

## EXHIBIT A

### AUTHORITY, PURPOSE AND SCOPE OF WORK

#### 1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's (the "State") reservation of funds under the State of California's administration of the federal Emergency Solutions Grants Program Allocation (hereinafter, "ESG " or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of 42 U.S.C. 11371 – 42 U.S.C. 11378, ("Federal Statutes"), the Catalog of Federal Domestic Assistance Number 14.231, 24 C.F.R. Part 576, ("Federal Regulations"), California Health and Safety Code sections 50899.1 – 50899.8, and the ESG 2024 ESG Program Final Guidelines (the "Guidelines") effective December 10, 2024, all of which may be amended from time to time.

ESG provides funds for a variety of activities to address homelessness as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and State program requirements. The Department administers the ESG program with funding received from the U.S. Department of Housing and Urban Development (HUD).

The ESG program provides grant funding to:

- (1) engage homeless individuals and families living on the street,
- (2) rapidly re-house homeless individuals and families,
- (3) help operate and provide essential services in emergency shelters for homeless individuals and families, and
- (4) prevent individuals and families from becoming homeless. This contract specifically provides funding for specific program activities described in Exhibit D.

The Department receives ESG funds from HUD and then the Department (as Grantor), via this Agreement, is making a grant of specific ESG funds to a grantee, who is also known as the Contractor. In accepting this reservation of funds, the "Contractor" as defined in the Guidelines, agrees to comply with the terms and conditions of this Agreement, as it relates to the ESG Notice of Funding Availability (NOFA) under which the Contractor applied, the representations contained in the Contractor's Application (hereinafter, "Application"), for the ESG funding allocations, and the requirements of the authorities cited above. Any and all changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from

Program Name: Emergency Solutions Grants Program (ESG)

NOFA Date: 12/31/2024

Approve Date: 2/6/2025

Prep. Date:

## EXHIBIT A

the Department.

For purposes of this agreement Contractor is the Contractor identified in the STD 213 and which is further defined in the Guidelines definitions section.

### 2. **Scope of Work**

- A. Contractor shall perform the Scope of Work (“Work”) required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E of this Agreement. All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Contractor to modify any or all parts of the Application in order to comply with ESG requirements. The Department reserves the right to monitor all Work to be performed by the Contractor and service providers in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved Application and as required by Federal ESG requirements at 24 C.F.R. Part 576 and the Guidelines. Contractor’s selected homeless service providers shall provide services in the areas identified in the Application/award recommendation form submitted to the Department. Services shall be provided by the Contractor and the Contractor’s funded service providers for at least the term of the ESG grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit E. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

3. **Allocation of funds pursuant to Guidelines, Article II** This Agreement is effective upon the date of the Department representative’s signature on page one of the fully executed Standard Agreement, STD 213, (the “Effective Date”). In addition, no Program funds shall be incurred until any required environmental review process has been completed, as required under 24 C.F.R. Part 58. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit E.

Program Name: Emergency Solutions Grants Program (ESG)  
NOFA Date: 12/31/2024  
Approve Date: 2/6/2025  
Prep. Date:

## EXHIBIT A

- A. Contractor must obligate all funds within 120 days from the date of the award notification letter for funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general-purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the service providers are subject to obligate the funds within one hundred and twenty (120) days from the date of the award notification letter received by the general-purpose local government.
- B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG funds within 120 days from the date the Department made grant funds available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification.
- C. Contractor and its service providers agree that the Work shall be completed by the expenditure date specified in Exhibit A and that the Work will be provided for the full term of this Agreement.

#### 4. **Term of Agreement and Deadlines**

- A. This Agreement will expire on the date ("Expiration Date") described in Exhibit E.
- B. All Program funds shall be expended by the dates ("Expenditure Milestones") described in Exhibit E
- C. All final Request for Funds (RFF) shall be submitted to the Department within 30 days after the expenditure deadline.
- D. Reimbursements will not be made after this Agreement expires.
- E. The first funds request must be submitted within 120 days from the execution date of this Agreement. Contractors must submit a request for funds no less than once per quarter. Funds not drawn in a timely manner may be recaptured and reallocated. All expenditures claimed in a request for disbursement must be eligible, reasonable, and be accompanied by detailed supporting documentation. (24 C.F.R. § 576.203)
- F. The Department may establish minimum disbursement amounts or other related

Program Name: Emergency Solutions Grants Program (ESG)

NOFA Date: 12/31/2024

Approve Date: 2/6/2025

Prep. Date:

**EXHIBIT A**

procedures necessary for the efficient administration of the ESG program.

G. Expenditure and Milestone Expectations

- 1) The Contractor must draw down and expend funds from each year's grant not less than once during each quarter of the Contractor's program year. For each Annual Funding Cycle, all of the Contractor's grant must be expended for eligible activity costs within 24 months after the date HUD signs the grant agreement with the recipient. For the purposes of this paragraph, expenditure means either an actual cash disbursement for a direct charge for a good or service or an indirect cost or the accrual of a direct charge for a good or service or an indirect cost.
- 2) Contractor must expend their award by the dates referenced in the table below and in Exhibit E. The term of this agreement is five (5) year, and it may be amended via 'Standard Agreement Amendment #1 Execution' for the '**Annual Funding Cycle 2025 - 2027**' and also amended via 'Standard Agreement Amendment #2 Execution' for the '**Annual Funding Cycle 2026 - 2028**'.

| <b>Annual Funding Cycle 2024 - 2026</b>              |  |
|--|--|
| Expenditure Deadline<br>(75 percent of total award)  | August 27, 2026<br>Maximum Recapture (as a percentage of total award) is the difference between 75 percent of the total award and the amount drawn in IDIS <sup>1</sup> as of August 28, 2026.   |
| Expenditure Deadline<br>(100 percent of total award) | September 26, 2026<br>Requests for reimbursement can occur until November 25, 2026.<br><br>Maximum Recapture (as a percentage of total award) is the difference between 100 percent of the total award and the amount drawn in IDIS as of November 25, 2026. |
| <b>Annual Funding Cycle 2025 - 2027</b>              |  |

<sup>1</sup> The Integrated Disbursement and Information System (IDIS) provides HUD with current information regarding the program activities underway across the Nation, including funding data. HUD uses this information to report to Congress and to monitor grantees. IDIS is the draw down and reporting system for the [Emergency Solutions Grants \(ESG\)](#) program.

Program Name: Emergency Solutions Grants Program (ESG)  
 NOFA Date: 12/31/2024  
 Approve Date: 2/6/2025  
 Prep. Date:

**EXHIBIT A**

|   |   |
|---|---|
| Commitment of ESG Funds (Standard Agreement Amendment #1 Execution) | Date TBD<br>(Approximately 90 days from HUD-Department FY2025 Grant Agreement Execution)  |
| Expenditure Deadline<br>(75 percent of total award)                 | Date TBD<br>(60 days before 100 percent expenditure deadline)<br><br>Maximum Recapture (as a percentage of total award) is the difference between 75 percent of the total award and the amount drawn in IDIS as of Date TBD.          |
| Expenditure Deadline<br>(100 percent)                               | Date TBD<br>(24 months from HUD-Department Grant Agreement Execution)<br><br>Maximum Recapture (as a percentage of total award) is the difference between 100 percent of the total award and the amount drawn in IDIS as of Date TBD. |
| Contract Deadline   | Date TBD<br>(5 years from Standard Agreement Execution)   |
| <b>Annual Funding Cycle 2026 - 2028</b>                             |   |
| Commitment of ESG Funds (Standard Agreement Amendment #2 Execution) | Date TBD<br>(Approximately 90 days from HUD-Department FY2026 Grant Agreement Execution)  |
| Expenditure Deadline<br>(75 percent of total award)                 | Date TBD<br>(60 days before 100 percent expenditure deadline)<br><br>Maximum Recapture (as a percentage of total award) is the difference between 75 percent of the total award and the amount drawn in IDIS as of Date TBD.          |
| Expenditure Deadline<br>(100 percent of total award)                | Date TBD<br>(24 months from HUD-Department Grant Agreement Execution)<br><br>Maximum Recapture (as a percentage of total award) is the difference between 100 percent of the total award and the amount drawn in IDIS as of Date TBD. |
| Contract Deadline   | Date TBD<br>(5 years from Standard Agreement Execution)   |

Program Name: Emergency Solutions Grants Program (ESG)  
 NOFA Date: 12/31/2024  
 Approve Date: 2/6/2025  
 Prep. Date:

## EXHIBIT A

- 3) Should the Contractor not meet the Expenditure Milestones referenced in this Agreement and amendments, the Department, in its sole and absolute discretion, reserves the right to recapture unexpended funds.
- 4) Performance and Expenditure Milestone Requirements are described in Exhibit E.
- 5) Failure to meet any given Expenditure Milestones identified in Exhibit E, may result in loss of program eligibility and may restrict the Contractor from applying for additional ESG funding until the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.
- 6) Contractors that do not expend their entire grant award (100%) by the Expenditure Milestone identified in Exhibit E may not be allowed to apply for future funding for the next two Annual Funding Cycles. The Department reserves the right to review the penalty on a case-by-case basis and make a final determination on future funding at the Department's sole discretion. If the penalty is upheld, the Continuum of Care (the "CoC") may select another Applicant. Refer to Section 202(c) of the Guidelines. This penalty may be reconsidered by the Department, in its sole discretion, in the event of an emergency or declared disaster as outlined in Section 204 of the Guidelines.

### H. Deadlines for Obligating Funds

- 1) Within 60 days from the date that HUD signs the grant agreement with the State (or grant amendment for reallocated funds), the State must obligate the entire grant, except the amount for any administrative costs. This requirement is met by a subgrant agreement with, or a letter of award requiring payment from the grant to, a Contractor.
- 2) Within 120 days after the date that the State obligates its funds to a unit of general-purpose local government, the Contractor must obligate all of those funds by a subgrant agreement with, or a letter of award requiring payment to, a private nonprofit organization; a procurement contract; or the written designation of a department within the government of the Contractor to directly carry out an eligible activity.

### I. Payments to Contractors

- 1) The State must pay each Contractor for allowable costs within 30 days after receiving the Contractor's complete payment request. This requirement also applies to each Contractor that is a unit of general-

Program Name: Emergency Solutions Grants Program (ESG)

NOFA Date: 12/31/2024

Approve Date: 2/6/2025

Prep. Date:

## EXHIBIT A

purpose local government.

- J. The Department may impose sanctions, as well as any other remedies available to it under law or the Guidelines, on a Contractor for failure to abide by any State and federal laws, regulations, and guidelines applicable to the ESG program. As the Department deems appropriate or necessary, sanctions include, without limitation, any or all of the following:
- 1) Conditioning a future ESG grant on compliance with specific laws or regulations;
  - 2) Directing a Contractor to stop incurring costs under the current grant;
  - 3) Requiring that some or all of the grant amounts be remitted to the Department;
  - 4) Reducing the amount of grant funds, a Contractor would otherwise be entitled to receive;
  - 5) Barring a Contractor and or its organization from applying for future funding for at least the next three Annual Funding Cycles. If the penalty is upheld, the CoC may select another Applicant. Refer to Section 202 (b) of the Guidelines;
  - 6) In addition, the Department may prohibit a Contractor from awarding to a particular Service Provider of the Contractor until appropriate actions are taken to ensure compliance with ESG requirements; and/or
  - 7) Taking any other actions permitted pursuant to 24 C.F.R. § 576.501.

### 5. **Scope of Work Revisions and Amendments**

- A. Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department in writing prior to implementation. If approved, Contract Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:
- 1) Budget revisions which do not change the total award amount.

Program Name: Emergency Solutions Grants Program (ESG)  
NOFA Date: 12/31/2024  
Approve Date: 2/6/2025  
Prep. Date:

## EXHIBIT A

- 2) Changes to the Authorized Representative supported by the Resolution of the Authorizing Board.
  - 3) Proposals made by the Contractor to change the funded provider or eligible activity consistent with Guidelines, if necessary, to meet the requirements of this Chapter or to expend its funding allocation. All changes must comply with the requirements of the Guidelines Sections 300 and 306.
  - 4) Line-item changes to the budget provided that the Contractor notifies the Department of the need for changes to update IDIS.
- B. Line-item changes representing more than 25 percent of the overall budget requires a contract amendment as referenced in Section 306 of the Guidelines.

### 6. **ESG Program Contract Management**

- A. Department Contract Manager: For purposes of this Contract the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Federal Financial Assistance, or such person's designee. Written communication regarding this Contract shall be directed to the ESG Program Representative at the following address:
- Department of Housing and Community Development  
Division of Financial Assistance, Federal Programs Branch  
Emergency Solutions Grants Program Representative  
651 Bannon Street, SW Tower, Suite 400  
Sacramento, California 95811  
Email: [ESGNOFA@hcd.ca.gov](mailto:ESGNOFA@hcd.ca.gov)
- B. Contract Management: Day-to-day administration of this Contract shall take place through the computer System of Record (currently eCivis) online grant management system, including, but not limited to:
- 1) Requests for Funds and Detailed Expense Forms;
  - 2) Budget Revision Forms;
  - 3) Annual Reports;
  - 4) Submittal of any and all requested supporting documentation;

Program Name: Emergency Solutions Grants Program (ESG)  
NOFA Date: 12/31/2024  
Approve Date: 2/6/2025  
Prep. Date:

## EXHIBIT A

- 5) Standard Agreement Revisions (non-material contract changes);
  - 6) Standard Agreement Amendments (material contract changes).
- C. Contract Coordinator: The Contractor's Contract Coordinator must be a contractor's employee as identified in Exhibit E. Any notice, report, or other communication required by this Contract shall be directed to the Contractor's Contract Coordinator at the contact information identified in Exhibit E. Written communication shall be directed to the Contractor's Contract Coordinator as identified in Exhibit E.

### 7. **Capacity to Contract**

Contractor has the capacity and authority to fulfill the obligations required of and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

### 8. **Authority to Execute**

- A. Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.
- B. Authorized Signatory for Contracts involving City Contractors
  - a. Charter Cities
    - i. General: Authority to sign and execute written contracts, resolutions, conveyances, or any other document having the authority to legally bind the city are determined by the current City Charter.
    - ii. No direction provided in City Charter: then the Department requires that the mayor or mayor pro tempore sign any contract and or conveyances made or entered into by the city as the authorized signer for the city. City Contractor will be required to provide to the Department a resolution from the City Council authorizing the mayor to sign standard agreements or any other required documents.

Program Name: Emergency Solutions Grants Program (ESG)  
NOFA Date: 12/31/2024  
Approve Date: 2/6/2025  
Prep. Date:

## EXHIBIT A

- iii. Delegation: The City Charter needs to determine if there is any delegation authority. If silent, then the Department requires mayor or mayor pro tempore to sign without delegation.

### b. General Law Cities

- i. General: Pursuant to Government Code Sections 40601 and 40602, the Mayor or Mayor pro tempore must sign all written contracts and conveyances made or entered into by the city, unless the city has an ordinance in effect that specifically allows contracts to be signed by an officer other than the mayor or mayor pro tempore.
- ii. No Ordinance: Accordingly, if the city does not have a city ordinance described above, then the Department requires that the mayor or mayor pro tempore sign any contract and or conveyances made or entered into by the city as the authorized signer for the city. City Contractor will be required to provide to the Department a resolution from the City Council authorizing the mayor to sign standard agreements, amendments, and any other required documents.
- iii. Delegation: The mayor or mayor pro tempore may not delegate to a third party his or her authority to sign documents under this provision unless there is an ordinance in effect that expressly authorizes such delegation and a duly authorized resolution reflecting such delegation is provided to the Department.
- iv. With Ordinance: If the city does have an ordinance as described above, the Department requires the city to provide a copy of such ordinance and meet all other requirements of Section 205 (b)(1) of these guidelines.

c. City Charter Application: Constitution Article XI Local Government, Section 7, states that a county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.

## 9. Contractor's Contract Coordinators

Program Name: Emergency Solutions Grants Program (ESG)

NOFA Date: 12/31/2024

Approve Date: 2/6/2025

Prep. Date:

## EXHIBIT A

Contractor's Authorized Representative for the Contract is identified in Exhibit E.  
Unless otherwise informed, any notice, report or other communication required by this  
Contract will be mailed by first class mail to the address as shown in Exhibit E.

SAMPLE

Program Name: Emergency Solutions Grants Program (ESG)  
NOFA Date: 12/31/2024  
Approve Date: 2/6/2025  
Prep. Date: