

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 8 PAGES

AGREEMENT NUMBER

24-ESG-00059

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

County of Fresno

2. The term of this Agreement is:

START DATE

10/15/2025

THROUGH END DATE

10/14/2030

3. The maximum amount of this Agreement after this Amendment is:

\$842,305.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This amendment is to increase total contract amount by \$404,595.00.

B. STD 213A, Item 3, The maximum amount of this Agreement after this Amendment is changing from \$437,710.00 to \$842,305.00.

C. Exhibit E (Project Specific Provisions and Special Terms and Conditions) is hereby deleted in its entirety and replaced with a new Exhibit E, (Project Specific Provisions and Special Terms and Conditions) Rev. 03/2026 attached hereto.

D. Exhibit F (Amendments to the Agreement) is hereby added and attached hereto.

E. Exhibit G (Additional Amendments to the Agreement) is hereby added and attached hereto.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Fresno

CONTRACTOR BUSINESS ADDRESS

2281 Tulare Street, Suite 304

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

Garry Bredefeld

TITLE

Chairman, County Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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Purchasing Authority Number

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Service Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per: SCM Vol. 1, 4.04.3 (DGS Memo dated 6/12/1981)

EXHIBIT E

PROJECT SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

A. Project Specific Provisions

The following are project specific terms and conditions as a result of the application submitted in response to the ESG NOFA dated December 31, 2024, and shall inform the references made to project specific information not contained in prior exhibits.

Grant Year	Contractor Name	CoC Total Yearly Award Allocation	Estimated Contractor Amount
FY2024	County of Fresno	\$ 437,710.00	\$ 437,710.00
FY2025	County of Fresno	\$ 404,595.00	\$ 404,595.00
FY2026	County of Fresno	TBD	<<FY26 AWARD AMOUNT>>

1. Scope of Work

For the purposes of performing the Work, the Department agrees to provide the amount shown above. In no instance shall the Department be liable for any costs for Work in excess of this amount, nor for any unauthorized or ineligible costs. The ESG Recipient agrees to administer this allocation in accordance with the provisions of 24 C.F.R. Part 576 and 24 C.F.R. Part 91 and the Guidelines.

2. Term of Agreement

The terms of the Agreement have an Expiration Date of 5 years from the execution date of the Agreement. This Agreement will have Expenditure Milestones and other deadlines for each fiscal year of funding, as outlined in the Guidelines and NOFA.

Program Name: Emergency Solutions Grants Program (ESG)
 NOFA Date: 12/31/2024
 Approved Date: 2/6/2025
 Prep. Date: 3/30/2026

EXHIBIT E

Amendments and Revisions

This agreement can be amended to add additional funds subject to congressional appropriation and allocation to the State as evidenced by a HUD grant agreement. The Contractor must be in compliance with all ESG and Department requirements.

3. Contractor's Contract Coordinators

Authorized Representative Name	Garry Bredefeld
Authorized Representative Title	Chairman, County Board of Supervisors
Agency Name	County of Fresno
Address	2281 Tulare Street, Suite 304 Fresno, CA 93721
Phone No.	(559) 600-2000
Email Address	District2@fresnocountyca.gov

Program Name: Emergency Solutions Grants Program (ESG)
NOFA Date: 12/31/2024
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EXHIBIT E

4. Budget Detail and Payment Provisions

Rapid Re-Housing Assistance	\$ 218,855.00
Emergency Shelter	\$ 144,444.00
Street Outreach	\$ 65,657.00
Homelessness Prevention	
Homeless Management Information System	\$ 4,377.00
Grant Administration	\$ 4,377.00
TOTAL 2024 GRANT AWARD AMOUNT:	\$ 437,710.00

Rapid Re-Housing Assistance	\$ 202,298.00
Emergency Shelter	\$ 133,516.00
Street Outreach	\$ 60,689.00
Homelessness Prevention	
Homeless Management Information System	\$ 4,046.00
Grant Administration	\$ 4,046.00
TOTAL 2025 GRANT AWARD AMOUNT:	\$ 404,595.00

Program Name: Emergency Solutions Grants Program (ESG)
 NOFA Date: 12/31/2024
 Approved Date: 2/6/2025
 Prep. Date: 3/30/2026

EXHIBIT F

AMENDMENTS TO THE AGREEMENT

A. Amended or Superseded Exhibit Provisions

This Standard Agreement has been amended to update 2025-2027 Annual Funding Cycle amounts, expenditure milestones, and deadline dates.

The following are applicable to this Agreement and shall control notwithstanding any other provision of this agreement, specifically:

1. Exhibit A, Section 4.G. (2) Table: 2024-2026, 2025-2027, and 2026-2028 Annual Funding Cycles are superseded and replaced in its entirety with the following provisions:

Annual Funding Cycle 2024 - 2026	
Expenditure Deadline (75 percent of total award)	<p style="text-align: center;">August 27, 2026</p> <p>Maximum Recapture (as a percentage of total award) is the difference between 75 percent of the total award and the amount drawn in IDIS¹ as of August 28, 2026.</p>
Expenditure Deadline (100 percent of total award)	<p style="text-align: center;">September 25, 2026</p> <p>Requests for reimbursement can occur until October 25, 2026.</p> <p>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 24, 2026.</p>
Annual Funding Cycle 2025 - 2027	
Commitment of ESG Funds (Standard Agreement Amendment #1 Execution)	<p style="text-align: center;">January 2026</p> <p>(Approximately 90 days from HUD-Department FY2025 Grant Agreement Execution)</p>

¹ 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

Approved Date: 2/6/2025

Prep. Date: 3/30/2026

EXHIBIT F

Expenditure Deadline (50 percent of total award)	September 23, 2026 (365 days before 100 percent expenditure deadline) Maximum Recapture (as a percentage of total award) is the difference between 50 percent of the total award and the amount drawn in IDIS as of September 24, 2026.
Expenditure Deadline (75 percent of total award)	March 29, 2027 (Approximately 180 days before 100% expenditure deadline) 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 March 30, 2027.
Expenditure Deadline (100 percent)	September 23, 2027 (24 months from HUD-Department Grant Agreement Execution) Requests for reimbursement can occur until October 23, 2027. 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 22, 2027.
Annual Funding Cycle 2026 - 2028	
Commitment of ESG Funds (Standard Agreement Amendment #2 Execution)	Date TBD (Approximately 90 days from HUD-Department FY2026 Grant Agreement Execution)
Expenditure Deadline (75 percent of total award)	Date TBD (60 days before 100 percent expenditure deadline) 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.

Program Name: Emergency Solutions Grants Program (ESG)
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EXHIBIT F

<p>Expenditure Deadline (100 percent of total award)</p>	<p>Date TBD (24 months from HUD-Department Grant Agreement Execution)</p> <p>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.</p>
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2. Exhibit D, Section 1. ESG Program Terms and Conditions is superseded and replaced in its entirety with the following provision:

a. Federal Grant Identification

i. Annual Funding Cycle 2024-2026.

HUD Grant No: E-24-DC-06-0001

CFDA Number: 14.231

Date HUD Grant Agreement Signed: September 26, 2024

ii. Annual Funding Cycle 2025-2027.

HUD Grant No: E-25-DC-06-0001

CFDA Number: 14.231

Date HUD Grant Agreement Signed: September 24, 2025

iii. Annual Funding Cycle 2026-2028.

HUD Grant No: TBD

CFDA Number: TBD

Date HUD Grant Agreement Signed: TBD

Program Name: Emergency Solutions Grants Program (ESG)
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Prep. Date: 3/30/2026

EXHIBIT G

ADDITIONAL AMENDMENTS TO THE AGREEMENT

A. Amended or Superseded Exhibit Provisions

This Standard Agreement has been amended to reflect conditions applicable to the Addendum 1 policy requirements found in the Department's 2025 HUD Grant Agreement.

That amendment requires the Department to include the conditions set forth herein. However, On September 10, 2025, the United States District Court of the District of Rhode Island via Memorandum and Order (Case No. 1:25-cv-00345) enjoined the United States Department of Justice from enforcing or implementing Conditions 6 and 8, specified below. Unless and until the preliminary injunction is lifted, and pursuant to and in accordance with the Stipulation entered December 8, 2025, wherein the United States Department of Justice in the same case agreed and stipulated to never enforce or apply the HUD Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) Notice until such time as judgment on the merits has been issued, Recipient is not obligated under this Standard Agreement to implement Condition 6 or 8. The Department will notify Recipient if and when the preliminary injunction is vacated, at which time Recipient will be obligated to apply Conditions 6 and 8.

The following conditions are added to this Agreement and shall control notwithstanding any other provision of this agreement, as applicable, specifically:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective

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EXHIBIT G

- abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the Department's Consolidated Plan and its application for federal assistance, funds made available under the 2025 HUD Grant Agreement shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFA requirements implementing Executive Orders that have been revoked.
 6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
 7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
 8. The Department (HCD) or the Recipient and/or its agents as applicable, as directed by the federal government, must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
 9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

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Fund 0001
Subclass 10000
Org 56107092
Account 4375

Fund 0001
Subclass 10000
Org 5428
Account 7870