



CITY OF REDWOOD CITY, CALIFORNIA
CITY MANAGER'S OFFICE
HOUSING DIVISION

Request for Proposals (RFP)
HOME Investment Partnerships American Rescue Plan Program
(HOME-ARP)
Supportive Services

ISSUED ON:
September 10, 2026

CONTACT INFORMATION
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SECTION I: OVERVIEW OF PROCESS

A. Introduction and Purpose

The [City of Redwood City](#) (City), California is a charter city incorporated in 1867 and is run by a council-manager form of government.

[Housing](#) and [Homelessness Services](#) are led from the City Manager's Office.

The City has a long history of collaborating with the County and non-profit community partners in addressing housing and homelessness. This includes:

- Establishing the Information and Referral Program at the [Fair Oaks Community Center](#) in the 1980s when the County needed a local partner to provide safety net services and to connect unsheltered residents to the countywide homeless services system.
- Being the home city of multiple homeless programs and services including:
 - Shelters/Temporary Housing: San Mateo County Navigation Center, Pacific Emergency Shelter, Redwood Family House, Spring Street Shelter, and Young Adult Independent Living (YAIL)
 - Permanent Supportive Housing: Casa Esperanza Permanent Supportive Housing, Cedar Street Apartments, Shores Landing Senior Supportive Housing Community, and Waverly Place
 - Services: LifeMoves Homeless Outreach Team, Dignity on Wheels mobile shower and laundry, Catholic Worker House food distributions, Street Life Ministries food and clothing distribution
 - Partnering with Project Sentinel to provide tenant-landlord counseling and fair housing services

Through the American Rescue Plan (ARP) Act of 2021 and the U.S. Department of Housing and Urban Development (HUD), the City received a one-time allocation of HOME Investment Partnership – American Rescue Plan Program (HOME-ARP) funding, in the amount of \$1,016,375. These funds are intended to address the need for housing and supportive services to specific Qualified Populations as defined in "HUD's [CPD Notice 21-10](#) and listed in Attachment C of this RFP.

HUD issued guidance for the utilization of the HOME-ARP funds through CPD-Notice 21-10 on September 13, 2021, to ensure the funds are intended to benefit qualifying populations and be used for specific activities not normally permitted under the HOME Investment Partnership (HOME) program.

The City, is seeking to select qualified Subrecipient(s) to receive HOME-ARP funds in the form of a grant to provide supportive services to HOME-ARP Qualifying Populations as defined in [CPD Notice 21-10](#) and listed in Attachment C of this RFP.

The purpose of this RFP is to expand and enhance existing programs that deliver supportive services to Qualifying Populations. HOME-ARP funds must be used to enhance and expand the reach and effectiveness of these established services and cannot be used to develop or launch new programs or initiatives.

B. Timeline

The City reserves the right to modify any of the dates in the schedule as deemed necessary.

Action	Date
Deadline for Questions via email	Friday, September 24, 2026 at 5:00 PM PT
City's Responses to Questions via email	Thursday, October 1, 2026
Proposal Submittal Deadline	Friday, October 9, 2026 at 5:00 PM PST
Review of Proposals / Interviews at City Discretion	October 12 to October 16, 2026
Select Proposal / Notice of Intent to Award*	Monday, October 19, 2026
Recommendation to City Council (for contract award) *	November 23, 2026
Agreement Term*	December 1, 2026 – November 30, 2029

*Tentative dates

C. Scope of Services

Selected Respondent(s) will receive grants to cover supportive service funding gaps for three (3) years beginning on December 1, 2026, and expiring on November 30, 2029. Supportive services provided must promote housing stability. HOME-ARP funding must not supplant existing supportive service funding streams (such as Medicaid reimbursement) but rather must be used to complement organizations' existing service funding sources and to fund services that are not billable under those programs. All households served must meet, at minimum, one of the HOME-ARP Qualifying Population (QPs) definitions in **Attachment C**.

Note: the City is required by HUD to use its overall grant allocation to serve all Qualifying Populations. However, the Respondent's proposed program does not need to serve all of the Qualifying Populations.

1. Project Requirements

The City will be funding projects under three (3) categories of HOME-ARP's supportive services:

- a) **McKinney-Vento Supportive Services** are adapted from the services listed in [section 401\(29\) of McKinney Vento](#).

- b) **Homelessness Prevention Services** are adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106, and are revised, supplemented, and streamlined in Section VI.D.4.c.i of the [HOME-ARP CPD Notice 2021-10](#).
- c) **Housing Counseling Services** are those consistent with the definition of housing counseling and housing counseling services defined at [24 CFR 5.100](#) and [5.111](#), respectively, except where otherwise noted. The requirements at [24 CFR 5.111](#) state that any housing counseling, as defined in [24 CFR 5.100](#), required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under [24 CFR part 214](#) to provide housing counseling, consistent with [12 U.S.C. 1701x](#). HUD-approved Housing Counseling Agencies can be found on HUD's website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/sfh/hcc.

Eligible and ineligible services under these categories are outlined in **Attachment D**.

Eligible Program Participants: Supportive services may be provided to individuals and families who meet the definition of a Qualifying Population as outlined in **Attachment C** and who are not already receiving these services through another program.

2. Maximum Request

The maximum request per Respondent is capped at \$1,016,375 (the City's full HOME-ARP allocation). However, if requesting the maximum amount, the proposed project would need to serve all four Qualifying Populations (see **Attachment C**). If a project is only serving up to two of the Qualifying Populations, the requested amount cannot exceed \$500,000. It's at the City's discretion to determine the exact amount of funding that will be allocated to ensure all four Qualifying Populations are served by the HOME-ARP funding as per HUD's requirements.

3. Award Terms

- Awards will be made in the form of a grant.
- The award Recipient must be the Respondent responding to this RFP. Awards will not be made to any subrecipient of the recipient or partner organizations. The award Recipient may make one or more Sub-Awards to supportive service providers to provide services.
 - Any changes to Sub-Awards and Subrecipients after the proposal submission are subject to City approval.
- The Award Agreement expected to commence on December 1, 2026, and expire on November 30, 2029 (the "Award Term").
- Grant funds will be claimed on a quarterly basis as reimbursement for eligible service costs incurred by the Recipient. Recipients may elect to seek reimbursement on a more frequent basis.
- Recipients must submit quarterly performance reports throughout the Award Term, in the format prescribed by Redwood City, as amended from time to time.

- Failure to submit quarterly performance reports, to meet performance indicators defined in the Award Agreement, and/or to meet expenditure deadlines may result in de-obligation of all or a portion of a Recipient's remaining grant funds.
 - De-obligated funds may be awarded to other Recipients who exceed or meet their performance and expenditure benchmarks at the City's discretion.
- Recipients agree to attend any training courses mandated by the City.

D. Questions

Written questions regarding this RFP will be accepted no later than **5:00 PM, September 24, 2026**. Inquiries received after the date and time stated may not be accepted.

Any interpretations, corrections or amendments of the RFP will only be made by an addendum posted online to the City's website. Such addendum shall be considered a part of the RFP. Oral interpretations or clarifications will be without legal effect.

All questions must be submitted to Madiha Haque, Housing and Economic Development Specialist II, at housingrwc@redwoodcity.org.

E. Submittal Process

1. Instructions to Proposers

Proposals are due on or before **Friday, October 9, 2026, at 5:00 PM (PST)**.

Respondent shall send one (1) electronic, PDF copy of its proposal to housingrwc@redwoodcity.org with the subject **"HOME-ARP Supportive Services Proposal"**.

Proposals that do not contain all required forms/documents as listed in this RFP may be determined ineligible for further consideration.

2. Proposal Format and Required Submission Items

All proposals shall address the following items in the order listed below. Proposals not organized according to the following format may be rejected.

- 1. Proposal Coversheet:** Qualifications Coversheet (required template included as Attachment A).
- 2. Certification of Respondent:** Certification of Respondent (required template included as Attachment B)

- 3. Supportive Service Plan – PAGE LIMIT 5:** Submit a narrative describing the project’s current and proposed supportive service plan. Respondent must include the following information:
- a. Summary of supportive services currently provided to Qualifying Populations. Include information on existing supportive service staff, case management ratio of service providers to clients, and available hours that services are offered.
 - i. **Projects not currently offering supportive services are ineligible to apply under this RFP unless the lead Respondent is partnering with a subrecipient that provides the services on behalf of the Respondent.**
 - b. Summary of service funding used to pay for current services, including a discussion of service gaps for service types or costs that cannot be covered by current funding streams.
 - c. Summary of proposed uses of grant funding, including the amount of funds requested. Discuss the expanded supportive services to be provided if awarded a grant through this RFP. Include information on how the grant will impact on the types of services offered, the staffing model, case management ratio of service providers to residents, available hours services would be offered, etc. If applicable:
 - i. Identify the organizations that will receive Sub-Awards, the services that will be covered under those agreements, and the anticipated dollar amount of the Sub-Awards.
 - ii. If the Respondent will need to engage service partners that do not currently provide services at the project, describe the process that will be used to identify and evaluate new service partners.
 - iii. Please include an explanation for why a Sub-Award is necessary and an acknowledgement that any organizations that receive Sub-Awards will be bound by the same terms as the City’s agreement with Respondent.
 - d. Plan to solicit feedback from QP(s) served to make improvements to supportive services.
 - e. Proposed program implementation timeline.
 - f. Identify current metrics used to track outcomes of supportive services currently offered.
 - g. Identify proposed metrics to track outcomes of supportive services to be offered through this grant funding.
- 4. Problem Statement/Unmet Need – PAGE LIMIT 1:** Submit a narrative describing the unmet supportive service need that the HOME-ARP grant funding will address. Explain how the HOME-ARP grant funding will complement existing supportive service funding at the project and why the existing service funding is insufficient to meet service needs of the residents.
- a. **NOTE: HOME-ARP service funding must not supplant existing supportive service funding streams (such as Medicaid reimbursement) but rather must be**

used to complement existing service funding sources and to fund services that are not billable under those programs.

- 5. Capacity - *PAGE LIMIT 2*:** Submit a narrative describing the primary service provider's experience with providing supportive services, including assessing and documenting eligibility, assisting households with housing stability, navigation and/or placement. Include a bio and resume for the lead staff member.
- 6. Project Performance – *PAGE LIMIT 1*:** Submit a narrative with statistical data describing the past 12 months of performance for the supportive services program for which funding is being requested. Below are suggested performance measures that can be included in the narrative, but other measures are acceptable:
 - Number of persons facing evictions diverted for homelessness or quickly re-housed.
 - Prevention of the number of court-ordered evictions.
 - Percentage of clients who maintain or increase their income (earned or benefits).
 - Percentage of households still housed 12 months after program exit.
 - Percentage of participants placed in permanent housing.
 - Average days individuals/households spend in shelters or on the streets before housing placement.
- 7. HOME-ARP Service Budget:** Completed copy of the HOME-ARP Service Budget form identifying uses of the HOME-ARP funds for the three-year Award Term. Budget must identify the service provider(s) who will receive the sub-award from the Respondent.
- 8. Organization Information.** This section of the proposal must provide the following:
 - a. Organization Background and History:**
 - i. Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLC, etc.).
 - ii. Letter from IRS for 501(C)(3) Tax Exempt Status Attachment – Please provide a copy of the letter from the IRS confirming the organization's 501(C)3 tax exempt status
 - iii. Unique Entity Identifier (UEI) or statement of understanding that a UEI must be obtained through SAM.gov prior to doing business with City
 - iv. Articles of Incorporation
 - v. Provide the date of the Organization's establishment
 - vi. Identify if the Organization is a subsidiary of a larger organization. If so, identify the parent organization
 - vii. Identify any relevant supportive services or public services projects/programs that the Organization has completed in Redwood City within the past five years.
 - b. Administration and Operations – *PAGE LIMIT: 2***

- i. Identify the location of the Organization's headquarters or offices, which will directly support the implementation.
- ii. Identify the location, hours of operation, and contact information of finance support staff.
- iii. Provide the current number of people employed by the Organization.
- iv. List or attach the company's Redwood City business license number, or statement of understanding that a business license must be obtained prior to doing business with the City.

c. Organization Financials

- i. Certified financial audit no more than one fiscal year old, prepared by a CPA, with management letters
- ii. Federal Single Audit: 2 CFR Part 200, Subpart F Single Audit (for entities that receive more than \$1,000,000 in federal funding) **OR** a letter from your Executive Director or Corporate Financial Officer certifying that agency does not receive more than \$1,000,000 in federal funds and is not subject to the Single Audit requirement.
- iii. Identify if the Organization has filed any bankruptcy or insolvency processing in the last ten years.
- iv. Identify any mergers, formal partnerships, changes in organizational structure, or significant program transitions your organization has undergone within the past five years. If applicable, provide a description of the change(s) and any relevant details.

d. Organization Policies

- i. By-laws
- ii. Non-discrimination policy for Staff and Clients
- iii. Reasonable Accommodations Policy for Staff and Clients
- iv. Conflict of Interest Policy

F. Evaluation and Selection Process

Evaluation of all proposals will be completed by City staff as follows:

1. Initial review and scoring of proposals
2. Request for additional information/clarifications from Respondents, as needed
3. Follow-up interviews and discussion with finalist Respondents, as needed
4. Select proposal(s) / Notice of Intent to Award
5. Finalize Award Agreement and recommendation to City Council

After the proposals are received, the City shall review and evaluate them for responsiveness to the RFP in order to determine whether the Respondent followed all directions in this RFP and would be best suited to meet the City's needs, on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price. The City may also investigate qualifications of

all Respondents to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more Respondents.

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Respondents. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals are complete. If clarifications are made as a result of such discussion, the Respondent shall put such clarifications in writing.

In the event the City chooses to conduct interviews as part of the selection process, the City will determine how to proceed with that process. The Respondent(s) selected for the interview will be allowed to present their experience and project approach. Following the presentation, there may be an informal question and answer discussion.

At the conclusion of the evaluation, the City will enter into contract negotiations with the top-ranking Respondent(s). City staff will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when City Council authorizes the City Manager to execute Award Agreements and when an Award Agreement(s) is fully executed.

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the Respondent which, in the City's opinion, best serves the City's interests.

Applications will be evaluated by City based on the following two-stage process. Both stages must be satisfied for a project to be considered for funding. Failure to meet any threshold or responsible respondent requirements may result in the proposal being declined for HOME-ARP funds.

1. Threshold Criteria – Minimum Requirements

Eligible Respondent

The Respondent must be an eligible entity under the HOME-ARP requirements. Entities that are eligible to provide supportive services under this HOME-ARP RFP are subrecipients.

Subrecipient: Per 24 CFR 92.2 and 2 CFR 200.93 & .330 (a) of the Uniform Guidance, "Subrecipient" is defined as a **public agency** or **nonprofit organization** that receives a subaward for the purpose of carrying out part of a federal award.

Any entity currently suspended or debarred from participating in federally funded projects or in default with Redwood City will be disqualified.

Timely Submission and Completeness of Proposal

Respondent must submit a complete proposal which addresses all applicable questions enumerated in Part E Section 2 above.

All Proposers will be notified by email whether their submittal has been deemed complete, and whether it also satisfied the qualifying threshold requirements.

2. Responsible Respondent Requirements

Redwood City shall not award any funds until the selected Respondent has been determined to be responsible. A Responsible respondent must:

1. Have adequate financial resources to perform the project or the ability to obtain the funds
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments
3. Have a satisfactory performance record with the City
4. Have a satisfactory record of integrity and business ethics
5. Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them
6. Have supplied all requested information
7. Be legally qualified to contract in the State of California
8. Have a valid City of Redwood City business license
9. Have a Unique Entity Identifier (UEI) through SAM.gov

Past Award Performance (if applicable)

Past award performance, including history of complying with federal, state, and local guidelines, meeting benchmarks, and quality of work performed and services provided, will be considered. Respondents are not required to submit documentation attesting to past award performance. Redwood City staff will review documentation from previous awards to evaluate Respondent's past award performance, if applicable.

3. Scoring Criteria

Proposals will be scored according to the point system described in this section. Proposals that fail the minimum threshold criteria will not be scored.

Maximum 60 points.

The following criteria further explains the Submission Requirements above.

1. Supportive Service Plan (25 points)
 - a. Narrative describing current services and service funding (5 points)
 - b. Narrative describing proposed uses of HOME-ARP service funding (10 points)
 - c. Plan to solicit feedback from existing clients (5 points)
 - d. Discussion of current and proposed metrics to track outcomes related to services (5 points)
2. Problem Statement/Unmet Need (10 points)
3. Capacity (5 points)
4. Project Performance (10 points)
5. Application quality and completeness (10 points)

G. Terms and Conditions

Submission of a proposal indicates acceptance by the prospective Respondent of the conditions (1) contained in this RFP unless clearly and specifically noted in the proposal submitted and (2) provided in the agreement between the City of Redwood City and the Respondent selected. A sample Award Agreement is included as **Attachment F**. City reserves the right to add to the Award Agreement additional restrictions, limitations, or conditions imposed by the federal government in the future that may affect the terms and conditions of this RFP and the Award Agreement.

By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

1. Rights of the City

1. Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Request for Proposals;
- Postpone agreement start date for its own convenience;
- Remedy technical errors in the RFP process;
- Approve or disapprove the use of particular sub-consultants or sub-awards;
- Cancel the RFP and reject any and all proposals in whole or in part when it is in the best interest of the City;
- Reject and not consider any or all respondents that do not meet the requirements of this RFP, including but not limited to: incomplete

qualifications and/or qualifications offering alternate or non-requested services;

- Split the award between multiple Respondents and make the award on a category-by-category basis and/or remove categories from the award;
- Assess the eligibility and qualifications for agencies identified in RFP to receive sub-awards;
- Amend this RFP in writing at any time;
- Cancel or reissue all or any part of the RFP at its sole discretion;
- Waive informalities and irregularities in the proposals;
- Enter into an agreement with another Respondent in the event the originally selected Respondent defaults or fails to execute an agreement with the City;
- Require any Respondents selected for funding to participate in any mandatory program trainings and meetings; and
- Add additional restrictions, limitations, or conditions imposed by the federal government in the future that may affect the terms and conditions of this Request for Proposal and the funding agreement.

Respondents will respond to the final written RFP including any exhibits, attachments, and amendments issued by the City.

This RFP is a request for the submission of qualifications but is not itself an offer and shall under no circumstances be construed as an offer. An agreement shall not be valid or binding on the City unless and until it is executed by authorized representatives of the City and the Respondent.

2. Conditions of Federal Funding

By submitting a proposal, the Respondent acknowledges and agrees (i) the projects selected under this RFP are federally funded; (ii) conditions applicable to such funding may be modified at any time by the federal government which may affect or cause discontinuance of such funding; (iii) if the Respondent is selected, the reimbursement of projects thereafter is contingent on the continued availability of such funding.

3. Timely Expenditure of HOME-ARP Funds

HOME-ARP is a one-time funding source; HUD will reduce or recapture funds if not fully expended by the expenditure deadline. To ensure funds are utilized and QPs can benefit, funds allocated to projects and programs that are not encumbered by **May 1, 2027**, may be reallocated to other projects. Funds are encumbered when there is a signed agreement between the organization and the City.

4. Late Proposals

Proposals received late may not be opened or given any consideration for this RFP unless doing so is deemed to be in the best interest of the City, as determined in the sole discretion of the City. All proposals will be date/time stamped upon receipt.

5. Conflict of Interest:

Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. The City will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on the City, should the City select respondent. Further, the City reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

6. Proposal Preparation Costs:

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.

7. No Collusion

By submitting a proposal, the Respondent certifies that its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly. The proposal will be used to determine the Respondent's capability of rendering the services to be provided.

8. Public Records Law

Responses to this RFP become the exclusive property of the City. Pursuant to the California Public Records Act, Government Code Section 7920.000 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act and may be determined to be public records subject to disclosure, even if the Respondent claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

Each Respondent should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a Respondent submits, is a trade secret. If a request is made for information marked as “confidential” by the Respondent in their proposal, the City will provide the Respondent who submitted such information with reasonable notice to allow the Respondent to seek protection from disclosure by a court of competent jurisdiction.

H. Federal Cross-Cutting Requirements

Respondent understands that it must comply with the Federal requirements described in the RFP and listed below and must have knowledge of the HOME-ARP requirements including but not limited to the requirements listed below:

1. **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) and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **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).
3. **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 exclusions 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.” SAM Exclusions 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.
4. **Byrd Anti-Lobbying Amendment:** (31 U.S.C. 1352)—Respondents that apply or bid for an award exceeding \$100,000 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.

5. **24 CFR 92:** HOME Investment Partnerships Act
6. **Title VI obligations:** requires that the programs receiving federal financial assistance provide meaningful access to Limited English Proficient (“LEP”) persons.
7. **The Violence Against Women Act:** (VAWA) requirements as modified by 24 CFR 92.359 (b) and (c).
8. **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 24 CFR part 35 subparts A, B, J, K, M and R.
9. **31 U.S.C. 1352:** Byrd Anti-Lobbying Amendment.
10. **Applicable Portions of 2 CFR 200:** Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards, which includes but is not limited to the following requirements:
 - a. **2 CFR 200.62:** Internal Controls.
 - b. **2 CFR 200.113:** Mandatory Disclosures.
 - c. **2 CFR 200.216:** Prohibition on certain telecommunications and video surveillance services or equipment.
 - d. **2 CFR 200.318:** General Procurement Standards and Conflict of Interests.
 - e. **2 CFR 200.321:** Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Recipients must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - f. **2 CFR 200.322:** Domestic Preferences for Procurements.
 - g. **2 CFR 200.326:** Bonding Requirements
 - h. **2 CFR 200.501:** Audit requirements.
 - i. **Federal Funding Accountability and Transparency Act of 2006 or Transparency Act-Public Law 109-282:** As amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101), which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Sub-award and Executive Compensation Information.
11. **24 CFR 92.206 (d)(5):** Rent-Up Reserve.
12. **24 CFR 92.219 and 24 CFR 92.220:** Matching Contributions.
13. **24 CFR 92.251:** Property Standards.

14. **24 CFR 92.252:** Affordability Period Requirements.
15. **24 CFR 92.350 and 24 CFR 92.351:** Nondiscrimination, affirmative marketing, and minority outreach program requirements. The requirements of 24 CFR 92.350 and 24 CFR 92.351 shall apply to all HOME-ARP activities, including Non-Congregate Shelter and Supportive Services activities.
16. **24 CFR 92.356(f):** Conflict of Interest.
17. **The Davis-Bacon Act:** Requires that workers on certain Federally assisted developments receive no less than the prevailing wages being paid for similar work. Prevailing wages are computed by the U.S. Department of Labor and are issued in the form of a Federal wage decision for each classification of work. The Davis-Bacon Act will apply to awards for the following types of projects: (1) rehabilitation or new construction of a residential property containing twelve (12) or more HOME-assisted units; and (2) affordable housing containing twelve (12) or more units assisted with HOME Funds regardless of whether HOME Funds are used for construction or non-construction activities. Such property may be one (1) building or multiple buildings owned and operated as a single development. Any such contract or award must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).
18. **24 CFR 92.300(a)(2):** Use of CHDO proceeds.
19. **24 CFR 92.503(b):** Requirements related to recaptured funds.
20. **24 CFR 252(f)(2) and (f)(3):** Rent limits and occupancy levels, changes in rent.
21. **24 CFR 92.2:** Definition of CHDO
22. **24 CFR 5.609 and 24 CFR 5.611(a):** Income calculations.
23. **24 CFR 92.253 (a) and (b):** Lease and Prohibited Lease Provisions
24. **24 CFR 300:** CHDO requirements
25. **24 CFR 353 92.353:** Displacement, relocation, and acquisition.
26. **Contract Work Hours and Safety Standards Act:** (40 U.S.C. 3701-3708).
27. **37 CFR 401:** Rights to Inventions Made Under a Contract or Agreement.

SECTION II: ATTACHMENTS

Attachment A: Proposal Coversheet

Name of Individual, Firm, or Business: _____

Address: _____

Phone Number: _____

Website Address: _____

Qualification Contact Person: _____

Contact Title: _____

Contact Phone: _____

Contact E-mail Address: _____

Contract Signatory Authority Name: _____

Signatory Title: _____

Signature: _____

Attachment B: Certification of Respondent

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I _____ am the _____ of the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the City of Redwood City on behalf of said organization.

By submitting a proposal, the Respondent acknowledges and agrees (i) the projects selected under this RFP are federally funded; (ii) conditions applicable to such funding may be modified at any time by the federal government which may affect or cause discontinuance of such funding; (iii) if the Respondent is selected, the reimbursement of projects thereafter is contingent on the continued availability of such funding.

18 U.S.C. § 1001, "Fraud and False Statements," provides, among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____

Attachment C: Qualifying Populations Definitions

Qualifying populations are defined in the US Department of Housing and Urban Development's [CPD Notice 21-10](#) as follows:

Qualifying Population 1 (QP1)

Homeless, as defined in [24 CFR 91.5](#) Homeless (1), (2), or (3):

- a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground
 - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals).
 - iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
- b. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance
 - ii. No subsequent residence has been identified
 - iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing
- c. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a)
 - ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance
 - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance

- iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment

Qualifying Population 2 (QP2)

At risk of Homelessness, as defined in [24 CFR 91.5](#) At risk of homelessness:

- a. An individual or family who:
 - i. Has an annual income below 30 percent of median family income for the area, as determined by HUD
 - ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section
 - iii. Meets one of the following conditions:
 - 1. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance
 - 2. Is living in the home of another because of economic hardship
 - 3. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance
 - 4. Lives in a hotel or motel, and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals
 - 5. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau
 - 6. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution)
 - 7. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan
- b. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42

U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15))

- c. A child or youth who does not qualify as “homeless” under this section but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Qualifying Population 3 (QP3)

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing or is attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

Domestic violence, which is defined in [24 CFR 5.2003](#), includes felony or misdemeanor crimes of violence committed by:

- a. A current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship)
- b. A person with whom the victim shares a child in common
- c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- d. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds
- e. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence, which is defined in [24 CFR 5.2003](#) means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship
 - ii. The type of relationship
 - iii. The frequency of interaction between the persons involved in the relationship.

Sexual assault, which is defined in [24 CFR 5.2003](#), means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks the capacity to consent.

Stalking, which is defined in [24 CFR 5.2003](#) means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- a. Fear for the person's individual safety or the safety of others; or
- b. Suffer substantial emotional distress.

Human trafficking, includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:

- a. **Sex trafficking** means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- b. **Labor trafficking** means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Qualifying Population 4 (QP4)

Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

- a. **Other Families Requiring Services or Housing Assistance to Prevent Homelessness** is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in [24 CFR 91.5](#), are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.
- b. **At Greatest Risk of Housing Instability** is defined as a household that meets either paragraph (i) or (ii) below:

- i. has annual income that is less than or equal to 30% of the area median income, as determined by HUD, and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs)
- ii. has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the “At risk of homelessness” definition established at [24 CFR 91.5](#):
 - 1. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance
 - 2. Is living in the home of another because of economic hardship
 - 3. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance
 - 4. Lives in a hotel or motel, and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals
 - 5. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau
 - 6. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution)
 - 7. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

****Attachment E lists the current income limits.***

Attachment D: Eligible and Ineligible Supportive Services Costs

In accordance with HUD Notice [CPD-21-10](#) requirements for the use of HOME-ARP funds, for eligible supportive services are listed below. To effectively serve participants and meet the Cost Principles requirements outlined below, not all services outlined in HUD Notice CPD-21-10 are included in the list of eligible services.

1. **Oversight of Eligible Costs:** All supportive service costs paid for by HOME-ARP must comply with the requirements of HUD Notice CPD 21-10, including requirements in 2 CFR part 200, subpart E, Cost Principles that require costs be necessary and reasonable. If a qualifying household is already receiving the same eligible supportive service or has been approved to receive the same service through another program or provider, the program participant does not have a need for the HOME-ARP service. Subrecipients are responsible for ensuring participants do not receive duplicative assistance.
2. **Direct Provision of Services:** If services outlined in this section are being directly delivered by a subrecipient, the following costs are eligible project delivery costs for those services:
 - a. The costs of labor or supplies and materials incurred by the subrecipient in directly providing supportive services to program participants.
 - b. The salary and benefit packages of the subrecipient staff who directly deliver the services.
 - a. These project delivery costs must be attributable to the identifiable objective of the service delivered, otherwise they are administrative costs of the subrecipient.
3. **Eligible Costs for McKinney Vento Supportive Services and Homelessness Prevention Services:** Eligible costs for supportive services under either of these two categories include costs associated with the following services:
 - a. **Childcare:** The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible. The childcare center must be licensed by the jurisdiction in which it operated in order for its costs to be eligible. The following conditions also apply:
 - i. Children must be under the age of 13 unless the children have a disability.
 - ii. Children with a disability must be under the age of 18.
 - b. **Education services:** The costs of improving knowledge and basic educational skills are eligible costs including:
 - i. Instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).
 - ii. Screening, assessment, and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.
 - c. **Employment assistance and job training:** The costs of establishing and/or operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction,

services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.

- i. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
- ii. Services that assist individuals in securing employment consist of:
 - 1. Employment screening, assessment, or testing
 - 2. Structured job skills and job-seeking skills
 - 3. Special training and tutoring, including literacy training and pre-vocational training
 - 4. Books and instructional material
 - 5. Counseling or job coaching
 - 6. Referral to community resources
- d. **Food:** The cost of providing meals or groceries to program participants is eligible.
- e. **Housing search and counseling services:** Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible. Services are:
 - i. Development of an action plan for locating housing
 - ii. Housing search
 - iii. Tenant counseling
 - iv. Securing utilities
 - v. Making moving arrangements
 - vi. Outreach to and negotiation with owners
 - vii. Assistance submitting rental applications and understanding leases
 - viii. Assistance obtaining utilities
 - ix. Tenant counseling
 - x. Mediation with property owners and landlords on behalf of eligible program participants
 - xi. Credit counseling, accessing a free personal credit report, and resolving personal credit issues
 - xii. Payment of rental application fees

Please Note: When subrecipients provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of Housing counseling, as defined in 24 CFR 5.100, and therefore are not required to be carried out in accordance with the certification requirements of 24 CFR 5.111.

- f. **Legal services:** Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys for advice and representation in matters that interfere with a qualifying individual or family's ability to obtain and retain housing.
 - i. Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other legal

remedies for victims of domestic violence, dating violence, sexual assault, human trafficking, and stalking; appeal of veterans and public benefit claim denials; landlord-tenant disputes; and the resolution of outstanding criminal warrants; landlord/tenant matters, provided that the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

- ii. Legal services for immigration and citizenship matters and for issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are prohibited.
 - iii. Services may include client intake, receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
 - iv. Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.
- g. **Life skills training:** The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, dating violence, sexual assault, stalking, human trafficking, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Life skills training includes:
- i. The budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
- h. **Mental health services:** Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals.
- i. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.
 - ii. Services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
- i. **Outpatient health services:** Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:
- i. Providing an analysis or assessment of program participant's health problems and the development of a treatment plan
 - ii. Assisting program participants to understand their health needs

- iii. Providing directly or assisting program participants to obtain and utilize appropriate medical treatment
- iv. Preventive medical care and health maintenance services, including in-home health services and emergency medical services
- v. Provision of appropriate medication
- vi. Providing follow-up services
- vii. Preventative and non-cosmetic dental care.
- j. **Outreach services:** The costs of activities to engage qualified populations for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
 - i. Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.
 - ii. Costs associated with the following services are eligible: initial assessment; crisis counseling; addressing urgent physical needs, such as providing food, blankets, clothes, mobile showers, hand-washing stations, portable toilets, laundry, toiletries, or hygiene kits; actively connecting and providing people with information and referrals to homeless and mainstream programs; and publicizing the availability of the housing and/or services provided within the subrecipient's geographic area.
- k. **Substance abuse treatment services:** Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. The costs include:
 - i. Program participant intake and assessment
 - ii. Outpatient treatment
 - iii. Group and individual counseling
 - iv. Drug testing
 - v. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
- l. **Transportation:** Eligible costs are:
 - i. The costs of program participant's travel on public transportation or in a vehicle provided by the subrecipient to and from medical care, employment, childcare, or other services eligible under this Notice
 - ii. Mileage allowance for service workers to visit program participants and to carry out housing inspections
 - iii. The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants with written IHCD approval
 - iv. The cost of gas, insurance, taxes, and maintenance for the vehicle
 - v. The costs of subrecipient staff to accompany or assist program participants to utilize public transportation
 - vi. If public transportation options are not sufficient within the area, the subrecipient may make a one-time payment on behalf of a program

participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:

1. Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types)
 2. Payments for car repairs or maintenance must be paid by the subrecipient directly to the third party that repairs or maintains the car
 3. Subrecipients may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance
- vii. Payments for the cost of gas, insurance, taxes, the one-time payment for car repairs or maintenance described above, and maintenance for vehicles of program participants must be limited to program participants with the inability to pay for such costs and who, without such assistance, would not be able to participate in eligible services under this Section. Subrecipients must maintain written justification for these expenses in the tenant file.
- m. **Case management:** The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Subrecipients providing these supportive services must have written standards for providing the assistance. Eligible costs are those associated with the following services and activities:
- i. Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services
 - ii. Counseling
 - iii. Developing, securing, and coordinating services
 - iv. Using the Coordinated Entry System (CE)
 - v. Obtaining federal, State, and local benefits
 - vi. Monitoring and evaluating program participant progress
 - vii. Providing information and referrals to other providers
 - viii. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking
 - ix. Developing an individualized housing and service plan, including planning a path to permanent housing stability
 - x. Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs
- n. **Mediation:** HOME-ARP funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program

participant from losing permanent housing in which the program participant currently resides.

- o. **Credit repair:** HOME-ARP funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
- p. **Landlord/Tenant Liaison:** Costs of liaison services between property managers/owners and program participants are eligible HOME-ARP costs and may include:
 - i. Landlord outreach
 - ii. Mediation services in (n) for housing issues that may arise between owner, property manager, or other residents and clients
 - iii. Coordination or assistance with the provision of other HOME-ARP eligible services to assist clients to maintain permanent housing
- q. **Services for special populations:** HOME-ARP funds may be used to provide services for special populations, such as victim services, so long as the costs of providing these services are eligible under this section. The term victim services means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, stalking, or human trafficking.
- r. **Financial assistance costs:** HOME-ARP funds may be used to pay housing owners, utility companies, and other third parties for the following costs, as applicable:
 - i. Rental application fees: Rental housing application fee that is charged by the owner to all applicants.
 - ii. Security deposits: A security deposit that is equal to no more than 2 months' rent. This assistance is separate and distinct from the provision of financial assistance for First and Last Month's rent provided under this section and cannot be used to duplicate those costs.
 - iii. Payment of rental arrears: HOME-ARP funds may be used for a onetime payment for up to 6 months of rent in arrears, including any late fees or charges on those arrears, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing.
 - iv. First and Last month's rent: If necessary to obtain housing for a program participant, HOME-ARP funds may be used to make a pre-payment of the first and last month's rent under a new lease to the owner at the time the owner is paid the security deposit for the program participant's tenancy in the housing. This assistance must not exceed two month's rent and must be tracked for purposes of determining the total short- and medium-term financial assistance for rent that the program participant may receive. This assistance is separate and distinct from financial

assistance for Security Deposits provided under this section and cannot be used to duplicate those costs.

- v. Utility deposits: A standard utility deposit or initiation fee required by the utility company or owner (if owner-paid utilities are provided) for all program participants for the following utilities:
 - 1. Gas
 - 2. Electric
 - 3. Water
 - 4. Sewer
 - vi. Utility payments: HOME-ARP funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
 - vii. Moving costs: HOME-ARP funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under this section of the Notice and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
- s. **Short-term and medium-term financial assistance for rent:** Subject to the following conditions, a PJ may provide a program participant with short-term or medium-term financial assistance for rent, provided that the total financial assistance provided, including any pre-payment of first and last month's rent as described above, does not exceed 24 months of rental payments over any 3-year period.
- i. Short-term means up to 3 months.
 - ii. Medium-term means more than 3 months but not more than 24 months.
 - iii. The rental payments can only be made to an owner with whom the City has entered into a financial assistance agreement for rental payment. The financial assistance agreement must set forth the terms under which rental payments will be provided, including the requirements that apply under CPD Notice 21-10.
 - iv. Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources.

Ineligible Costs

1. Financial assistance cannot be on behalf of a program participant who is receiving the same type of assistance through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at [49 CFR part 24](#), or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at [24 CFR part 42](#), during the period of time covered by the replacement housing payments.
2. Financial assistance costs permitted through the HOME-ARP Program must be paid to a third-party and cannot be paid directly to the participant.
3. Any other services not specifically listed above as eligible costs, unless approved by the City prior to submitting a claim for reimbursement.
4. Funds should not be duplicated with other funds or funding sources.

Attachment E: HOME-ARP Income and Rent Limits

Effective June 1, 2026

HOME-ARP Income Limits

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% AMI	\$44,150	\$50,450	\$56,750	\$63,050	\$68,100	\$73,150	\$78,200	\$83,250
50% AMI	\$73,550	\$84,050	\$94,550	\$105,050	\$113,500	\$121,900	\$130,300	\$138,700
60% AMI	\$88,260	\$100,860	\$113,460	\$126,060	\$136,200	\$146,280	\$156,360	\$166,440
80% AMI	\$117,700	\$134,500	\$151,300	\$168,100	\$181,550	\$195,000	\$208,450	\$221,900

Rent Limits:

	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
Low HOME Rent Limit	\$1,838	\$1,970	\$2,363	\$2,731	\$3,047	\$3,362	\$3,676
High HOME Rent Limit	\$2,370	\$2,541	\$3,051	\$3,517	\$3,903	\$4,288	\$4,673
Fair Market Rent (FMR)	\$2,485	\$2,977	\$3,604	\$4,604	\$4,772	\$5,488	\$6,204
50% Rent Limit	\$1,838	\$1,970	\$2,363	\$2,731	\$3,047	\$3,362	\$3,676
60% Rent Limit	\$2,370	\$2,541	\$3,051	\$3,517	\$3,903	\$4,288	\$4,673

Attachment F - Budget Template

HOME-ARP Supportive Services Budget Template

Instructions: This workbook is used to collect budget information for Redwood City's HOME-ARP Supportive Services program. It must be completed and submitted with each RFP response. Awards under this program are for terms of three (3) years. Click [here](#) for an excel version of this budget or reach out to housingrwc@redwoodcity.org for a copy.

Budget date on this worksheet is separated into three (3) program years. Enter budget date for the first year on the "Year 1" tab. If the budget will change throughout the term, continue onto the subsequent annual tabs. If the budget will be the same each year, check the box below (you do not need to enter data in the remaining tabs). The annual data will be automatically combined into the "Total Budget Summary" table below (you do not need to edit this table).

Note: Please only enter information for the HOME-ARP Services Funding request. Do not provide information about funding from other sources. If you have questions about this worksheet, or need to report an error, please contact Madiha Haque, Housing Specialist, at housingrwc@redwoodcity.org.

Check box to copy Year 1 budget for all three program years. ☒

	Year 1	Year 2	Year 3
Subtotal Services	\$ -	\$ -	\$ -
Administrative Costs	\$ -	\$ -	\$ -
Annual Total	\$ -	\$ -	\$ -

3 Year Grant Total	
Total Supportive Services	\$ -
Total Admin	\$ -
Total Request	\$ -

Do **NOT** enter information in any GRAY Cells. Those cells will autocalculate information.

HOME-ARP Supportive Services Estimated Annual Costs

	Respondent	Annual Budget - Year 1			
		Project Sub-Award Budgets			
Supportive Services		Sub-Awardee 1*	Sub-Awardee 2*	Sub-Awardee 3*	Sub-Awardee 4*
Childcare					
Education Services					
Employment assistance and job training					
Food					
Housing Search and Counseling Services					
Legal Services					
Mental Health Services					
Outpatient Health Services					
Outreach Services					
Substance Abuse Treatment Services					
Transportation					
Case Management					
Mediation					
Credit Repair					
Services for Seppcial Populations					
Financial Assistance Costs					
Short Term/Medium Term Assistance for Rent					
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

Total Annual Supportive Service Costs	\$ -	Max Admin Request
Administrative Costs **	\$ -	\$ -
Total Annual Request	\$ -	

*Please enter the name of the organizations(s) that will receive a sub-award. If the organization is not yet identified, enter "TBD."

**Enter an amount up to the Maximum Admin Request in Cell G26. If the amount entered is more than the maximum allowable amount, you will get an error

For the respondent and each subrecipient, please briefly describe how the budget was calculated (e.g., 2 FTE Case Managers at \$XX, 100 bus passes at \$XX)

Respondent

Sub-Awardee #1

Sub-Awardee #2

Sub-Awardee #3

Sub-Awardee #4

HOME-ARP Supportive Services Estimated Annual Costs

		Annual Budget - Year 2			
		Project Sub-Award Budgets			
Supportive Services	Respondent	Sub-Awardee 1*	Sub-Awardee 2*	Sub-Awardee 3*	Sub-Awardee 4*
Childcare					
Education Services					
Employment assistance and job training					
Food					
Housing Search and Counseling Services					
Legal Services					
Mental Health Services					
Outpatient Health Services					
Outreach Services					
Substance Abuse Treatment Services					
Transportation					
Case Management					
Mediation					
Credit Repair					
Services for Seppcial Populations					
Financial Assistance Costs					
Short Term/Medium Term Assistance for Rent					
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

Total Annual Supportive Service Costs	\$ -	Max Admin Request
Administrative Costs **		\$ -
Total Annual Request	\$ -	

*Please enter the name of the organizations(s) that will receive a sub-award. If the organization is not yet identified, enter "TBD."

**Enter an amount up to the Maximum Admin Request in Cell G26. If the amount entered is more than the maximum allowable amount, you will get an error

For the respondent and each subrecipient, please briefly describe how the budget was calculated (e.g., 2 FTE Case Managers at \$XX, 100 bus passes at \$XX)

Respondent

Sub-Awardee #1

Sub-Awardee #2

Sub-Awardee #3

Sub-Awardee #4

HOME-ARP Supportive Services Estimated Annual Costs

		Annual Budget - Year 3			
		Project Sub-Award Budgets			
Supportive Services	Respondent	Sub-Awardee 1*	Sub-Awardee 2*	Sub-Awardee 3*	Sub-Awardee 4*
Childcare					
Education Services					
Employment assistance and job training					
Food					
Housing Search and Counseling Services					
Legal Services					
Mental Health Services					
Outpatient Health Services					
Outreach Services					
Substance Abuse Treatment Services					
Transportation					
Case Management					
Mediation					
Credit Repair					
Services for Seppcial Populations					
Financial Assistance Costs					
Short Term/Medium Term Assistance for Rent					
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

Total Annual Supportive Service Costs	\$ -	Max Admin Request
Administrative Costs **		\$ -
Total Annual Request	\$ -	

*Please enter the name of the organizations(s) that will receive a sub-award. If the organization is not yet identified, enter "TBD."

**Enter an amount up to the Maximum Admin Request in Cell G26. If the amount entered is more than the maximum allowable amount, you will get an error

For the respondent and each subrecipient, please briefly describe how the budget was calculated (e.g., 2 FTE Case Managers at \$XX, 100 bus passes at \$XX)

Respondent

Sub-Awardee #1

Sub-Awardee #2

Sub-Awardee #3

Sub-Awardee #4

Attachment G: Sample Award Agreement

HOME-ARP SUPPORTIVE SERVICES AGREEMENT

[Insert Name of Subrecipient]

[Type of service]

THIS AGREEMENT, made and entered into as of [redacted], 2026, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City") and [redacted] [Insert name of subrecipient], a [state and entity type] ("Subrecipient") (collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the United States Department of Housing and Urban Development ("HUD") HOME Investment Partnerships Program ("HOME"), authorized pursuant to Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. Section 12705 et. seq.), as amended (the "Act"), provides the City with HOME American Rescue Plan ("HOME-ARP") grant funds appropriated under Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) to provide homelessness assistance and supportive services to qualifying populations; and

WHEREAS, on February 14, 2022, the City Council adopted the HOME-ARP Allocation Plan, as amended from time to time (the "HOME-ARP Allocation Plan"); and

WHEREAS, Subrecipient provides certain services through projects, including the project described in Exhibit "A" ("Program Objectives, Scope of Services & Quantitative Goals"), attached hereto and made a part hereof; and

WHEREAS, Subrecipient has requested financial assistance from HOME-ARP funds in order to conduct the supportive services project described in Exhibit "A" for residents of the City during the grant period commencing [insert the date] and ending [insert the date] (the "Grant Period").

NOW, THEREFORE, the Parties hereby agree as follows:

1. **FINANCIAL ASSISTANCE.** City will allocate to Subrecipient the sum of [Insert amount in words and numbers] (the "Subaward") for exclusive use by Subrecipient during the Grant Period commencing [insert the date], and ending [insert the date], solely for the purposes described in Paragraph 3.

Notwithstanding anything to the contrary in this Agreement, the City's obligation to disburse funds under this Agreement is subject to and contingent upon the City's receipt of funds from, and/or appropriation of funds by the federal government. Subrecipient acknowledges and agrees (i) the conditions applicable to HOME-ARP funds may be modified at any time by the federal government which may affect or cause discontinuance of such funding; (iii) the payment of any work/services thereafter is contingent on the continued availability of such funding.

2. FEDERAL AWARD IDENTIFICATION. In accordance with Title 2 CFR (Code of Federal Regulations) Section 200.332 (Requirements for Pass-Through Entities), the following notification is to designate the use of federal funds in this Subaward:

i. Subrecipient name	[insert name]
ii. Subrecipient's Unique Entity Identifier (Sub recipient UEI number)	[insert UEI number]
iii. Federal Award Identification Number (FAIN)	M-21-MP-06-0235 (HOME-ARP)
iv. Federal Award Date	September 20, 2021
v. Subaward Period of Performance	[insert start and end date]
vi. Total Amount of Federal Funds obligated to the Subrecipient by the pass-through entity	[Insert amount in words and numbers]
vii. Name of Federal awarding agency, pass-through entity, and contact information for awarding official	U.S. Department of Housing & Urban Development
viii. Assistance Listing Number and Title	14.239, HOME Investment Partnerships Program

3. USE OF FUNDS. Subrecipient will use the funds provided pursuant to Paragraph 1 solely for the program objectives described in Exhibit "A" and more particularly described in Exhibit "B" ("Project Budget"), attached hereto and by this reference incorporated herein.

4. CHANGES TO PROJECT. No changes in the project activities described in this Agreement which is funded by the Subaward will be made without the prior written consent of City.

5. PAYMENTS.

a. Program Income. Subrecipient will report all program income (as defined at 24 CFR Section 92.2 ("Program Income") generated by activities carried out with HOME-ARP funds made available under this Agreement. The use of Program Income by Subrecipient will comply with the requirements set forth at 24 CFR 92.503. All Program Income, in accordance with Section 14 of this Agreement, will be returned to City at the end of the Grant Period or upon the earlier termination of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not Program Income and will be remitted promptly to City.

b. Payment Procedures. Subrecipient will keep detailed and accurate records of all expenditures made and expenses incurred which are funded under this Agreement. Payments of funds allocated pursuant to Paragraph 1 will be made to Subrecipient on a reimbursement basis as follows: (i) Subrecipient will submit requests for payment electronically to the website specified by the City on a quarterly basis, by the 15th day of the months October, January, April and the 8th day of July; (ii) all requests for payment will be accompanied by copies of original receipts or other proofs of expenditures, and will disclose monthly amounts of Program Income, if any, generated by user fees or any other means; (iii) any Program Income, if applicable, will be expended by Subrecipient prior to requesting reimbursements and subtracted from corresponding requests for payment; and (iv) the final payment request must be submitted and received by City no later than [insert date].

6. STANDARD OF SERVICE. Subrecipient warrants to City that it will use and account for all funds provided hereunder strictly in accordance with standards governing the use of, and accountability for, funds held and disbursed in trust. The project will conform to the highest standards provided for projects of similar or like nature in the San Francisco Bay Area, as determined by City's Housing Leadership Manager. Subrecipient will be responsible for, and hold City harmless from, any failure to adhere to such standards. Subrecipient will verify that all activities funded hereunder benefit only residents within City's corporate limits.

7. QUARTERLY REPORTS. Subrecipient will submit quarterly progress reports to City describing the activities funded under this Agreement to document Subrecipient's success in meeting the program objectives referenced in Exhibit A. The reports will be submitted electronically to the website specified by the City on a quarterly basis by the 15th day of the month. The final report will be submitted no later than [insert date]. If Subrecipient fails to submit such quarterly reports on a timely basis, City may withhold payment of funds hereunder until all such delinquent reports have been submitted. The reports will include the total number of direct beneficiaries of the project with demographic information regarding income, household composition, race, ethnicity, age and other data as required by City or HUD.

8. FINANCIAL STATEMENT/ANALYSIS; INDEPENDENT AUDIT. All Subrecipient records with respect to any matters covered by this Agreement will be made available to City and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient will provide City with any audits required by the Office of Management and Budget's ("OMB") "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 CFR Part 200. Annual audits will be submitted to City no later than December 31 of each year.

9. CITY AUDIT; MONITORING. City may audit the records and accounts of Subrecipient for the purpose of verifying expenditures by Subrecipient of funds provided by City pursuant to this Agreement or verifying statements or analyses made or provided by Subrecipient under this Agreement. Subrecipient will promptly respond to, and comply with, any audit exception made or taken by City or appropriate federal agencies relating to Subrecipient's performance or failure to perform under this Agreement. Subrecipient will, upon demand by City, pay City the full amount owing to City or to the United States Government as a result of any such audit exception.

City will monitor Subrecipient's project and expenditures made pursuant to this Agreement quarterly to verify Subrecipient's compliance with this Agreement and local and federal law requirements. Subrecipient will cooperate with City and provide all documents and information requested by City in a timely and accurate fashion.

10. DOCUMENTATION AND RECORD-KEEPING.

a. Records to be Maintained. The Subrecipient will maintain all records required by the federal regulations specified in 24 CFR Section 92.508(c), and that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to: (i) Records providing a full description of each activity undertaken; (ii) Records required to determine the eligibility of activities; (iii) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME-ARP assistance, as applicable; (iv) Records documenting compliance with the fair housing and equal opportunity component of the HOME Program; (v) Financial records as required by 24 CFR Section 92.508, and 2 CFR Part 200; or (vi) Other records necessary to document compliance with Subpart H of 24 CFR Part 92.

b. Retention. The Subrecipient will retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records of individual tenant income verifications,

rents, tenant leases, financial assistance agreements, property inspections, and rent reasonableness/fair market rent analysis must be retained for the most recent five (5) year period, until five years after the households rent assistance ends. Records for non-expendable property acquired with Funds under this Agreement will be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Subrecipient will retain records for a longer period of time if required by 24 CFR Section 92.508(c).

c. Client Data. The Subrecipient will maintain client data demonstrating client eligibility for the supportive services provided. Such data will include, but not be limited to, client name, address, which HOME-ARP Qualified Population household falls under, income level or other basis for determining eligibility, and description of service provided. Such information will be made available to City's monitors or their designees for review upon request including during audits per Paragraph 9 of this Agreement.

d. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the laws of the State of California, unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent or guardian.

11. ACCESS TO RECORDS. Subrecipient will furnish and cause each of its own subrecipients and/or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

12. NONCOMPLIANCE BY SUBRECIPIENT. If Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of this Agreement, City may impose additional conditions, as described in 2 CFR Section 200.208. If City determines that noncompliance cannot be remedied by imposing additional conditions, City may take one or more of the following actions, as described in 2 CFR Section 200.339, as appropriate in the circumstances:

a. Temporarily withhold cash payments pending correction of the deficiency by Subrecipient or more severe enforcement action by City;

- b. Deny both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate this Agreement and the Subaward;
- d. Recommend that HUD initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and HUD regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency);
- e. Withhold further awards for the project or program; or
- f. Take other remedies that may be legally available.

13. TERMINATION.

- a. In accordance with 2 CFR Section 200.340 and Section 200.341, City may suspend or terminate this Agreement if Subrecipient materially fails to comply with any term of this Agreement or the terms and conditions of the Subaward provided hereunder by providing written notice to Subrecipient, which will state that the termination decision may be considered in evaluating future applications received from Subrecipient.
- b. In accordance with 2 CFR Section 200.340 and Section 200.341, City may terminate this Agreement for cause by providing written notice to Subrecipient.
- c. In accordance with 2 CFR Section 200.340, City may terminate this Agreement for convenience with the consent of Subrecipient after both parties have agreed upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- d. In accordance with 2 CFR Section 200.340, Subrecipient may terminate this Agreement upon sending City written notification setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated; provided, however, if City determines in the case of partial termination that the reduced or modified portion of the Subaward provided hereunder will not accomplish the purposes for which the Subaward was made, City may terminate this Agreement and the Subaward in its entirety.
- e. In the event the HOME-ARP funds become unavailable and/or appropriations are not forthcoming, City may terminate the Agreement by providing written notice to Subrecipient specifying the effective date of the termination. In the event of such termination and subject to availability of funds, Subrecipient shall be entitled to receive payment for work/services actually completed prior to the effective date of termination. However, City will not have any obligation to fund the work or services through any other source of funds.

f. Upon full or partial termination, Subrecipient shall remain responsible for compliance with the requirements in Paragraph 37.

14. REVERSION OF ASSETS. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Sections 200.311 and 313, 24 CFR Sections 92.503, 92.504, and 92.505 as applicable, which include but are not limited to the following:

a. Upon the expiration or earlier termination of this Agreement, Subrecipient will return to City any HOME-ARP funds on hand at such time and any accounts receivable attributable to the use of HOME-ARP funds.

b. Upon the expiration or earlier termination of this Agreement, any real property under Subrecipient's control that was acquired or improved in whole or in part with HOME-ARP funds (including HOME-ARP funds provided to Subrecipient in the form of a loan) in excess of \$25,000 be either: (i) Used to meet one of the objectives identified in the HOME-ARP Notice CPD 2021-10 until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or (ii) When not used in accordance with Subsection 14(B)(i) above, Subrecipient will pay City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-HOME-ARP funds for the acquisition of, or improvement to, the property. No payment is required after the period specified in Subsection 14(B)(i) has expired.

15. SUBRECIPIENT'S STATUS. In the performance of the obligations set forth in this Agreement, Subrecipient will have the status of an independent contractor and will not be deemed to be an employee, agent or officer of City.

16. SUBCONTRACTING. Subrecipient will not subcontract any portion of the project without prior written approval of City. If Subrecipient subcontracts any portion of the project, Subrecipient will be fully responsible to City for the acts and omissions of Subrecipient's subcontractor and of the persons either directly or indirectly employed by Subrecipient. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Subrecipient and City. Subrecipient will be responsible for payment of subcontractors. Subrecipient will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to the work of Subrecipient's subcontractor including but not limited to the indemnification obligations hereunder, and the insurance requirements outlined in Exhibit "C" including all sub-sections thereunder [Delete highlighted text if no subcontractors] unless specifically noted to the contrary in the subcontract and approved in writing by City.

17. HOLD HARMLESS. Subrecipient will defend, indemnify and hold harmless City, its Council, officers, boards, commissions, agents and employees (collectively, "Indemnitees") against and from any and all claims, suits or actions of every name, kind and description ("Claims"), which may be brought against Indemnitees, or any of them,

by reason of any injury to, or death of, any person (including corporations, partnerships, and associations) or damage suffered or sustained by any such person or property damage (including loss of use thereof) arising from, or alleged to have arisen from, any act or omission to act, negligent or otherwise, of Subrecipient, its officers, agents or employees under this Agreement. Subrecipient will bear all losses, costs, damages, expense and liability of every kind, nature and description, including attorney's fees, experts fees, court costs and disbursements, that arise out of, pertain to, or relate to such Claims, whether directly or indirectly.

The duty of Subrecipient to defend, indemnify and hold harmless, as set forth herein, will include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein will be construed to require Subrecipient to indemnify Indemnitees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

This Paragraph 17 will survive the termination of this Agreement.

18. INSURANCE. Subrecipient shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services and or project by Subrecipient or Subrecipient's officers, agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-VII".

a. **Coverages and Limits.** Subrecipient, at its sole expense, shall maintain the types of coverages and minimum limits indicated below. These minimum amounts of coverage will not constitute any limitations or cap on Subrecipient's indemnification obligations under this Agreement.

i. **Commercial General Liability Insurance.** Subrecipient shall maintain occurrence based coverage with limits not less than \$1,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, it's Council, officers, boards, commissions, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

ii. **Business Automobile Liability Insurance.** Subrecipient shall maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.

iii. **Workers' Compensation and Employer's Liability Insurance.** Subrecipient shall maintain coverage as required by the California Labor

Code and Employer's Liability limits with limits not less than \$1,000,000 per each accident for bodily injury or disease. The Worker's Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the City, its Council, officers, boards, commissions, agents, employees, and volunteers. The Workers' Compensation and Employer's Liability Insurance will not be required if Subrecipient has no employees and provides, to the City's satisfaction, a declaration stating this. **[If this does not apply, delete this text and remove Exhibit D]** Such declaration is attached hereto as Exhibit "D".

iv. **[Add as needed]** Professional Liability Insurance. Subrecipient shall maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

v.

b. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Subrecipient providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

c. Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Subrecipient shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event shall Subrecipient commence any work or provide any services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

d. Failure to Maintain Coverage. If Subrecipient fails to comply with these insurance requirements, then City will have the option to declare Subrecipient in breach.

e. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

19. GENERAL COMPLIANCE WITH LAWS. Subrecipient will keep fully informed of federal, state and local laws and ordinances and HOME-ARP requirements (attached as Exhibit "E") which in any manner affect those employed by Subrecipient, or in any way affect the project by Subrecipient.

20. COMPLIANCE WITH HOME REGULATIONS; UNIFORM ADMINISTRATIVE REQUIREMENTS. Subrecipient will comply with the requirements and standards of the HOME Regulations (24 CFR Part 92) including HOME-ARP requirements outlined in **Exhibit E** and all federal regulations and policies issued pursuant to these Regulations including the HOME-ARP Notice CPD-21-10 as amended. Subrecipient will also comply with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements

for Federal Awards,” codified at 2 CFR Part 200, as described by 24 CFR Section 92.505, and all other federal, state, and local laws, regulations and requirements, as applicable. Without limiting the generality of the foregoing, Subrecipient will carry out each activity in compliance with all federal laws and regulations described in Subpart H of 24 CFR Part 92, except that: (i) Subrecipient does not assume City’s environmental responsibilities described at 24 CFR Section 92.352; and (ii) Subrecipient does not assume City’s responsibility for initiating the review process under the provisions of 24 CFR Part 52.

21. .

22. CONFLICT OF INTEREST. Subrecipient will abide by the provisions of 24 CFR 92.356, including but not limited to the conflicts of interest exception process defined in 24 CFR 92.356(d)-(e). This will include (but are not limited to) the following:

a. Subrecipient shall maintain a written code or standards of conduct covering the conflicts of interest and organizational conflicts of interest requirements under the HOME-ARP Notice CPD 2021-10 and 2 CFR 200.318 that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

b. No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise any function or responsibility with respect to this Agreement or Subrecipient’s project during his or her tenure, or for one year thereafter, will have any interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof. For purposes of this paragraph, covered persons includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City or Subrecipient. Subrecipient will incorporate in all subcontracts hereunder a provision prohibiting such interest.

23. LOBBYING PROHIBITED. Funds provided under this Agreement will not be used by Subrecipient for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local government.

24. INHERENTLY RELIGIOUS ACTIVITY PROHIBITED. There will be no religious worship, instruction, or proselytizing as part of the project or services funded under this Agreement as prohibited by 24 CFR 5.109(d)(1) and 24 CFR 5.109(e).

The following restrictions and limitations will apply to the services rendered or work performed by Subrecipient in connection with the terms of this Agreement:

a) Subrecipient will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and

- b) Subrecipient will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence related to the project.

25. COMPLIANCE WITH CALIFORNIA LABOR LAWS AND FEDERAL REQUIREMENTS. Subrecipient will comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 40 U.S.C. 3145, and the requirements of the U.S. Department of Labor at 29 CFR Part 3, as applicable.

A paragraph will be incorporated in every agreement between Subrecipient and third parties in connection to the project stating that the third party must comply with California Labor Laws and applicable federal requirements. Subrecipient will maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation will be made available to the City for review upon request.

26. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. Subrecipient will comply with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, as that section may be amended from time to time, and all applicable rules and orders of the U.S. Department of Housing and Urban Development. Subrecipient will, to the greatest extent feasible, prioritize making available opportunities for training and employment under this contract to low- and very low-income residents of Redwood City.

Subrecipient will include language specifying required compliance with Section 3 of the Housing and Urban Development Act of 1968 in all subcontracts executed under this Agreement.

Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

27. LEAD-BASED PAINT. The use of lead-based paint is prohibited. In the event lead-based paint is found on residential property, appropriate abatement procedures may be required by City. Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR Part 35, Subparts A, B, J, K, M, and R apply to HOME-ARP-assisted activities.

28.

29. WOMEN AND MINORITY-OWNED BUSINESSES: As and to the extent permitted by applicable law, Subrecipient will use its best efforts to afford small businesses, minority

businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms the consideration required under 24 CFR § 200.321 in relation to this Agreement.

30. NOTICES. The persons who are authorized to give written notices or to receive written notice on behalf of the City and on behalf of the Subrecipient under this Agreement are as follows:

For City:	CITY MANAGER	HOUSING LEADERSHIP MANAGER
	City of Redwood City	City of Redwood City
	1017 Middlefield Road	1017 Middlefield Road
	Redwood City, CA 94063	Redwood City, CA 94063
	(650) 780-7000	(650) 780-7299

For Subrecipient: **[INSERT TITLE OF CONTACT PERSON AND ADDRESS
AND PHONE NUMBER]**

31. JURISDICTIONS AND VENUE. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

32. SUCCESSORS AND ASSIGNS. It is mutually understood and agreed that this Agreement will be binding upon City and Subrecipient and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Subrecipient without the prior consent of City, which will not be unreasonably withheld.

33. AUTHORITY. The individuals executing this Agreement and the instruments referenced in it on behalf of Subrecipient each represent and warrant that they have the legal power, right and actual authority to bind Subrecipient to the terms and conditions of this Agreement.

34. ENTIRE AGREEMENT. This Agreement, together with any other written document referred to or contemplated by it, embody the entire Agreement and understanding between the Parties relating to the subject matter of it. Neither this Agreement nor any of its provisions may be amended, modified, waived, or discharged except in a writing signed by both Parties. City reserves the right to add additional restrictions, limitations, or conditions imposed by the federal government in the future that may affect the terms and conditions of this Agreement.

35. PARAGRAPH HEADINGS. Paragraph headings and sub-paragraph headings as used herein are for convenience only and will not be deemed to alter or modify the provisions of the paragraphs or sub-paragraphs headed thereby.

36. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

37. WAIVER. City's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

38. CLOSE-OUTS. Subrecipient's obligation to City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over HOME-ARP funds, including program income.

39. ELECTRONIC SIGNATURES. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF REDWOOD CITY, a charter city
and municipal corporation of the State of
California

By _____
Patrick Heisinger, City Manager

ATTEST:

Yessika Castro, City Clerk

[Insert name of Subrecipient]

By: _____

Title: _____

EXHIBIT “A”
Program Objectives, Scope of Services & Quantitative Goals
[Sample]

Subrecipient Information	
Subrecipient Name:	[Insert Name]
Address:	[Insert Address]
City, State, ZIP:	
Project Name:	
Program Objectives Project will address Redwood City’s HOME-ARP Allocation Plan priorities and goals as follows: [SELECT QUALIFYING POPULATION PROJECT WILL SERVE] HOME-ARP funds must be used to primarily benefit individuals or families from the following qualifying populations: Qualifying Population 1 – Homeless: as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)); Qualifying Population 2 – At-risk of homelessness: as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)); Qualifying Population 3 – Domestic Violence/Sexual Assault/Trafficking Survivors: Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary; Qualifying Population 4 – Other Populations: Other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family’s homelessness or would serve those with the greatest risk of housing instability; - Veterans and families that include a veteran family member that meet one of the preceding criteria.	
Scope of Services Description of Services to be Provided: Subrecipient will provide supportive services eligible under [Select One: McKinney-Vento Supportive Services, Homelessness Prevention Services, and/or Housing Counseling Services] as defined by HUD’s HOME-ARP Notice CPD 2021-10 issued September 13, 2021, as such may be amended. [SELECT ONE]	

- **McKinney-Vento Supportive Services:** are adapted from the services listed in section 401(29) of McKinney Vento.
- **Homelessness Prevention Services:** adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106, and are revised, supplemented, and streamlined in Section VI.D.4.c.i of the HOME-ARP CPD Notice 2021-10.
- **Housing Counseling Services:** are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.111, respectively, except where otherwise noted. The requirements at 24 CFR 5.111 state that any housing counseling, as defined in 24 CFR 5.100, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x. HUD-approved Housing Counseling Agencies can be found on HUD's website at:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/sfh/hcc.

Project Activities:

E.g., The project will serve 30 Redwood City persons through supportive services:

- *housing navigation*
- *security deposit assist*
- *medium-term financial assistance for rent (more than 3 months but not more than 24 months)*

Primary Quantitative Goals:

E.g., The HOME-ARP supportive services will serve 30 Redwood City Persons.

NOTE: Performance will be measured by program objectives and quantitative goals. The Grant Period begins *[insert date]* and concludes *[insert date]*.

EXHIBIT “B”
Program Budget
[Sample]

Project Budget			
Agency Name:			
Address:			
City, State, ZIP:			
Project Name:			
Budget Line Item	Redwood City	Other Funding	Program Total
Labor			
FH Staff Attorney/s			
FH Director			
Program Director			
Taxes/Benefits			
Operations/Maintenance			
Occupancy			
Communications			
Travel			
Testers			
Indirect cost at X%			
TOTAL			

NOTE: The Grant Period begins [insert date] and concludes [insert date].

Exhibit “C”

SUBCONTRACTOR INSURANCE REQUIREMENTS

Subrecipient’s subcontractor (“Subcontractor”) shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services and or project by Subcontractor or its officers, agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than “A-:VII”.

- a. Coverages and Limits. Subcontractor, at its sole expense, shall maintain the types of coverages and minimum limits indicated below. These minimum amounts of coverage will not constitute any limitations or cap on Subcontractor’s indemnification obligations under this Agreement.
 - i. Commercial General Liability Insurance. Subcontractor shall maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, \$4,000,000 products and completed operations aggregate. If the submitted policies contain aggregate limits, such limits will apply separately to the services, project, or location that is the subject of this Agreement or the general aggregate will be doubled. The Commercial General Liability insurance policy shall be endorsed to name the Subrecipient, the City, its Council, officers, boards, commissions, agents, employees and volunteers as additional insureds, and to state and be endorsed that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the Subrecipient or the City. Coverage shall allow and be endorsed to include a waiver of subrogation in favor of the Subrecipient, City, its Council, officers, boards, commissions, agents, employees and volunteers.
 - ii. Business Automobile Liability Insurance. Subcontractor shall maintain coverage with limits not less than \$2,000,000 per each accident and in the aggregate for owned, hired and non-owned automobiles. The policy shall allow and be endorsed to include a waiver of subrogation in favor of the Subrecipient, the City, its officers, officials, agents, employees and volunteers.
 - iii. Workers’ Compensation and Employer’s Liability Insurance. Subcontractor shall maintain coverage as required by the California Labor Code and Employer’s Liability limits with limits not less than \$1,000,000 per each accident for bodily injury or disease. The Worker’s Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the Subrecipient, the City, its Council, officers, boards, commissions, agents, employees, and volunteers. The Workers’ Compensation and Employer’s Liability

Insurance will not be required if Subcontractor has no employees and provides, to the City's satisfaction, a written declaration stating this.

- iv. Professional Liability Insurance. For design or engineering services or work provided hereunder, Subcontractor shall maintain insurance coverage that insures against professional errors and omissions that may be made in performing professional services with limits not less than \$1,000,000 per claim and in the aggregate. Professional Liability may be written as claims-made coverage. Any policy inception date, continuity date, or retroactive date must be before the effective date of the start of work, and Vendor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the work.
- b. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Subcontractor providing thirty (30) days prior written notice to Subrecipient and City sent pursuant to the Notice provisions of this Agreement.
- c. Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Subcontractor shall provide to Subrecipient certificates of insurance and above-referenced endorsements sufficient to and in accordance with this Agreement. In no event shall Subcontractor commence any work or provide any services under this Agreement until certificates of insurance and endorsements have been accepted by Subrecipient.
- d. Failure to Maintain Coverage. If Subcontractor fails to comply with these insurance requirements, then Subrecipient will have the option to declare Subcontractor in breach.
- e. Subrecipient reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

EXHIBIT "D"
Declaration
[Sample]

[please review and confirm statement, and remove this highlight before submitting to the City]

**DECLARATION REGARDING WORKERS' COMPENSATION INSURANCE AND
EMPLOYER'S LIABILITY INSURANCE**

Subrecipient certifies that it has only one employee, that such employee is a director of the firm and that such employee has elected not to be covered by workers' compensation insurance in accordance with an exception to the requirement of workers' compensation insurance coverage as provided for under Section 3351 (c) of the California Labor Code. Subrecipient agrees to purchase workers' compensation insurance if it retains any additional employees during the term of this Agreement. Being that the Subrecipient does not have any employees that are not owners of the firm, Subrecipient does not carry Employer's Liability Insurance.

Subrecipient: _____

Printed Name: _____

Title: _____

EXHIBIT “E”

HOME-ARP Supportive Services Program Requirements

Subrecipient agrees to comply with requirements of recipients of the City’s HOME-ARP funding set forth in HUD Notice CPD-21-10 (“CPD Notice”), as summarized below, with respect to a Supportive Services project as applicable. The absence of mention of any applicable requirements in the summary provided below does not relieve Subrecipient of responsibility to comply with all HOME-ARP requirements that apply Subrecipient a result of receiving City HOME-ARP Funds for the project.

I. ELIGIBLE PROJECT COSTS

HOME-ARP funds may only be used to provide supportive services (as defined in Section VI.D of the CPD Notice) to individuals and families who meet the definition of a qualifying population under Section IV.A of the CPD Notice and who are not already receiving these services through another program.

The eligible categories of HOME-ARP Supportive services are defined as:

- **McKinney-Vento Supportive Services:** are adapted from the services listed in section 401(29) of McKinney Vento.
- **Homelessness Prevention Services:** adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106, and are revised, supplemented, and streamlined in Section VI.D.4.c.i of the HOME-ARP CPD Notice 2021-10.
- **Housing Counseling Services:** are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.111, respectively, except where otherwise noted. The requirements at 24 CFR 5.111 state that any housing counseling, as defined in 24 CFR 5.100, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x. HUD-approved Housing Counseling Agencies can be found on HUD’s website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/sfh/hcc.

The City authorizes the Subrecipient to provide supportive services under: McKinney-Vento Supportive Services, Homelessness Prevention Services, Housing Counseling Services, or some combination thereof.

II. FINANCIAL ASSISTANCE AGREEMENTS [if applicable]

Subrecipient may only provide rental assistance if there is an executed financial assistance agreement with the City, household, and Owner/Property. The financial assistance agreement must set forth the terms under which rental payments will be provided, including the requirements that apply under this Notice. The financial assistance agreement must provide that, during the term of the agreement, the owner must give the

PJ a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the program participant. The owner must serve written notice upon the program participant at least 30 days before termination of tenancy specifying the grounds for the action. Each financial assistance agreement that is executed or renewed must comply with the requirements in 24 CFR 92.209(e) and 24 CFR 92.359.

III. FAIR MARKET RENT AND RENT REASONABLENESS [if applicable]

Short- and medium-term rental assistance are eligible under HOME-ARP if the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR 52 part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.

IV. MINIMUM HABITABILITY STANDARDS

Subrecipients are responsible for ensuring that households receiving HOME-ARP rental assistance to move into new housing or to remain housed and prevent homelessness must occupy units that meet the minimum habitability standards established under 24 CFR 576.403 prior to providing supportive services assistance. Subrecipients must retain documentation of all required inspections for the required record retention period.

V. AFFIRMATIVE MARKETING

1. Subrecipient shall comply with the affirmative marketing requirements set forth in 24 CFR 92.351. These requirements will also be applicable if Subrecipient's supportive services program is targeted specific HOME-ARP qualifying populations limited/preferred tenant eligibility for the program.

VI. COMPLIANCE WITH ENVIRONMENTAL REVIEW PROCEDURES

1. Subrecipient shall comply with the environmental review (ER) procedures of the National Environmental Protection Act (NEPA), set forth at [24 CFR part 58](#).
2. The ER will be undertaken by the City to determine any environmental impacts.
3. In no case will funds be disbursed to Subrecipient for the Project until the ER has been completed to the satisfaction of the City and HUD.
4. Subrecipient acknowledges that until the project is determined by the City and HUD to meet NEPA requirements, Subrecipient shall take no action which would create an adverse environmental impact or limit the choice of reasonable alternatives.
5. Subrecipient shall not proceed with undertaking any work or activities prior to obtaining the NEPA clearance, except in accordance with 24 CFR 58.22 (d)Subrecipient.
6. Should the NEPA process not be completed prior to execution of the Agreement, notwithstanding any provision of the Agreement to the contrary, the parties hereto agree and acknowledge that the Agreement does not constitute a commitment of

funds or site approval, and that any such commitment of funds or site approval may occur only after satisfactory completion of environmental review and receipt by the City of a release of funds from HUD, as the case may be.

7. The parties further agree that the provision of any funds to the project is conditioned on the City's absolute right to proceed with, modify or cancel the project based on the results of a subsequent environmental review, as necessary. Prior to the environmental clearance, Subrecipient shall not undertake any physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction. Violation of this provision may result in the denial of any funds under the Agreement.
8. Should the ER establish conditions of approval for funding, Subrecipient shall comply with these conditions. The City may require a separate written assurance regarding Subrecipient compliance with these conditions.

VII. ADDITIONAL FEDERAL REQUIREMENTS

In general, other Federal requirements apply to recipients of HOME funding pursuant to 24 CFR Part 5, Subpart A as follows:

1. **Disclosure and Income Verification.** Subrecipient shall comply with the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1) when determining income eligibility for qualifying populations or HOME-ARP eligible activities, as applicable. Subrecipient shall comply with federal guidelines for disclosure of Social Security Numbers and Employment Identification Numbers and for verification of tenant income which are set forth in 24 CFR Section 5.216-218.
2. **Pet Ownership for the Elderly and People with Disabilities.** As applicable, Subrecipient shall comply with federal policies concerning pet ownership for the elderly and people with disabilities set forth in 24 CFR Part 5, Subpart C.
3. **Non-Discrimination and Equal Opportunity.** Subrecipient shall comply with the following federal laws, regulations, and Executive Orders governing nondiscrimination and equal opportunity set forth at 24 CFR 5.105 and summarized below:
 - a. As provided in 24 CFR 5.105(a)(2), a determination of eligibility for housing that is assisted by HOME-ARP funds shall be made in accordance with the eligibility requirements provided for such program, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. As more fully provided in 24 CFR 5.106, Subrecipient shall provide equal access to housing in accordance with gender identity of an individual and provide equal access to the individual's family. The individual shall be placed, served and accommodated in accordance with their gender identity, and shall not be subject to intrusive questions.

- b. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, including community development funds, on the grounds of race, color, or national origin.
 - c. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended by the Fair Housing Amendments Act of 1988 (Public Law 100-430) which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. In accordance with the Fair Housing Act, all activities and programs related to housing and community development shall be administered in a manner to affirmatively further fair housing within Constitutional limits.
 - d. Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations in 24 CFR part 107, which prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned by or operated by the federal government or provided with federal funds.
 - e. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and all HUD regulations issued pursuant to that Section, which provides that no person in the United States will, on the basis of race, color, national original, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity funded in whole or in part with funds made available pursuant to the Act.
 - f. Section 109 of the Housing and Community Development Act, which further requires in the provision of any activity funded in whole or part with funds made available pursuant to the Act compliance with the prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 and implementing regulations at 24 CFR Part 146. \
 - g. Section 109 of the Housing and Community Development Act which further requires in the provision of activities funded in whole or in part pursuant to the Act compliance with the prohibition against discrimination with respect to an otherwise qualified handicapped person, under Section 504 of the Rehabilitation Act of 1973 and implementing regulations under 24 CFR Part 8.
4. **Violence Against Women Act.** Subrecipient shall comply with the Violence Against Women Act under 24 CFR 92.359.
5. **Right to Report from One's Home.** Subrecipient shall not impose any penalty as outline in 34 US code §12495(b)(2) on an applicant or a program participant because of their request for emergency services

6. **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds and requirements under Section 104(d) of Housing and Community Development Act of 1974 in the case of displaced persons choosing to receive assistance under Section 104(d) of the Housing and Community Development Act rather than the URA. Subrecipient will provide relocation assistance to displaced persons as defined by 24 CFR 92.353(c)(1) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HOME-ARP assisted project. Subrecipient will comply with applicable City's Tenant Protection Ordinance (Redwood City Code Chapter 42) and its implementing regulations, City resolutions and policies, as applicable and other applicable State law concerning the displacement of persons from their residences
7. **Davis-Bacon Act**, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with Federal funds shall be paid prevailing wages of the locality as determined by the Secretary of Labor. Subrecipient is directed to <https://www.dol.gov/agencies/whd/government-contracts/construction> for compliance information, including the applicable Wage Determination.
8. **Contract Work Hours and Safety Standards Act**, which applies to all construction contracts that exceed \$2,000 and in all other contracts **involving** the employment of mechanics or laborers that exceed \$2,500. The provision requires compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-330) as supplemented by Department of Labor Regulations at 29 CFR Part 5. The Contract Work Hours and Safety Standards Act requires contractors 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.
9. **Conflict of Interest**. Any of the activities defined in the Notice CPD 21-10 shall be subject to the conflicts of interest provisions at 24 CFR 92.356, including but not limited to the conflicts of interest exception process defined in 24 CFR 92.356(d)-(e). No members, officers, or employees or agents of City, no member of the City's City Council, and no other public official who exercises any function or responsibility with respect to this Program during his/her tenure, or for one year thereafter, shall have any financial interest in any contract, subcontract, or agreement with respect to a HOME-ARP activity, or with respect to the proceeds

of the HOME-ARP-assisted activity, either for themselves or those with whom they have business or immediate family ties.

During his/her tenure, and for one year thereafter, no member, officer, board member or employee or agent of Subrecipient who exercises any function or responsibility with respect to Subrecipient's performance hereunder, shall have any personal financial interest, direct or indirect, in any real property or improvements receiving a direct benefit from the Program. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the subrecipient selected for funding.

The provision of any type or amount of HOME-ARP supportive services may not be conditioned on an individual's or family's acceptance or occupancy of a shelter or housing unit owned by the subrecipient; or a parent, affiliate, or subsidiary of the subrecipient. No subrecipient may, with respect to individuals or families occupying housing owned by the subrecipient, or any parent, affiliate, or subsidiary of the subrecipient, administer financial assistance that includes rental payments, utility deposits, security deposits, or first and last month's rent provided pursuant to this Notice.

Subrecipient shall not contract with any third party or subcontractor that will cause a violation of the preceding paragraph. Subrecipient shall incorporate the above provision into all contracts awarded in connection with the Agreement.

8. **Drug-Free Workplace.** Subrecipient shall adopt and follow policies and procedures to maintain a drug-free workplace in compliance with the federal Drug-free Workplace Act of 1988.
9. **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 24 CFR part 35, subparts A, B J, K, and R, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance and requires specific notification, evaluation, and reduction of lead-based paint hazards in housing assisted with HOME-ARP funding.
10. **Debarment, Suspension, or Ineligibility** under the Housing & Community Development Act of 1974, 24 CFR Part 5. Assistance provided under the Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Subrecipient or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Subrecipients, as well as subcontractors of Subrecipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs." Inclusion in

the aforementioned List during the Period of Affordability of the Agreement would constitute grounds for contract termination. See the "Excluded Parties Listing System" at <https://sam.gov/SAM/> for a complete compilation of suspended and debarred individuals and organizations.

11. **Section 3** of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u and implementing regulations at **24 CFR Part 75**. Subrecipient shall, in the planning and carrying out of the project, to the greatest extent feasible, give opportunities for training and employment to eligible Section 3 Workers as defined in 24 CFR Section 75.5 and shall give priority to Targeted Section 3 Workers as defined in 24 CFR Section 75.21. In addition, contracts for work in connection with the project shall to the greatest extent feasible be awarded to eligible Section 3 Business Concerns as defined in 24 CFR 75.5, with priority to those that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project, and YouthBuild programs. All construction and rehab projects receiving \$200,000 or more of CDBG or HOME financial assistance shall comply with Section 3, and Section 3 shall apply to the entire project. Subrecipients must maintain appropriate documentation of their efforts to comply with Section 3 requirements.
12. **Minority Outreach.** Subrecipient shall take steps to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts and subcontracts entered into for the development and management of the project, as provided in 24 CFR Section 92.351(b).
13. **Compliance with HOME Regulations; Uniform Administrative Requirements.** Subrecipient will comply with the requirements and standards of the HOME Regulations (24 CFR Part 92) including HOME requirements described herein and all federal regulations and policies issued pursuant to these Regulations. Subrecipient will also comply with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 CFR Part 200, as described by 24 CFR Section 92.505, and all other federal, state, and local laws, regulations and requirements, as applicable. Without limiting the generality of the foregoing, Subrecipient will carry out each activity in compliance with all federal laws and regulations described in Subpart H of 24 CFR Part 92, except that: (i) Subrecipient does not assume City's environmental responsibilities described at 24 CFR Section 92.352; and (ii) Subrecipient does not assume City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
14. **Compliance with California Labor Laws and Federal Requirements.** Subrecipient will comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of the Contract

Work Hours and Safety Standards Act (40 U.S.C. 3701, et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of the Agreement. Subrecipient will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 40 U.S.C. 3145, and the requirements of the U.S. Department of Labor at 29 CFR Part 3, as applicable.

A paragraph will be incorporated in every agreement between Subrecipient and third parties in connection to the project stating that the third party must comply with California Labor Laws and applicable federal requirements. Subrecipient will maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation will be made available to the City for review upon request.

VIII. RECORDS AND REPORTS

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after completion of all services rendered under this agreement.

IX. CFDA

The CFDA # for the HOME Investment Partnerships Program (HOME-ARP) is 14.239