

CITY OF PASADENA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION



COMMUNITY DEVELOPMENT
Pasadena, Texas



Thomas Schoenbein, Mayor

Applications Due: Monday, March 16, 2026 by 4:00 p.m. CST

NO LATE APPLICATIONS WILL BE ACCEPTED

Applications may be either mailed or hand delivered to:

Office of the City Secretary
1149 Ellsworth Drive, 2nd Floor
Pasadena, Texas 77506

Any application received after the above stated date and time will be returned unopened. Your application will not be evaluated if all the submission requirements are not met and the documentation is not attached.

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I. Terms and Conditions

This application does not commit the City of Pasadena (City) to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all applications received in response to this request, to negotiate with all qualified applicants or to cancel in part, or in its entirety, this application if it is in the best interest of the City. The City may choose to proceed with any or all portions of this application at its sole discretion. These instructions are standard for all contracts for commodities or services issued through the City. General Requirements apply to all advertised bids/proposals/applications; however, these may be superseded, wholly or in part, by the SPECIAL CONDITIONS OR OTHER DATA CONTAINED HEREIN.

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. CHANGES IN SCOPE OF WORK

The City may request changes in the scope of work to be performed. Such changes, including an increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

2. ANTI-LOBBYING PROVISION

During the period between the publication date and the contract award, applicants, including their agents and representatives, shall not directly discuss or promote their application with any member of the Pasadena City Council or City Staff except in the course of city-sponsored inquiries, briefings, interviews or presentations, unless requested by the City. This provision is not meant to preclude respondents from discussing other matters with City Council members or City Staff. This policy is intended to create a level playing field for all potential applicants, ensure that contract decisions are made in public and to protect the integrity of the application process. Violation of this provision may result in rejection of the applicant's application.

3. POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting an application for services on a City of Pasadena project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited application, that application shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the City.

4. APPLICABLE LAW AND VENUE

Any agreement resulting from this application shall be construed according to the laws of the State of Texas. The City and Agency agree that the venue for any legal action under this agreement shall be the Harris County, Texas. In the event that any action is brought under any agreement resulting from the application in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas.

5. IMMIGRATION REFORM and CONTROL ACT (IRCA)

The Immigration Reform and Control Act (IRCA), also Simpson-Mazzoli Act (Pub.L. 99-603, 100 Stat. 3359, signed by President Ronald Reagan on November 6, 1986) is an Act of Congress which reformed United States immigration law. The Act made it illegal to knowingly hire or recruit illegal immigrants (immigrants who do not possess lawful work authorization), required employers to attest to their employees' immigration status, and granted amnesty to certain illegal immigrants who entered the United States before January 1, 1982 and had resided there continuously. The Act also granted a path towards legalization to certain agricultural seasonal workers and immigrants who had been continuously and illegally present in the United States since January 1, 1982.

6. APPLICATION FORM COMPLETION

Unless otherwise specified, respondents must use the application form provided. Forms shall be completed and submitted to the City Secretary's Office. The contract will be binding only when signed by the City of Pasadena, funds are certified by the City Controller, as applicable, and a Purchase Order is issued.

7. SCANNED OR RE-TYPED RESPONSE

If in its application response, applicant either electronically scans, re-types, or in some way reproduces the City's published application, then in event of any conflict between the terms and provisions of the City's published application, or any portion thereof, and the terms and provisions of the application response made by, the City's specifications as published shall control. Furthermore, if an alteration of any kind to the City's published specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

8. APPLICATION RETURNS including ALTERNATE APPLICATIONS

Applicants shall submit **two (2)** unbound copies with "ORIGINAL" signatures in a sealed envelope or package of comparable size. **Please cut out and affix the application Label found on the "Application Submission Label" section to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your application to ensure proper delivery.**

Applicants must return all applications to the following location by the date and time specified:

**City of Pasadena
City Secretary's Office
1149 Ellsworth Drive, 2nd Floor
Pasadena, Texas 77506**

Late applications will not be accepted, and will be returned to applicant unopened.

9. AWARD OF CONTRACT

The City anticipates entering into a contract to be most advantageous to the City. The respondent understands that this application does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until applications are reviewed and accepted by the City and a written agreement or contract is approved by both the City and the successful applicant. The City Council must award the contract and the Mayor, or other person authorized by the Mayor, must sign the contract before it becomes binding on the City of Pasadena or the bidders. Department heads are NOT authorized to sign agreements for the City of Pasadena.

10. PROTESTS

- 10.1. All protests regarding the solicitation process must be submitted in written form to the Community Development Manager within five (5) working days following the submission of the application. This includes all protests relating to legal advertisements, deadlines, application submittals, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.
- 10.2. Post-award protests must be submitted in written form to the Community Development Manager within five (5) working days after award and must specify the grounds upon which the protest is based. A valid protest shall;
 - 10.2.1. Come from an actual respondent for the contract, and
 - 10.2.2. Who claim to be the rightful awardee. That is, the protest is not valid if filed by a respondent who cannot show they would be awarded the contract if their protest were accepted.
- 10.3. The Community Development Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

11. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful applicant as independent contractor/subrecipient. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful applicant under this contract and that the successful applicant has no authority to bind the City.

12. INSURANCE

If required, specific insurance provisions will be included in the application process. A copy of an insurance certificate must be submitted within ten (10) days from the date of the request made by the Community Development Department. The successful applicant will be required to maintain, at all times during performance of the contract, the insurance detailed in bid/proposal specifications. Failure to provide this document may result in disqualification of the application.

13. WAIVER OF SUBROGATION

Applicant and applicant's insurance carrier waive any and all rights whatsoever with regard to subrogation against the City as an indirect party to any suit arising out of personal or property damages resulting from respondent's performance under this agreement.

14. TERMINATION

The City reserves the right to terminate the contract for default if applicant breaches any of the terms therein, including warranties of the applicant or if the applicant becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements.

15. TERMINATION-NOTICE

Either party may cancel the contract at any time after award. The City shall be required to give the applicant notice thirty (30) days prior to the date of cancellation of the contract. The applicant shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City may terminate the contract without cause upon thirty (30) days written notice.

16. INDEMNITY

CONTRACTOR/SUBRECIPIENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and elected officials, employees, officers, directors, and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of resulting from or related to bid activities under this bid, including any acts or omissions of CONTRACTOR/SUBRECIPIENT any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR/SUBRECIPIENT shall promptly advise the CITY in writing of any claim or demand against the CITY or CONTRACTOR/SUBRECIPIENT known to CONTRACTOR/SUBRECIPIENT related to or arising out of CONTRACTOR/SUBRECIPIENT'S activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR/SUBRECIPIENT'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of

any of its obligations under this paragraph. It is the EXPRESS INTENT of the parties to this contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR/SUBRECIPIENT to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR/SUBRECIPIENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

16.1. PATENTS/COPYRIGHTS

The successful applicant agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

17. TAXES

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the City's Purchasing Department.

18. ASSIGNMENT

The successful applicant shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Pasadena Community Development Department. Any such assignment or transfer shall not release applicant from all contractual obligations.

19. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City and the applicant.

20. HOUSE BILL 914 DISCLOSURE OF CERTAIN RELATIONSHIPS

The Texas Ethics Commission adopted Form CIQ (Conflict of Interest Questionnaire) pursuant to H.B. 914. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose pertinent information in the Questionnaire Form CIQ.

The questionnaire is to be filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The CIQ Form can be located at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

21. CERTIFICATE OF INTERESTED PARTIES

The Texas Ethics Commission adopted Form 1295 (Certificate of Interested Parties) pursuant to H.B. 1295. Effective September 1, 2015, Chapter 2252 of the Texas Government Code requires that a business entity (any vendor or person) doing business with a local government entity may not enter into a contract unless the business entity has first submitted a completed Certificate of Interested Parties Form 1295 to the government entity. The 1295 Form can be located at: <https://www.ethics.state.tx.us/filinginfo/1295/>

II. Application Instructions

OVERVIEW

The CDBG program provides the opportunity to develop viable communities by funding activities that provide decent housing, suitable living environments and by expanding economic opportunities, principally for low- to moderate-income persons. The City of Pasadena (City) receives a Community Development Block Grant (CDBG) annually from the U.S. Department of Housing and Urban Development (HUD) to fund activities that primarily benefit low- to moderate-income (LMI) residents of Pasadena. These funds are based on a formula for entitlement communities. Each year the City uses a competitive application process to make a portion of the CDBG funds available for eligible public service and non-public service activities. The City's Community Development Department (CDD) is seeking organizations that can demonstrate the capability to administer a CDBG eligible project and/or program.

ELIGIBLE ORGANIZATIONS

Private Nonprofits, Governmental Agencies (City Departments) and Private For-profit entities that deliver services to LMI clients within the City of Pasadena may apply for CDBG funding through the CDD's website. Each non-profit organization must have an IRS-granted non-profits status at the time of application in order to be recommended for funding. Some questions and/or sections within the application may not apply to a for-profit organization and/or a City Department. Please enter "N/A" in the sections that do not apply to your organization. Should CDD require additional clarification, the organization will be contacted directly. For the purpose of this application the terms "organization" and "agency" are interchangeable.

NATIONAL OBJECTIVE REQUIREMENT

Each activity funded under the **CDBG** Program must meet one of HUD's CDBG National Objectives:

1. Benefit low and moderate-income persons (24 CFR 570.208(a)).
Low- to Moderate Income Benefit: For an activity to meet this objective, it must either have income eligibility requirements that limit benefits of the activity primarily to LMI persons, or the activity must be located in and serve an area that is predominantly inhabited by LMI residents. (Refer to currently available census data for this information).
2. Aid in the prevention or elimination of slums or blight (24 CFR 570.208(b)).
Slums and Blight: For an activity to meet this objective, the activity must be designed to address and ameliorate the conditions causing the slums and blight. The City determines which areas qualify under removal of slums and blight.
3. Meet community development needs having a particular urgency (24 CFR 570.208(c)).
Urgent Community Development Needs: For an activity to meet this objective, the following criteria must be met: 1) a situation must pose a serious and immediate threat to the health or welfare of the community; 2) it is of recent origin or recently became urgent, and 3) it is unable to be corrected with other sources of funds.

Activities that do not meet one (1) of these three (3) broad national objectives are considered **ineligible** and **cannot** be undertaken with **CDBG** funds.

It is imperative that applicants anticipate and plan for the methods that will be used to determine and document the eligibility of the beneficiaries served through the CDBG funded activity. Failure to adequately document client data may result in ineligibility of the activity, repayment of expended CDBG funds and cancellation of any monies awarded.

PUBLIC SERVICE ACTIVITIES

To be eligible for CDBG assistance, a public service must be either:

- a new service, or
- a quantifiable increase in the level of an existing service.

Eligible public service activities include, *but are not limited to* resources and/or financial assistance for qualifying expenses for activities concerned with the following services:

Food Bank Services - costs associated with the operation of food banks, community kitchens, and food pantries, such as staff costs, supplies, utilities, maintenance, and insurance.

Homeless/AIDS Patients Programs – costs associated with the operation of programs for the homeless or for AIDS patients, such as staff costs, utilities, maintenance and insurance.

Health Services – services addressing the physical health needs of residents of the community.

Child Care Services – services that will benefit children (generally under age 13), including parenting skill classes.

Youth Services – services for young people ages 13 to 19.

Senior Services – services for the elderly (age 62 or older)

Services for Persons with Disabilities –services for persons with disabilities regardless of age.

Domestic Violence Victim Services – services for victims of domestic violence, dating violence, sexual assault or stalking.

Mental Health Services – services addressing the mental health needs of residents of the community.

Other Public Services not listed – costs associated with operating multiple types of social services within one organization which provide services to multiple groups of clients such as seniors, persons with disabilities and homeless persons. (Example – a “meals on wheels” program for seniors and persons with disabilities would be considered “Other”).

There is a statutory and regulatory limitation on the amount of CDBG funds which may be used for activities assisted under the category of public services. The public services activity may not exceed 15% of the annual CDBG allocation.

NON-PUBLIC SERVICE ACTIVITIES

Eligible non-public service activities include, *but are not limited to* resources and/or financial assistance for qualifying expenses for activities concerned with the following services:

Public Facilities and Improvements - The acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements are eligible activities under CDBG and can be carried out by a grantee, subrecipient, or other nonprofit. Public facilities may only be owned by these types of entities. Eligible types of facilities and improvements include:

- Infrastructure improvements (construction or installation) including but not limited to streets, curbs, and water and sewer lines;
- Neighborhood facilities including, but not limited to public schools, libraries, recreational facilities, parks, playgrounds; and
- Facilities for persons with special needs such as facilities for the homeless or domestic violence shelters, nursing homes, or group homes for the disabled.

If the assisted facility is owned by a nonprofit, regulations stipulate that the facility must be open to the public during normal business hours.

Economic Development – Creating economic opportunities and jobs are among the various CDBG activities that may be funded. Some activities include but are not limited to:

- Micro-enterprise assistance
- Special Economic Development
- Technical assistance to businesses

Other Real Property Improvements- Other real property activities include but are not limited to:

- Acquisition and disposition of real property
- Historic Preservation
- Handicapped Accessibility

INELIGIBLE ACTIVITIES

Certain types of activities are considered ineligible for assistance through CDBG funds and include, but not limited to the following:

- Construction of, or improvements to, general government buildings; and
- Routine operation, maintenance, and repair activities for public facilities; and
- Assistance to churches or church-affiliated organizations unless a clear separation of purpose, mission, and organizational relationship can be established between the church and the CDBG-funded activities.

III. Other Requirements:

Faith Based Agencies: Faith based agencies are eligible to apply. HUD issued a final rule amendment allowing faith-based agencies to compete for CDBG funding on the same basis as other non-profits; however, CDBG funds cannot be used to support worship or religious instruction. Religious activities must be offered separately from the CDBG supported activity. Faith based agencies may not use direct CDBG funds to support inherently religious activities such as worship or religious instruction. Faith based agencies that participate in the CDBG program shall not discriminate against a program beneficiary on the basis of religion or religious belief. *(Reference: CPD Notice 04-10)*

Active Governing Body: Governance of the agency shall be vested in a responsible and active voluntary board, which meets to establish and enforce policies. The Board shall be structured to be representative of the community it serves.

Personnel: The agency must provide demonstration of adequate administration of the program to ensure delivery of eligible services.

Non-Discrimination: Each agency receiving funds from the City is required to conduct its business in compliance with the non-discrimination requirements of the City, State and Federal governments, as applicable.

WWW.SAM.GOV: All potential applicants seeking grant funding must have an active registration in SAM.gov. Once registered, your agency will be issued a Unique Entity Identifiers (UEI) to be used as the primary means of identifying entities registered for federal awards government-wide. Entities must complete annual renewals to maintain an active status. The website link to the System for Award Management (SAM) is [SAM.GOV](https://www.sam.gov).

Include proof of registration with SAM.GOV as a separate document labeled: **Attachment A - "SAM.GOV Documentation."**

Accounting: Each agency shall maintain accounting records which are in accordance with Generally Accepted Accounting Principles and auditing practices, as described in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). The final guidance at 2 CFR 200 supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122, Circulars A-89, A-102, A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. Agencies may be required to submit evidence of the accounting systems to the City of Pasadena for approval prior to funds being awarded or disbursed.

Insurance: Once an agency's project has been approved, at the time of contract signing, the agency must provide evidence of insurance, including, but not limited to, multi-peril property and liability, medical, workers' compensation, automobile liability, and other coverage as deemed necessary by the City Attorney, (with an

indemnification and hold harmless acceptable to the City of Pasadena). All certificates and endorsements are to be received and approved by the City of Pasadena prior to commencement for the project.

HUD 424-B Assurances and Certification Form: All potential applicants seeking grant funding must complete HUD 424-B agreeing to provide the assurances and certifications included within the form. The website link for HUD 424-B Assurances and Certifications is <https://www.hud.gov/sites/dfiles/OCHCO/documents/424B.pdf>.

Include completed form as a separate document labeled: **Attachment F - "HUD 424-B Assurances and Certifications."**

IV. Evaluation Criteria

Because the activities subject to funding by this application are specific in nature, the evaluation criteria must also be specific to each activity type as outlined below. Minimum eligibility criteria for all applications are:

Contributes to Implementation of Consolidated Plan Goals

The proposed project must match one or more of the City's funding priorities as listed in the Annual Action Plan, meet a National Objective (as applicable) and provide evidence of need for the project.

Site Control

The applicant should have site control or an opportunity for site control of all properties needed for project completion.

Financial Feasibility

The applicant must submit information to provide evidence of a financially feasible project, evidenced by a complete listing of anticipated funding sources available to the project, anticipated uses of funds, confidence in the availability of funds, evidence of need and any applicable projections that illustrate reasonable assumptions regarding successful implementation.

Project Time Frame

The applicant should submit a timeline for project completion that makes reasonable assumptions concerning land acquisition and site preparation, funding cycles and parameters for all funding sources, and construction and/or service delivery timelines. The applicant's history in project delivery/completion will also be considered.

Leverage of Other Funds

Leveraging other funds is strongly encouraged. The City may elect to transmit funds to projects later in the process after other funding has been utilized. A financial review shall be conducted on all projects through thorough examination of the sources and uses of funds and the project budget

Capacity of Applicant

The applicant should provide information regarding its track record of successful project development, timely completion and projects-in-service or, in the case of a new or emerging subrecipient, evidence of program/project management expertise. The City is interested in investing funds in viable projects that will provide quality services or infrastructure/facilities in an efficient and timely manner.

Readiness to Proceed

Funding consideration will be given to projects that are considered to have best met the overall tests for feasibility, comprehensiveness of planning and timeliness of completion and funding drawdown of federal dollars.

*****Please note that applicants who have previously received CDBG funding from the City will also be evaluated based on their past performance. Past performance will include but not be limited to:***

- ✓ attainment of objectives in a timely manner
- ✓ expenditure of funds at a reasonable rate
- ✓ timely submission of client data reports
- ✓ adherence to the Scope of Services

V. APPLICATION FOR FUNDING

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NEXT PAGE IS PAGE ONE OF APPLICATION



COMMUNITY DEVELOPMENT
Pasadena, Texas

COVER SHEET
CDBG APPLICATION

FILL IN NAME OF YOUR ORGANIZATION IN SECTION BELOW:

ALL APPLICATIONS **MUST BE TYPED** AND SUBMITTED TO:

City of Pasadena
Office of the City Secretary
1149 Ellsworth Drive, 2nd Floor
Pasadena, Texas 77506

APPLICATION DUE: Monday, March 16, 2026 by 4:00 pm

NO LATE APPLICATIONS WILL BE ACCEPTED

Please initial the following statements and sign were indicated.

1. I have read & executed the Conflict of Interest form in this application.
2. I have thoroughly reviewed the 2026 Application Workshop PowerPoint.
3. I have read & understand the application instructions prior to submitting this application.
4. I have read & signed the Terms and Conditions section of this application

Signature of Applicant

Title

Date

CDBG APPLICATION

| | | | | |
|---|--|---|---|--|
| Applicant Name: | | Proposed Activity Name: | | |
| Unique Entity Identifiers (UEI) Number: | | Tax Identification Number: | | <input type="checkbox"/> Registered with SAM.GOV |
| Organization's Physical Address: | | | | |
| Organization's Mailing Address: | | | | |
| Phone: | Fax: | Email: | Web Address: | |
| Authorized Organization Official Signatory: | | Phone: | Email: | |
| *Primary Contact: | Phone: | Email: | | |
| * Alternate Contact: | Phone: | Email: | | |
| <i>*Both the primary and alternate contact (provided above) will serve as intermediaries between the agency and the City of Pasadena Community Development Department. Therefore, the primary and alternate contact shall be responsible for the distribution of information, provided by the City of Pasadena Community Development Department, within the agency.</i> | | | | |
| Type of Organization: <input type="checkbox"/> Non Profit <input type="checkbox"/> City Department <input type="checkbox"/> Faith Based Organization <input type="checkbox"/> Other: _____ | | | | |
| Category of Activity (choose one): <input type="checkbox"/> Public Service <input type="checkbox"/> Non-Public Service Activities | | | | |
| Public Service Activities (choose one): | | | Non-Public Service Activities (choose one): | |
| <input type="checkbox"/> Senior Services <input type="checkbox"/> Disability Services <input type="checkbox"/> Health Services <input type="checkbox"/> Crime Prevention Services <input type="checkbox"/> Homeless Services <input type="checkbox"/> Youth Services | <input type="checkbox"/> Domestic Violence Victim Services <input type="checkbox"/> Legal Services <input type="checkbox"/> Drug Abuse Prevention Services <input type="checkbox"/> Employment Training Services <input type="checkbox"/> Child Care Services <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Public Facilities and Improvements <input type="checkbox"/> Economic Development <input type="checkbox"/> Other Real Property Improvements <input type="checkbox"/> Housing Activities <input type="checkbox"/> Micro-Enterprise Assistance <input type="checkbox"/> Other: _____ | | |

Activity Funding

| | |
|---|--|
| List the amount of funds leveraged by other sources in addition to amount of CDBG funds requested. | |
| TOTAL PROJECT COSTS: 1. CDBG \$ _____ 2. Federal \$ _____ 3. State \$ _____ 4. Local \$ _____ 5. Private \$ _____ 6. Other \$ _____ 7. Total \$ _____ | COMMITTED FUNDING <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Requested Amount of CDBG Funds (Line 1) | |
| Other Funding Sources (Total of Lines 2-6) | |
| Percentage of CDBG funds toward Total Activity Cost (Line 1 ÷ Line 7) | |

Activity Delivery Description

Provide a complete description of the proposed activity to be undertaken with federal funds including **what** products or services are to be performed, **where** they are to be provided, for **whom** they are to be provided and **how** they are to be provided.

Activity Need

What **unmet** community need(s) will your proposed activity address? How did you determine that this need(s) exists? How will your activity address this need(s)?

Activity Location and Service Area

Describe the physical area to be served by the proposed activity.

Include a map with the boundaries of service labeled as: **Attachment B - Service Area.**

If service area is the **entire City of Pasadena jurisdiction, you do not need to submit an actual map, only the attachment labeled: Attachment B – Service Area: Entire City of Pasadena Jurisdiction*

National Objective (Choose one (1) Category and one (1) Sub-Category)

CATEGORY 1: BENEFITING LOW AND MODERATE INCOME PERSONS:

SUB-CATEGORY (please select one (1) sub-category):

Area Benefit: The Activity is offered to ALL residents of an area where at least 51% of the residents are low- to moderate income. The area must be clearly delineated and must be primarily residential.

Limited Clientele: Activity benefits a specific targeted group of persons of which at least 51% must be LMI. In order to meet this criteria, the activity must:

- Serve at least 51% LMI, as evidenced by beneficiary family size and income documentation or have income-eligibility requirements which limit the service to persons meeting the LMI income requirement. As evidenced by agency procedures, intake/application forms, income limits, etc.;
- Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with HIV/AIDS, and migrant farm workers; or
- Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.

CATEGORY 2: PREVENTION OR ELIMINATION OF SLUMS AND BLIGHT:

SUB-CATEGORY (please select one (1) sub-category):

Area Benefit: The public service is offered to ALL residents of an area where at least 51% of the residents are low- to moderate income. The area must be clearly delineated and must be primarily residential.

Must meet **ALL** of the following criteria:

- The area must be officially designated as a slum or blighted area by the City of Pasadena and must meet a definition of a slum, blighted, deteriorated or deteriorating area under state or local law

The area must exhibit the following physical signs of blight or decay:

- There must be a substantial number of deteriorated or deteriorating buildings throughout the area. As a "safe harbor," HUD will consider this test to have been met if *either*:
 - The proportion of buildings in the area that are in such condition is at least equal to that specified in the applicable state law for this purpose; **or**
 - In the case where the applicable state law does not specify the percentage of deteriorated or deteriorating buildings required to qualify the area, then at least one quarter of all the buildings in the area must be deteriorated or deteriorating; **or**
 - The public improvements throughout the area must be in a general state of deterioration.
- Activities to be assisted with CDBG funds must be limited to those that address one or more of the conditions which contributed to the deterioration of the area.

Spot Basis: The elimination of specific conditions of blight or deterioration on a spot basis is designed to comply with the statutory objective for CDBG funds to be used for the prevention of blight, on the premise that such action(s) serves to prevent the spread to adjacent properties or areas.

The activity must be designed to eliminate specific conditions of blight or physical decay not located in a designated slum or blighted area. The activity must be limited to one of the following:

- Acquisition;
- Relocation;
- Historic Preservation; or
- Rehabilitation of buildings, but only to the extent necessary to eliminate specific conditions detrimental to public health and safety.

CATEGORY 3 - URGENT NEED:

Urgent Need: To comply with the national objective of meeting community development needs having a particular urgency, an activity must be designed to alleviate existing conditions which the City certifies as meeting one of the following criteria:

- Pose a serious and immediate threat to the health or welfare of the community,
- Is of recent origin or recently became urgent,
- The City is unable to finance the activity on its own, and
- Other resources of funding are not available to address the need.

Target Population

Please identify the primary beneficiaries this proposed activity will serve.

Proposed Activity Beneficiary Population *(Please check only one #1 or #2)*

1. Low- to moderate-income population
2. Presumed Benefit Persons *(If #2 is selected you must also select a category below)*
- | | |
|---|---|
| <input type="checkbox"/> Abused Children | <input type="checkbox"/> Severely Disabled Adults |
| <input type="checkbox"/> Battered Spouses | <input type="checkbox"/> Migrant Farm Workers |
| <input type="checkbox"/> Elderly Persons | <input type="checkbox"/> Illiterate Adults |
| <input type="checkbox"/> Persons Living with AIDS | <input type="checkbox"/> Homeless Persons |

Performance Measures: Objectives & Outcomes

HUD requires recipients of federal funds to assess the productivity and impact of their activities. Please select one of the following objectives that best suits your proposed activity as well as one expected output that relates to the impact that activity is expected to have on the community or person(s) benefiting from the activity.

| OBJECTIVES <i>(choose one)</i> | OUTCOMES <i>(choose one)</i> |
|---|--|
| <input type="checkbox"/> Create a Suitable Living Environment | <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability |
| <input type="checkbox"/> Provide Decent Housing | <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability |
| <input type="checkbox"/> Creating Economic Opportunities | <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability |

OBJECTIVES - Closely mirror the statutory objectives of the program. The objectives are framed broadly to capture the range of community impacts that occur as a result of program activities.

- ❖ Creating a Suitable Living Environment - activities that are designed to benefit communities, families or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by LMI persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
- ❖ Providing Decent Housing - covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities where the purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.
- ❖ Creating Economic Opportunities - applies to activities related to economic development, commercial revitalization, or job creation.

OUTCOMES - helps further refine the activity's objective and is designed to capture the nature of the change or the expected result of the objective that an activity seeks to achieve. Outcomes correspond to the question "What is the type of change the activity is seeking? Or what is the expected result of the activity?"

- ❖ Availability/Accessibility - applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to LMI people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.
- ❖ Affordability applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household.
- ❖ Sustainability applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of LMI or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Levels of Accomplishment – Goals & Performance Measures

Description of Services: Provide a description of the services that will be provided by the proposed activity.
EXAMPLE: Program will provide counseling services to abused children.

Units of Service: Provide a definition of Units of Service - **How** will your organization determine the amount of services rendered? *EXAMPLE: One unit of service is equal to 1 hour of counseling services.*

One unit of service is equal to :

Total Units of Service expected to be provided by proposed activity:

Total number of New Clients anticipated to be assisted by proposed activity:

Activity Site Information

Owner:

Contact Person:

Title:

Phone Number:

E-mail Address:

If agency owns property, date acquired:

If agency leases property, date the lease expires:

Employment/Client Participation

Does your organization currently notify the public that your agency does not discriminate based on race, color, religion, gender, sexual orientation, national origin, age or disabilities in hiring practices or provision of services?

Yes

No

If No, is your agency is willing to adopt this practice?

Yes

No

Accessibility for Physically Disabled

Will the completed proposed activity meet ADA standards for accessibility by the disabled? *If no, please describe accessibility problems and how you intend to correct them, including funding and timetable:*

Yes

No

N/A

Organization Capacity / Information

Please check all that have been included within **Attachment C** of your application:

- Organizational Chart
- Articles of Incorporation
- Proof of Tax Exempt Status
- Current Year Budget
- List of Board of Directors

How many years has your organization been in business?

Has your organization received CDBG funding from the City of Pasadena in the past two years?
If yes, please provide a brief summary of the activity / amount funded in the space below.

- Yes No

Has your agency participated in this type of activity in the past?

- Yes No

In the space below describe your agency's past 5 years of experience with CDBG *or* other federal grant programs. Include number of years working with federal grants and the type/amount of each grant received: (list individually)

| Year | Amount | Type of Grant |
|------|--------|---------------|
| | | |
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Does your organization currently or within the last five years have any litigation that is pending or has been resolved?

- Yes No

If yes, please attach a summary of the litigation and its status; including any outstanding judgements

Has your organization filed a petition for bankruptcy or has a petition for bankruptcy been filed against your organization?

- Yes No

If yes, please attach an explanation that includes the current status.

What level of financial review does your organization obtain from an independent source? Select from the following options:

- | | |
|---|--|
| <input type="checkbox"/> Single Audit | <input type="checkbox"/> Audited Financial Statements |
| <input type="checkbox"/> Reviewed Financial Statement | <input type="checkbox"/> Compiled Financial Statements |
| <input type="checkbox"/> No Independent Review | <input type="checkbox"/> Other: |

Will the proposed activity sustain if requested funds are not awarded?

- Yes No

Additional documentation for this section should be submitted as a separate document and labeled:
Attachment C - Additional Organization Capacity/Information

Scope of Work

Describe proposed activity in detail. Answer **ALL** of the following points within description:

- A. What do you intend to do and why?
- B. Explain how the proposed activity meets the criteria of the eligible activity selected and meets the national objective selected.
- C. How does the proposed activity meet a community need(s)?
- D. Who is your proposed activity beneficiary population?
- E. Describe your service delivery plans including:
 - 1) Hours of operation
 - 2) Intake system
 - 3) Outreach plan
- F. Define how client eligibility will be determined and documented.
- G. Provide a timeline for proposed activity execution and completion.
 - 1) Infrastructure Activities use Performance Schedule Template provided
- H. Give the program goals:
 - 1) Units of Service (quantify the assistance and/or service provided by the proposed activity)
 - 2) Number of *unduplicated* clients you expect to serve

Do not give an overview of your agency – Be project/program specific

Must be submitted as a separate document labeled Attachment D – Scope of Work.

Please indicate which administrative systems you **currently utilize:
Please check all that apply:**

- Formal personnel system with written procedures
- Staff salary tracking system by funding source
- Audit system incorporating formal written accounting procedures
- Recordkeeping system that tracks each funding source separately
- Formal written cash management practices that includes proper security measures
- Hard copy files and computer records systems with security and back-up in place
- Internal monitoring/evaluation system that follows written procedures
- Client eligibility verification
- Client demographic data collection and reporting system
- Procurement policy governed by formal written procedures
- Conflict of interest policies
- Client grievance policies
- Annual fundraising/revenue generation

Proposed Activity Team

Identify the name of the responsible party, job description and the experience of each staff member that will be involved in the administration of this activity. Personnel identified after the application are subject to review. *List only those who will be working with CDBG funds.*

| Staff Member Information | | Brief Job Description and Experience |
|--------------------------|--|--------------------------------------|
| Name | | |
| Title | | |
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Organization Board of Directors (City Departments - insert council members information)

| | | |
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| Name | | Business Affiliation |
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TOTAL ACTIVITY BUDGET (INCLUDES ALL FUNDING SOURCES)

| <i>A. Personnel</i> | | | <i>Program Funds</i> | | | <i>Total</i> |
|---|---------------|------------------------|----------------------|-----------------------|---------------------------|--------------|
| Position Title | Annual Salary | Annual Fringe Benefits | Total Annual Salary | CDBG Requested Amount | Additional Funding Source | Total |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Personnel | | | | | | |
| <i>B. Operating Costs</i> | | | <i>Program Funds</i> | | | |
| Type (i.e. Rent, Utilities, Telephone, Maintenance, Insurance, Transportation/Fuel) | | | Quantity | CDBG Requested Amount | Additional Funding Source | Total |
| | | | | | | |
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| Total Operating Costs | | | | | | |
| <i>C. Marketing Materials</i> | | | <i>Program Funds</i> | | | |
| Type (i.e. Printing Brochures, Advertising, Business Cards, Flyers, Newsletters) | | | Quantity | CDBG Requested Amount | Additional Funding Source | Total |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Marketing Costs | | | | | | |
| <i>D. Supplies</i> | | | <i>Program Funds</i> | | | |
| Type (i.e. Office Supplies, Postage, Operating Supplies) | | | Quantity | CDBG Requested Amount | Additional Funding Source | Total |
| | | | | | | |
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| | | | | | | |
| Total Supply Costs | | | | | | |
| <i>E. Client Services/Other Costs</i> | | | <i>Program Funds</i> | | | |
| Type (i.e. Reading Materials, Activity Delivery Costs) | | | Quantity | CDBG Requested Amount | Additional Funding Source | Total |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Client Services/Other Costs | | | | | | |
| <i>F. Non- Public Service Activity Delivery Costs</i> | | | <i>Program Funds</i> | | | |
| Delivery Costs (i.e. Labor/Materials, Design, Environmental Testing) | | | Quantity | CDBG Requested Amount | Additional Funding Source | Total |
| | | | | | | |
| | | | | | | |
| Total Non-Public Service Activity Delivery Costs | | | | | | |
| Grand Total (ALL funding sources) | | | | | | |

PERFORMANCE SCHEDULE (Public Facilities and Improvements Projects ONLY)

| Accomplishment Type <i>(as applicable)</i> | Anticipated Completion Date <i>*All dates subject to change</i> | | | |
|---|--|----------|--------------------------|-------------|
| BIDDING SCHEDULE & PERFORMANCE ITEMS | | | | |
| Project Design Completion Date | | | | |
| Wage Determination Type | Heavy | Building | Highway | Residential |
| Wage Determination Number and Date | Wage Decision Number | | Date Issued | |
| Bid Notice Advertisement Dates | First Publication Date: | | Second Publication Date: | |
| Pre-Bid Meeting Date(s) | First Meeting Date: | | Second Meeting Date: | |
| Bid Packages Due Date | | | | |
| Date Bids Opened Publicly <i>(minutes required)</i> | | | | |
| Date Contractor Selected | | | | |
| ENVIRONMENTAL ASSESSMENT SCHEDULE | | | | |
| Environmental Assessment Completed | | | | |
| Findings of No Significant Impact (FONSI) | First Publication Date: | | Second Publication Date: | |
| Public & HUD’s 15 Day comment period | _____ THRU _____ | | | |
| Submit Request Release of Funds (RROF) to HUD | | | | |
| Authorization for Use of Grant Fund (AUGF) received from HUD | | | | |
| CONSTRUCTION CONTRACT AWARD SCHEDULE | | | | |
| Construction Contract Award Date | | | | |
| Construction Contract Award Date | | | | |
| CDBG Agreement with City Award Date | | | | |
| CDBG Agreement with City Award Date | | | | |
| CONSTRUCTION SCHEDULE | | | | |
| Pre-Construction Meeting Date | | | | |
| Date Notice to Proceed Issued | | | | |
| Project 25% Complete | | | | |
| Project 50% Complete | | | | |
| Project 75% Complete | | | | |
| Project 100% Complete | | | | |
| Certificate of Completion Submission Date | | | | |

Additional documentation for this section should be submitted as a separate document and labeled:

Attachment E - Additional Budget Information

VI. SUBMISSION CHECKLIST

| <u>Item</u> | <u>Note</u> | <u>Applicant's Initials</u> |
|---|---|-----------------------------|
| Terms and Conditions | I acknowledge reading and understanding the Terms and Conditions. | _____ |
| <u>PLEASE REMEMBER:</u> | | |
| 1. Applicants shall submit two (2) unbound copies with "ORIGINAL" signatures in a sealed envelope or package of comparable size. | | _____ |
| 2. Cut out and affix the Application Label to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your application. | | _____ |
| 3. Fill out, sign and return the Community Development (CDBG) Submission Checklist | | _____ |
| 4. Fill out, sign and return the CDBG Application | | _____ |
| 5. Fill out, sign and return the Conflict of Interest Form | | _____ |
| 6. Fill out and return the Indemnity Clause Form | | _____ |
| 7. Fill out and return the Non-Collusion Affidavit Form <i>Must be Notarized</i> | | _____ |
| 8. Fill out and return Contractor's Certification of Non-Debarment Form <i>Must be Notarized</i> | | _____ |
| 9. Fill out and return the Solicitation Questionnaire Form | | _____ |
| <u>ATTACHMENTS:</u> | | |
| Attachment A – WWW.SAM.GOV (Proof of Registration) | | _____ |
| Attachment B – Service Area | | _____ |
| Attachment C – Additional Organization Capacity/Information | | _____ |
| Attachment D – Scope of Work | | _____ |
| Attachment E – Additional Budget Information | | _____ |
| Attachment F – HUD 424-B Assurances and Certifications | | _____ |

****Note:** Form 1295 is contingent upon the approval of the submitted application. Pursuant to the requirements of House Bill 1295, 84th Legislative Session, any contract approved by Council is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT AND THAT IT CONTAINS NO FALSIFICATIONS, MISREPRESENTATIONS, INTENTIONAL OMISSIONS, OR CONCEALMENT OF MATERIAL FACTS. I FURTHER CERTIFY THAT NO CONTRACTS HAVE BEEN AWARDED, FUNDS COMMITTED, OR CONSTRUCTION BEGUN ON THE PROPOSED PROGRAM AND THAT NONE WILL BE DONE PRIOR TO ISSUANCE OF A RELEASE OF FUNDS BY THE CITY OF PASADENA.

SIGNATURE OF AUTHORIZED PERSON LISTED ABOVE

DATE

PRINT NAME

TITLE

VII. APPLICATION SUBMISSION LABEL

LATE APPLICATIONS WILL NOT BE ACCEPTED

Please cut out and affix the application label below to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your submission to ensure proper delivery!

✂ Cut along dotted line.

SEALED BID/PROPOSAL/QUALIFICATIONS

PROGRAM: Community Development Block Grant (CDBG)

DESCRIPTION: 2026 Funding Application

DUE DATE: MONDAY, March 16, 2026

DUE TIME: NO LATER THAN 4:00 P.M. CST

ORGANIZATION NAME: _____

VIII. CONFLICT OF INTEREST

All Applicants

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or about to employ any of the parties indicated herein, has a ***financial or other interest*** in the firm selection for an award.

The CDBG regulations at 24 CFR 570.611 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or subrecipients that are receiving CDBG funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds; or (2) who is in a position to participate in a decision-making process or gain inside information with regard to these ***activities, may*** obtain a financial interest from a CDBG-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

IF THERE IS NO CONFLICT OF INTEREST, COMPLETE THE FOLLOWING:

- I certify that no conflict of interest exists between the City of Pasadena and _____.
Name of Organization/Applicant
- I certify that no conflict of interest exists between the City of Pasadena's consultant and _____.
Name of Organization/Applicant
- I certify that no conflict of interest exists between the City of Pasadena and any subcontractors of _____.
Name of Organization/Applicant

IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:

- I certify that a conflict of interest ***does*** exist between the City of Pasadena and _____.
Name of Organization/Applicant
- I certify that a conflict of interest ***does*** exist between the City of Pasadena's consultant and _____.
Name of Organization/Applicant
- I certify that a conflict of interest ***does*** exists between the City of Pasadena and any subcontractors of _____.
Name of Organization/Applicant

Describe the nature of the conflict of interest below. **Please identify** the individual, employment, and the conflict or potential conflict and their affiliation with your organization:

Signature

Date

Print Name and Title

IX. INDEMNITY CLAUSE

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, PENALTIES, DAMAGES, EXPENSES AND JUDGMENTS OF ANY NATURE AND HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THE CONTRACTOR AND ITS AGENTS, SERVANTS OR EMPLOYEES OPERATIONS IN THE CONCESSION AND CATERING SERVICES PERFORMED BY CONTRACTOR UNDER THIS CONTRACT WITHIN THE CITY, INCLUDING THOSE CLAIMS, DEMANDS, PENALTIES, DAMAGES, EXPENSES AND JUDGMENTS WHICH INVOLVE OR MAY INVOLVE THE ACTUAL OR ALLEGED JOINT NEGLIGENCE OF:

- (i) THE CONTRACTOR OR ANY OF ITS EMPLOYEES, AGENTS, SERVANTS OR EMPLOYEES; AND
- (ii) THE CITY, ITS OFFICERS, AGENTS, OR EMPLOYEES

IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES WHERE SUCH NEGLIGENCE IS A CONCURRING CAUSE OF INJURY, LOSS, DEATH OR DAMAGE. FURTHERMORE, IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIMS, LOSS, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF THE CONTRACTOR OR ANY OF ITS EMPLOYEES. FOR PURPOSES OF THIS INDEMNIFICATION PROVISION, ACTS AND/OR OMISSION OF THE CONTRACTOR'S OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES SHALL BE CONSIDERED THE ACTS AND OMISSIONS OF THE CONTRACTOR.

Company/ Name of Agency

Mailing Address (PO Box or street)

City, State, and Zip Code

Name of Authorized Representative

Signature

Title

Telephone #

Fax #

X. NON-COLLUSION AFFIDAVIT (MUST BE NOTARIZED)

State of _____ (State)
County of _____ (County) §.

Being first duly sworn, deposes and says that:

He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of
_____ (Company), the party that has submitted the attached
Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent
circumstances respecting such Proposal;

Such application is genuine and is not a collusive or sham application;

Neither the said applicant nor any of its officers, partners, owners, agents, representatives, employees or parties in
interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with
any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which
the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any
manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any
Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any
overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure
through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any
person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives,
owners, employees or parties in interest, including this affiant.

Authorized Representative's Signature

Company Name

Representative's Name

Representative's Title

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Texas,
personally appeared the individual whose name is subscribed to within the instrument, and he/she/they
acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

XI. CERTIFICATE OF NON-DEBARMENT (MUST BE NOTARIZED)

DATE:

NAME/ADDRESS OF APPLICANT ENTITY:

| | |
|--|---|
| APPLICANT NAME: | CITY OF PASADENA COMMUNITY DEVELOPMENT DEPARTMENT P.O. BOX 672 PASADENA, TX 77501-0672 |
| 2026 funding application for CDBG | |

(I) (We) certify that no individual, firm, partnership or association which is hereby bidding on the above-named project is designated as not being debarred from contracting on federally-funded projects or as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (10 U.S.C. 276u-2(a)).

LEGAL NAME AND BUSINESS ADDRESS OF THE APPLICANT:

| |
|--|
| |
|--|

THE APPLICANT IS:

| | |
|--------------------------------|---|
| <i>A SINGLE PROPRIETORSHIP</i> | <i>A CORPORATION ORGANIZED IN THE STATE OF:</i> |
| <i>A PARTNERSHIP</i> | <i>OTHER ORGANIZATION (DESCRIBE):</i> |

APPLICANT'S UEI NUMBER:

NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE APPLICANT:

| NAME | TITLE | ADDRESS |
|------|-------|---------|
| | | |
| | | |
| | | |
| | | |

Name of Applicant: _____

Authorized Representative Signature: _____

Name and Title: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, know to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration herein expressed and in the capacity therein stated as the act and deed of said _____.

GIVE UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 20_____.

NOTARY PUBLIC AND FOR THE STATE OF TEXAS

Name: _____

WARNING

U.S. Criminal Code, Section 1010, Title18, U.S.C., provides in part: "Whoever, Makes, passes, utters, or published any statement, knowing the same to be false Shall be fined not more than \$5,000 or Imprisoned not more than two years, or both."

XII. SOLICITATION QUESTIONNAIRE

The City of Pasadena constantly strives to improve competitive bidding. In order to facilitate these improvements, we would like to know how you were informed that this application and how you may have received a copy of the document.

How did you learn of this funding opportunity?

- Direct Contact with Community Development Department
- City of Pasadena Website www.pasadenatx.gov
- Newspaper or trade publication
- Chamber of Commerce
- Other Means: Describe _____

How did you obtain your copy of the application document?

- Direct Contact with Community Development
 - Via Email
 - Via Fax
 - In Person
- City of Pasadena Website www.pasadenatx.gov
- Notification service
- Other Means: Describe _____

Example: Certificate of Interested Parties (Form 1295) and Conflict of Interest Questionnaire

Pursuant to the requirements of House Bill 1295, 84th Legislative Session, any contract approved by Council is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

| CERTIFICATE OF INTERESTED PARTIES | | FORM 1295 | |
|---|---|---------------------------------------|--------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | OFFICE USE ONLY | |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. | | | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. | | | |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. | | | |
| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
| | | Controlling | Intermediary |
| | | | |
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| | | | |
| | | | |
| 5 Check only if there is NO Interested Party. <input type="checkbox"/> | | | |
| 6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) | | | |
| _____ Signature of authorized agent of contracting business entity (Declarant) | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | |

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

| OFFICE USE ONLY |
|-----------------|
| Date Received |
| |

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware of:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value more than \$100 in the 12-month period preceding the date the officer becomes aware of:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.003(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.