FY 2023-2024 ConsolidateD NOFA
Part B - Application
 owner occupied HOME REPAIR PROGRAMS

# Application Summary

The City of Fresno invites eligible agencies/entities to submit applications for funding to implement Owner Occupied Home Repair Programs. The 2020-2024 Consolidated Plan prioritized the preservation and rehabilitation of existing affordable housing units. As such, applications are being accepted to implement owner-occupied home repair programs for lower income households utilizing Community Development Block Grant (CDBG) program funds.

***Activity Examples Only***

**Senior Emergency Home Repair Program**: Emergency repair program for income eligible owner-occupied seniors (62 and older) to address basic plumbing, electrical, heating and air conditioning.

**Minor Home Repair Program:** Minor home repairs to address housing code violations and/or health and safety repairs for income eligible owner-occupied households.

**Roof Repair and Replacement Program**: Replacement or repairs of existing roof leaks for income-eligible owner-occupied households.

**Water Heater Repair and Replacement Program**: Water heater repairs or replacement of inoperable water heaters for income eligible owner-occupied households.

Note:

* This application is for providers of home repair programs for owner-occupied households only.
	+ For any other facility improvement or rehabilitation project, please contact the City of Fresno Housing and Community Development Division at HCDD@fresno.gov or 559-621-8300 to discuss any available options for funding.
	+ If you are a homeowner interested in learning more about existing home repair programs for homeowners with lower incomes, contact the City of Fresno Housing and Community Development Division at HCDD@fresno.gov or 559-621-8300

# Application Submission

## **Application Deadline**

**January 27, 2023 by 4:00 PM**

***Resolutions Authorizing Application Submission Deadline*February 13, 2023 by 4:00 PM**

## Application Delivery

* **Ple**ase submit an electronic version of your application by:

Email HCDD@fresno.gov, or

If your file is over 40 MB, please email HCDD@fresno.gov to receive a link for uploading large files (instructions in the Consolidated NOFA Handbook appendix)

Hard copies of applications and authorizing resolutions are not requested or accepted. If assistance is required for digital submission, please reach out to the contact person listed below.

We will email you within one business day of receipt to confirm application submission – if you do not receive a confirmation, please contact the relevant person.

## Contact Person

* Erica Castaneda, Project Manager
559-621-8514
erica.castaneda@fresno.gov
* General Inquiries
Housing & Community Development Division | 559-621-8300 | HCDD@fresno.gov

# Application Overview and Instructions

The City of Fresno (City) Housing and Community Development division is accepting proposals from eligible organizations providing home repair services to low-income and special needs owner-occupied households.

Funds to be used for this NOFA are from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. A guide to program requirements is attached to the Consolidated NOFA Handbook.

## Instructions

Applications have been designed to support a standardized method of evaluation for eligibility and consideration. Applicants are encouraged to carefully review their applications prior to submission to ensure all questions are complete and narrative attachments are included. Once the application is submitted, additional information will not be accepted. In the event additional clarification is needed, City staff will contact the agency. In most instances, applicants will have 24 hours to provide the additional clarifying information in order to be considered responsive.

Prior to completing their applications, applicants should review the 2023-2024 Consolidated NOFA Handbook. The Handbook provides additional information regarding funding priorities, threshold eligibility requirements, applicant support options, and information on the timeline and process for application review and funding.

An organization’s completed application includes one Part A (organizational information) and one or more Part B (application) including all relevant exhibits and attachments.

* Applicants may provide as attachment a maximum of two, single-page letters of support. Additional pages beyond the maximum will not be reproduced. For this reason, applicants should select the two “best” support letters.
* Rehabilitation projects can submit one (1) additional page of pictures. Additional pages beyond the maximum will not be reproduced.

## Evaluation Process

Applications will be scored and ranked according to the below criteria.

| **Category** | **Points** |
| --- | --- |
| **Qualified / Disqualified:*** Does the applicant demonstrate how the proposal with one or more priorities outlined in the City of Fresno 2020-2024 Consolidated Plan? (If no, the application is disqualified.)
* Are the proposed activities eligible under the applicable funding source? (If no in part or full, the application is disqualified in part or full.)
* Are the proposed costs eligible under the applicable funding source? (if no in part or full, the application is disqualified in part or full.)
* Is the applicant an established corporation chartered and in good standing with the State of California or a 501(c)(3) tax-exempt organization? (if no, the application is disqualified)
* Does the applicant have established financial and management systems? (if no, the application is disqualified)
* Does the organization have written program administration policies and procedures in place including financial management, conflict of interest, non-discrimination, equal opportunity, procurement, repair standards and LBP? (if no, the applicant is disqualified)
* Has the applicant failed to meet any other threshold eligibility requirements in the accompanying 2023-2024 Consolidated NOFA Handbook? (If yes, the application is disqualified.)
 | Qualified or Disqualified  |
| **Organizational Capacity:*** Does the organization have demonstrated success in administering a similar activity? (0 years = 0 points; 1 or more years = 5 points)
* Is the experience and training of the proposed program/project/activity staff consistent with the needs of the proposed activity(s)? (10 points)
* Does the agency have facilities consistent with the proposed program activities? (5 points)
* Does the agency have any unresolved monitoring findings? (Up to -10)
 | 20 |
| **Quality of the Proposal / Alignment to Community Need:** * To what extent does the proposal address unmet community needs? (Up to 10 points)
* Does the proposal describe barriers to program participation, and how the activity addresses those barriers? (Up to 10 points)
* Has the proposal clearly identified how it will address the needs of one or more of the following populations: domestic violence survivors, veterans, LGBTQ, deaf and hard-of-hearing, persons with access or functional needs, youth, victims of human trafficking, elderly (Up to 10 points)
* Does the proposal describe how it will enable access to one or more priority objectives listed on page 5 (Up to 10 points)
 | 40 |
| **Impact and Outcome:*** Has the applicant described how the target population will be reached and assessed? (Up to 5 points)
* Do the proposed program services match the needs of the population? (Up to 5 points)
* Does the organization clearly articulate how the program activities were developed in consultation with the target population? (Up to 5 points)
* Does the organization describe how their prior activities have resulted in meaningful impact? (Up to 5 points)
 | 20 |
| **Cost Effectiveness / Leveraging:*** Is the proposed budget consistent with the benefits provided? (Up to 15 points)
* Will the proposed activity leverage additional funds that would otherwise not be available? (Up to 5 points)
 | 20 |
| **Total Possible Points** | 100 |

## Insurance Requirements and Indemnification

Agencies selected to deliver home repair programs will be required to meet insurance requirements as provided by the City of Fresno. The most current requirements are provided below. These Insurance requirements are subject to change based on specific aspects of program delivery. The actual insurance requirements will be the City’s requirements at the time of contract execution.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance, or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

(i) $1,000,000 per occurrence for bodily injury and property damage;

(ii) $1,000,000 per occurrence for personal and advertising injury;

(iii) $2,000,000 aggregate for products and completed operations; and,

(iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

1. COMMERCIAL AUTOMOBILE LIABILITY:

$1,000,000 per accident for bodily injury and property damage.
2. WORKERS’ COMPENSATION INSURANCE as required by the State of California with statutory limits.
3. EMPLOYER’S LIABILITY:

(i) $1,000,000 each accident for bodily injury;

(ii) $1,000,000 disease each employee; and,

(iii) $1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self- insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY’s Risk Manager or designee. At the option of the CITY’s Risk Manager or designee, either:

1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
2. SUBRECIPIENT shall provide a financial guarantee, satisfactory to CITY’s Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions. OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT’s insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT’s insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers’ Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SUBRECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non- renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that it’s subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY’S Risk Manager or his/her designee prior to CITY’S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SUBRECIPIENT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

*Indemnification*

To the furthest extent allowed by law, SUBRECIPIENT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECEIPIENT 'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

 If SUBRECIPIENT should subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

 This section shall survive termination or expiration of this Agreement.

## Summary of Federal Rules and Regulations

Funded programs shall be administered in compliance with CDBG and/or HOME requirements and in a manner that meets CDBG 24 CFR 570 and HOME Final Rule at 24 CFR Part 92, as amended, federal regulations.

Funded programs shall also be administered in compliance with all applicable City, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

1. Records shall be maintained as required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the funded activities. Such records shall include but not be limited to:
	1. A full description of each activity undertaken;
	2. Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;
	3. Records required to determine the eligibility of activities;
	4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
	5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
	6. Financial records as required by 24 CFR 84.21-28 as amended by 24 CFR 570.502, and
	7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
2. Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.
3. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
4. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
5. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
6. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
9. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
13. See §200.322 Procurement of recovered materials.
14. Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.
15. Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.
16. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
17. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851- 4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.
18. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).
19. A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).
20. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.
21. Bonding and insurance requirements set forth in 24 CFR 84.31 and 84.48. Funded activities may also be required to carry sufficient insurance and bond coverage as determined by the Risk Management Division of the City of Fresno Personnel Services Department.
22. Environmental Review (24 CFR 92.352)
23. Section 504 of the Rehabilitation Act of 1973
24. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001)
25. Income Determinations (24 CFR 92.203)
26. Conflict of Interest (24 CFR 570.611 & 24 CFR 92.356)
27. Accessibility Title III of the American with Disability Act of 1990 (ADA)
28. Affirmative Marketing (24 CFR 92.350 and 92.351)
29. Uniform Relocation Act (24 CFR 92.353 and 24 CFR 570.606)
30. Housing and Community Development Act of 1974
31. Clean Water Requirements 33 USC 1251
32. Civil Rights Requirements, 29 U.S.C. 623, 42 U.S.C. 2000, 42 U.S.C. 6102, 42 U.S.C 12112, 42 U.S.C. 12132, 49 U.S.C 5332, 29 C.F.R. Part 1630, 41 C.F.R. and Part 60 et seq.
33. Faith Based Activities (24 CFR 92.257)

# FY 2023-2024 APPLICATIONOwner Occupied Home Repair Programs

1. **Project Summary Information** – please complete the below summary information for the project/program.

Project Name (10 words or less):

Amount Requested: $      .00

Provide a short description of the proposed program/activity. (1 to 3 sentences and must fit in the provided space).

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| --- |
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1. **Organizational Capacity**
	1. Briefly describe how your organization’s prior activities have resulted in meaningful impact:

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| --- |
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* 1. Home Repair or Housing Rehabilitation Program Delivery Experience
	(select one)

[ ]  Continued operation of existing program active four or more years

[ ]  Four years of experience, but not active in last 12 months

[ ]  Less than four years of experience

[ ]  No active home repair or housing rehabilitation program experience

If you identified Home Repair or Housing Rehabilitation Program Delivery Experience above, please indicate below if any of that experience utilized the following funding:

[ ]  CDBG Program

[ ]  Other State or Federal Grant Program (Specify:       )

* 1. Does the organization have the following in place (check box if ‘yes’)?
	NOTE: These items will need to be submitted by the organization prior to the execution of the subrecipient agreement.

[ ]  Written policies and procedures for the proposed program (i.e. intake, eligibility, income, race & ethnicity, file management)

[ ]  Housing Repair Standards/Guide

[ ]  Written Financial Management Policies and Procedures

[ ]  Non-Discrimination / Equal Opportunity Policy

[ ]  Conflict of Interest Policies and Procedures

[ ]  Procurement Policies and Procedures

[ ]  Lead-Based Paint Certification (or able to contract with a Lead-Based Paint Consultant)

* 1. Has the organization been subject to an A-133 audit in the last five fiscal years?
	If available, the organization will need to submit prior to the execution of the subrecipient agreement; If unavailable, the agency will need to submit its Federal 990 Exempt Organization Tax Return.

[ ]  Yes [ ]  No

1. **Proposed Scope of Work**
	1. Briefly describe the needs this proposal addresses, and how existing resources are insufficient to meet this need:

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| --- |
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* 1. Beneficiaries
	Home Repair Programs are income restricted and benefit low-to moderate-income households. The below income limits are provided for reference; current HUD income limits for California, Fresno can always be found at: [www.hudexchange.info/resource/5334/cdbg-income-limits/](http://www.hudexchange.info/resource/5334/cdbg-income-limits/). Please acknowledge this restriction below:

[ ]  I acknowledge that the Home Repair Programs in this application are restricted to low- and moderate-income persons as defined by HUD.

**Current Annual Income limits**

|  |  |  |  |
| --- | --- | --- | --- |
| **Household Size** | **30% AMI** | **50% AMI** | **80% AMI** |
| 1 | 14,650 | 24,400 | 39,050 |
| 2 | 16,750 | 27,900 | 44,600 |
| 3 | 18,850 | 31,400 | 50,200 |
| 4 | 20,900 | 34,850 | 55,750 |
| 5 | 22,600 | 37,650 | 60,250 |

* 1. How many unduplicated housing units are planned to be addressed using the funding in this application?

      housing units will be addressed using the funding in this application.

* 1. Briefly describe the target population, how the project will meet the specific needs of the target population, and how the project will be marketed to the target population.

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* 1. How will program participants be identified, qualified, and prioritized in a way that addresses the greatest needs?

|  |
| --- |
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* 1. The City’s Analysis of Impediments to Fair Housing Choice recommends that the City prioritize investments in areas identified as Racially/Ethnically Concentrated Areas of Poverty (RECAPs – see NOFA Handbook). Will this program be:

[ ]  Offered Citywide

[ ]  Offered Citywide with an emphasis and affirmative marketing toward RECAPs

[ ]  Offered exclusively to residents of RECAPs

* 1. Relocation Compliance
	Permanent displacement will not be allowed under any of the above programs. If the project involves temporary relocation, a Relocation and Temporary Displacement Plan will need to be provided before execution of a subrecipient agreement. In addition, the budget will need to list any proposed temporary relocation cost. Please select the box below if this proposed activity involves temporary relocation of any persons.

[ ]  The proposed activity involves temporary relocation of one or more persons

If the project involves temporary relocation, please indicate below how temporary relocation will be addressed:

|  |
| --- |
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* 1. Procurement Process
	If you have not attached a copy of the agency’s procurement policy, provide a narrative description of the planned process for procuring contractors/ subcontractors and construction-related professional and other services. Note: Submittal of the Procurement Policy and Procedures for City review and acceptance will be required prior to the execution of the subrecipient agreement.

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| [ ]  Procurement Policy is attached to this document, or;A narrative description of the organization’s procurement process is below:      |

Narrative description of Procurement Process (continued from previous page)

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* 1. Detailed Narrative Description of Project/ProgramProvide a detailed description of the program model, identifying any anticipated challenges or limitations, and strategy and plan for mitigating or overcoming the challenges. Limit the description to the following two pages.

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Detailed Narrative Description of Project/Program (Continued from previous page)

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1. **Project/Program Budget**
	1. Proposed Form of Assistance to Beneficiary Requested:

[ ]  Grant

[ ]  Forgivable Loan

[ ]  Loan, below-market interest rate

If a loan is proposed, please provide the loan terms requested:

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If a loan is provided, does the applicant propose to maintain the loan repayments within the proposed program?

[ ]  Yes [ ]  No

* 1. The City is interested in applicants that can deploy activities in a timely manner (18 months) while balancing the need to maintain high standards of program delivery. Please propose how you will address this need.

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* 1. List of Funding Sources

Provide all planned funding anticipated/ committed for this activity for FY 2023-2024. If the organization has received funding commitment letters, please attach as an exhibit to this application.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Funding Source (Name of Funder)** | **Name of Funding Program (if applicable)** | **Dollar Amount** | **Commitment Status (Committed or Pending)** | **If Pending, Expected Commitment Date** |
|       |       |       |       |       |
|       |       |       |       |       |
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* 1. Activity Budget Summary

	Please complete Exhibit A – Operating Budget Summary.

The above referenced Budget worksheet is available in Excel format at [www.fresno.gov/housing](http://www.fresno.gov/housing) under the ‘[Notice of Funding Available](https://www.fresno.gov/darm/housing-community-development/#tab-03)’ tab.

Limitations to the use of CDBG fundsPrior to completing the Activity Budget Summary Form, review the following limitations to the use of CDBG funds.

* A proposal budget that includes rehabilitation and service costs should identify those costs separately.
* City CDBG funds may be used to pay for that portion of the total cost of any audit required by OMB A-133 that represents the amount of City CDBG funds audited as a percentage of total funds audited.
* The following costs are not allowable: bad debts; contingencies; contributions and donations; entertainment costs (including meals for social events and awards/graduation banquets); gifts or incentive awards to individuals; fines and penalties resulting from violations of or non-compliance with Federal, State, and Local laws; interest on borrowed capital; fundraising; investment management.

# Attachments to Part B Application:

[ ]  EXHIBIT A – OPERATING BUDGET SUMMARY

Optional Additional Exhibits:

[ ]  EXHIBIT       – FUNDING COMMITMENT LETTERS (IF AVAILABLE)

[ ]  EXHIBIT       – LETTERS OF SUPPORT (OPTIONAL-MAXIMUM 2)

[ ]  EXHIBIT       – PROCUREMENT POLICY

## Exhibit A: Operating Project Budget Summary (or, submit via Excel)

|  |  |  |  |
| --- | --- | --- | --- |
| **Budgeted Position (Personnel) or Category (Operations)** | **City of Fresno HUD Funds** | **Other Funds for Project** | **Project Totals (All Funds)** |
| **Salaries & Wages** | **Fringe Benefits** | **Totals(City of Fresno HUD Funds)** | **Other Federal Funds** | **State Funds** | **Local Govm't Funds** | **Private / Donor Funds** | **Other Funds (specify)** |
| **Salaries/Wages (Specify each position, add additional rows as needed)** |
| **Direct Service Personnel (enter position titles):** |
|  |       |       |  |       |       |       |       |       |  |
|  |       |       |  |       |       |       |       |       |  |
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| **Administrative Personnel (enter position titles):** |
|  |       |       |  |       |       |       |       |       |  |
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|  |  |  |  |  |  |  |  |  |  |
|  **TOTAL PERSONNEL BUDGET**  | $      | $      | **$** | $      | $      | $      | $      | $      | **$** |
| **Other Direct Costs (Include only costs that are direct; indirect costs are covered under the Indirect Cost Rate)** |
|  |  |  |  |       |       |       |       |       |  |
|  |  |  |  |       |       |       |       |       |  |
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|  |  |  |  |       |       |       |       |       |  |
| **TOTAL OTHER DIRECT COSTS** |  |  | **$** | $      | $      | $      | $      | $      | **$** |
| **INDIRECT COSTS\* (Select 1 indirect rate Only)** |
| **Approved Indirect Cost Rate** |  |  |  |       |       |       |       |       |  |
| **De minimus 10 % Rate**  |  |  |  |       |       |       |       |       |  |
| **TOTAL INDIRECT COST BUDGET** |  |  | **$** | $      | $      | $      | $      | $      | **$** |
| **PROGRAM EXPENSE BUDGET** |
| **Assistance to Beneficiaries** |       |       |  |       |       |       |       |       |  |
|  |       |       |  |       |       |       |       |       |  |
| **TOTAL PROJECT BUDGET** | **$** | **$** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |

*\*An approved indirect cost rate must be applied to the base identified in the agreement with the federal cognizant agency.*

*Per 2 CFR 200.414, any non-federal entity that does not have a current negotiated rate may elect to charge a de minimis rate of 10% of Modified Total Direct Costs (defined in 2 CFR 200.68).*