless authorized in writing by the City, for a period of ninety (90) days following the proposal submission.
- 4) Right to Reject Any Proposal. City reserves the right to reject any proposal, in whole or in part, that does not meet the requirements of this NOFA, including but not limited to, incomplete proposals and proposals offering conflicting or non-requested services.
- 5) Right to Negotiate. The City reserves the right to negotiate terms of agreement.
- 6) No obligation to Compensate. The City shall have no obligation to compensate Applicant for any costs incurred in responding to this solicitation.
- 7) Proposals as Public Records. All proposals in response to this NOFA are public records and available for inspection and copying upon request only after such time as the proposal is recommended for award. Proposers wishing to keep discrete portions of their proposal confidential under applicable provisions of the California Public Records Act and/or related law should indicate with specificity such confidential information in their proposal. If, in the City's sole discretion, the City withholds the confidential information consistent with applicable law in

response to a California Public Records Act Request, and, in the event the requester sues the City or threatens to sue the City seeking release of the confidential information, the City may require and the proposer agrees that the proposer requesting non-disclosure shall indemnify, defend, and hold harmless the City from and against all liability and costs relating to the lawsuit or threat of a lawsuit.

- 8) Equal Opportunity. The City is an Equal Opportunity Business Enterprise which promotes competitive solicitations and does not discriminate on the basis of race, color, religion, creed, national origin, sex, disability, age or perceived or actual gender identity, sexual orientation. The City strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this NOFA.
- 9) Equitable Distribution. The City reserves the right to take additional factors into consideration to ensure that federal, State, and local guidance on fair housing and related equitability issues is followed.

#### **M. Appeal Process**

No applicant shall have the right to appeal a decision relating to another applicant's eligibility, point score, award, denial of award, or any other matter related thereto. The appeal process provided herein applies solely to decisions the City made in this NOFA and does not apply to any decisions made with respect to any previously issued NOFAs, or decisions to be made pursuant to future program NOFAs.

To lodge an appeal, applicant must submit a written appeal by the filing deadline. The appeal should state all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the applicant must provide a detailed reference to the area(s) of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an applicant. Once the written appeal is submitted, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted at [CommunityService@SantaClaraCA.gov](mailto:CommunityService@SantaClaraCA.gov) **with the subject line "NOFA Appeal"**.

Filing Deadline: Appeals must be received no later than five (5) business days from the date the City announces awards. Late appeals will not be reviewed.

It is the City's intent to render a decision in writing within ten (10) business days of the written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the City with respect to the appeal.



## **Evaluation Process**

City staff will review applications and formulate recommendations to be included in the Annual Action Plan. Projects not chosen may be kept in the pipeline for funding in a future round. Applicants may be required to provide additional or clarifying information regarding their application. Some of the items the evaluation process will consider are:

- Consistency with the Consolidated Plan’s goals and priorities
- The number of beneficiaries
- Special needs populations served
- Income level(s) of beneficiaries
- The applicant’s ability to manage the project
- Cost-effectiveness of the proposed project
- Number of units being rehabilitated (if applicable)

### **EVALUATION CRITERIA**

#### **Targets Lower Income Residents**

51% or more of the beneficiaries are at or below 30% of AMI	<b>10 PTS</b>
51% or more of the beneficiaries are at or below 50% of AMI	<b>5 PTS</b>
51% or more of the beneficiaries are at or below 80% of AMI	<b>2 PTS</b>

#### **History of Providing Proposed Service**

Has provided the proposed service for more than 10 years	<b>10 PTS</b>
Has provided the proposed service 3-5 years	<b>7 PTS</b>
Has provided the proposed service for less than 3 years	<b>5 PTS</b>

#### **Leveraging of non-City funds**

At least 15% of the cost of the project is expected to be funded from non-NOFA funds	<b>10 PTS</b>
At least 10% of the cost of the project is expected to be funded from non-NOFA funds	<b>7 PTS</b>
100% of the cost of the project is funded with this NOFA	<b>0 PTS</b>

#### **Other**

Panelists will assess up to ten points for “other factors” such as ratio of funds per beneficiary, populations noted as “highest need” per the Consolidated Action Plan (e.g., homeless, unaccompanied youth, elderly, disabled, domestic violence survivors), shovel-readiness, and preservation of affordable housing. **Up to 10 PTS**

# NOFA Application

## SECTION 1: APPLICANT SUMMARY

Legal name or organization (Do not use DBA)

Federal Unique Entity Identifier

Address

Tax ID #

City

State

Zip

City Business License Number

Project Manager

Executive Officer Name

Project Manager email

Executive Officer Email

Project Manager Phone

Executive Officer Phone

## SECTION 2: PROJECT SUMMARY

FUNDING REQUEST: \_\_\_\_\_

Project Name

Project Address

City, Zip Code

Site Control

Ownership of site?  Yes  No

Lease of over 5-10 years?  Yes  No

Can acquisition be completed in 3 mos.?  Yes  No

Special Needs Population (if applicable)

- |   |  |
|---|--|
| <input type="checkbox"/> Homeless                     | <input type="checkbox"/> Elderly           |
| <input type="checkbox"/> Migrant Farmworkers          | <input type="checkbox"/> Abused children   |
| <input type="checkbox"/> Victims of domestic violence | <input type="checkbox"/> Illiterate adults |
| <input type="checkbox"/> Persons living with HIV/AIDS | <input type="checkbox"/> Disabled adults   |

### Public Facility Type

(check one)

- Senior Centers (03A)
- Facility for Persons w/Disabilities (03B)
- Homeless Facilities (not operating costs) (03C)
- Youth Centers (03D)
- Neighborhood Facilities (03E)
- Child Care Centers (03M)
- Health Facilities (03P)
- Abused & Neglected Children Facilities (03Q)
- AIDS Patient Facilities (03S)
- Other Public Improvements Not Listed (03Z)

### Affordable Housing Type

(check one)

- Rehab: Single-Unit Residential (14A)
- Rehab: Multi-Unit Residential (14B)
- Rehab: Public Housing Modernization (14C)
- Rehab: Other than Public-Owned Residential Buildings (14D)
- Energy Efficiency Improvements only (14F)
- Acquisition for Rehabilitation (14G)

## SECTION 3: PROJECT BENEFICIARIES

	Above 81% AMI	51% - 80% AMI	31% - 50% AMI	Below 30% AMI	Total Served
# OF CLIENTS SERVED PROGRAM-WIDE					
TOTAL SANTA CLARA CLIENTS SERVED					
% OF CLIENTS FROM SANTA CLARA					
# OF UNITS CREATED/REHABILITATED					

*Note: Presumed benefit populations at the 50% AMI level include: seniors (not senior center based), severely disabled adults, persons living with AIDS, and migrant farmworkers.*

*Presumed benefit populations at the 30% AMI level include: homeless, and abused children.*

## INCOME GUIDELINES

FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

### 2021 INCOME GUIDELINE SCHEDULE

Household Size	Extremely Low Income 30%	Very Low Income 50%	Low Income 80%
1	\$34,800	\$58,000	\$82,450
2	\$39,800	\$66,300	\$79,560
3	\$44,750	\$75,600	\$106,000
4	\$49,700	\$82,850	\$117,750
5	\$53,700	\$89,500	\$127,200
6	\$57,700	\$96,150	\$136,600
7	\$61,650	\$102,750	\$146,050
8	\$65,650	\$109,400	\$155,450

Effective: June 28, 2021

*Income limits may be revised before July 1, 2022*

When determining whether a household is income eligible, the City uses the following definition of “annual income”: “Adjusted gross income” as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

## **SECTION 4: PROJECT NARRATIVE**

**LIMIT TO ONE PAGE.** Briefly describe the agency’s mission and goals, the population that is served, and the capital improvement and how the project will benefit clientele, increase services already provided, and/or improve services. Other topics to touch on are leveraging/matching CDBG funds, history of providing services, cities where services are provided, and alternative plans (if any) if the project is not funded.

## SECTION 5: PROJECT BUDGET

Consider the cost of prevailing wage when estimating the cost of project. Do not include contingency costs as the City will estimate approximately 25% for contingency. You may use this sheet to enter your budget, or attach a separate personalized budget sheet.

		CDBG Funds Requested	Other Funds and/or In-kind Contributions
<b>I.</b>	<b>Environmental Review (ER), Reports or Studies</b>		
<b>II.</b>	<b>Property Acquisition Costs</b>		
	Purchase Price		
	Closing Costs		
	Other Acquisition Costs		
	<i>Subtotal Property Acq. Costs</i>		
<b>III.</b>	<b>Construction Costs</b>		
	Site Improvements		
	Construction		
	Permits		
	Other Construction Costs		
	<i>Subtotal Construction Costs</i>		
<b>IV.</b>	<b>Professional Fees</b>		
	Architect/Engineer/Surveyor		
	Appraisal		
	Other Professional Fees		
	<i>Subtotal Professional Fees</i>		
<b>V.</b>	<b>Other Development Costs</b>		
	Relocation Costs (if applicable)		
	Financing Costs		
	<i>Subtotal Other Dev. Costs</i>		
<b>VI.</b>	<b>Admin &amp; Project Delivery Costs (should be no more than 20% of project total including contingency)</b>		
	Staffing		
	Consultants		
	<i>Subtotal Other Dev. Costs</i>		
	<b>TOTAL COSTS:</b>		

## **ATTACHMENT I: INSURANCE COVERAGE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

### D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except

non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

#### E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.



#### G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

EBIX Inc.  
City of Santa Clara [Housing & Community Services]  
Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: [ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com)

#### H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**ATTACHMENT II: SINGLE AUDIT CERTIFICATION**  
(Insert sample language onto your agency letter head)

City of Santa Clara  
Housing & Community Services Division  
1500 Warburton Avenue  
Santa Clara, CA 95050

To whom it may concern:

This is to certify that as \_\_\_\_\_ (title) for (name of agency), we did not expend more than \$750,000 of federal funds from **all** federal sources during the 2020-2021 fiscal year. As such, our independent financial audit submitted with this application is not required to comply with the single audit requirements set forth in 2 CFR Part 200.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date

## **ATTACHMENT III: SUPPORTIVE DOCUMENTATION CHECKLIST**

Submit one copy of each required document together with the completed application for funding. Please check the items below to indicate that copies are attached.

1.  Proof of 501(c)3 (tax exempt status for non-profit entities)
2.  Organizational chart for entire organization
3.  Key project staff, including job description and brief description of qualifications
4.  Board roster
5.  By-laws (for non-profit entities)
6.  Articles of incorporation (for non-profit entities)
7.  Certified financial audit no more than 1 fiscal year old, prepared by CPA
8.  Single Audit (for entities that receive more than \$750,000 in federal funding)
9.  Project Budget Worksheet
10.  Project Schedule
11.  Resolution authorizing application and designation of signatory by name and title
12.  Certification that services are accessible for persons with disabilities
13.  Proof of liability insurance (must be submitted prior to actual funding)
14.  Proof of Site control (may be submitted prior to funding, but funding is contingent upon site control)

## **ATTACHMENT IV: AUTHORIZATION AND CERTIFICATION**

The applicant hereby assures and certifies that, if this request for funds is approved, it will comply with all applicable federal, state, and local laws, regulations, policies, and requirements (including, but not limited to, 2 CFR 200), as they relate to the acceptance and use of federal and local funds by private or public organizations. Furthermore, the organization declares that it is capable of fulfilling the obligations as set forth in this application and certifies to the following information:

1. It possesses legal authority to make a grant submission and to execute the proposed project;
2. The agency's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the corporation to submit this funding application and all associated information and assurances;  
[Attach documentation of authorization by your organization's governing board.](#)
3. The grant will be conducted and administered in compliance with:
  - a. Title VI of the Civil Rights Act of 1964 as amended
  - b. Regulations issued at 24 CFR Part 1; Part 107
  - c. Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063
  - d. Titles I & II of the Housing and Community Development Act of 1974, as amended
  - e. Section 504 of the Rehabilitation Act of 1973, as amended
  - f. Executive Order 11246, the implementing regulations issued at 41 CFR Chapter 60, and the Housing & Urban Development Act of 1968 (12 U.S.C. 1701u), as amended;
  - g. The Age Discrimination Act of 1975, as amended;
  - h. Presidential Executive Order 13166 ("Improving Access to Services for Persons with Limited English Proficiency"); and
  - i. Executive Orders 11625, 12432 and 12138, encouraging the use of minority and women-owned business enterprises in connection with activities funded under this grant.
4. It will affirmatively further fair housing (if applicable).
5. It will implement the requirements of the Lead-Based Paint Poisoning Prevention Act (24 CFR Part 35).
6. It will comply with Uniform Federal Accessibility Standards at 24 CFR Part 40, Appendix A, as they related to major rehabilitation or conversion of housing and public facilities.

As a duly authorized representative of the Agency, I submit this application to the City of Santa Clara and certify, under penalty of perjury under the laws of the State of California or other jurisdiction of authority, that the information contained herein is, to the best of my knowledge, true, correct and complete.

[Attach documentation verifying person\(s\) with authority to submit application and execute the contract.](#)

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_