CITY OF FRESNO
STATE AND LOCAL FISCAL RECOVERY FUNDS
(PART OF THE AMERICAN RESCUE PLAN ACT)
GRANT AGREEMENT BETWEEN THE CITY OF FRESNO
AND FRESNO RESCUE MISSION AND FRESNO CITY CENTER

THIS State and Local Fiscal Recovery Funds Grant Agreement (AGREEMENT) is entered into on December 9, 2024, by and between the City of Fresno, a municipal corporation (CITY), and Fresno Rescue Mission, Inc., a California nonprofit public benefit corporation and Fresno City Center, Inc., a California nonprofit benefit corporation (GRANTEE).

RECITALS

A. WHEREAS, the CITY has received State and Local Fiscal Recovery Funds (SLFRF) from the U.S. Department of the Treasury under the American Rescue Plan Act (Pub.L. 117-2) (Act) and is subject to any constraints set forth therein including but not limited to, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (31 CFR Part 35).

B. WHEREAS, the City has elected to use a portion of the SLFRF allocation to support the COVID-19 Public Health and Economic Response to address impact on households and communities by using funds to reduce homelessness by providing emergency housing assistance, including temporary residences for people experiencing homelessness, an eligible use of funds under the Act.

C. WHEREAS, the Project, as defined below, serves the intent of the SLFRF Program by providing homelessness assistance through the development of non-congregate shelter units that can be used for emergency shelter to reduce homelessness, increase housing stability, and support those facing housing-related hardships.

D. WHEREAS, GRANTEE desires to act as the owner/developer/operator exercising effective project control, as to the acquisition/construction of a new shelter facility for Transitional Age Youth, ages 18 to 24, inclusive, experiencing or at-risk of homelessness, and related on-site and off-site improvements as more particularly described in **Exhibit "A"** incorporated herein (Project).

E. WHEREAS, GRANTEE will acquire and construct upon SLFRF Program-eligible property located at 2111 E. Dakota (Property) to be owned by GRANTEE.

F. WHEREAS, to further its goal to decrease homelessness among Transitional Age Youth within the city of Fresno, the CITY desires to assist GRANTEE by providing a One Million Five Hundred Thousand Dollars and 00/100 ($1,500,000.00) SLFRF Program Grant to the Project (Grant) upon the terms and conditions in this Agreement.

G. WHEREAS, the CITY has determined that this Agreement is in the best interest of, and will materially contribute to, the Housing Element of the General Plan. Further, the CITY has found that the Project: (i) will have a positive influence in the neighborhood and surrounding environs, (ii) is in the vital and best interest of the CITY, and the health, safety, and welfare of CITY residents, (iii) complies with applicable federal, State, and local laws and requirements, (iv) planning and administrative expenses incurred in pursuit hereof are necessary for the reduction of homelessness among

Transitional Age Youth within the city, and (vi) will comply with any and all owner participation rules and criteria applicable thereto.

H. WHEREAS, the CITY and GRANTEE have determined that GRANTEE activities constitute routine programmatic/grantee activities utilizing available and allocated program/grantee funding, outside the reach of the California Constitution Article XXXIV and enabling legislation.

I. WHEREAS, the parties acknowledge and agree that the obligations and liabilities of GRANTEE hereunder shall be joint and several unless and except to any extent expressly provided otherwise.

J. WHEREAS, this Agreement will be administered for the CITY by its Planning and Development Department, Housing Finance Division.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The GRANTEE shall perform to the satisfaction of the CITY the services described in **Exhibit "A"**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit "A"**.

2. Grant Amount. The CITY shall provide the GRANTEE with a grant of SLFRF funds in the amount of One Million Five Hundred Thousand Dollars and 00/100 ($1,500,000.00) for the services described in **Exhibit "A"**, all under the terms and conditions provided in this Agreement for payment of eligible acquisition/construction costs in accordance with the Budget set forth in **Exhibit "B"** incorporated herein.

3. Term of Agreement and Time for Performance. This Agreement shall be effective from the Effective Date through December 31, 2026, subject to earlier termination in accordance with this Agreement. The services as described in **Exhibit "A"** are to commence upon the Effective Date and shall be completed prior to expiration of this Agreement in accordance with any performance schedule set forth in **Exhibit "A"**.

4. Amendment to Increase or Decrease Scope of Services. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative of the CITY and the GRANTEE. The GRANTEE shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

5. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of the CITY or to the GRANTEE upon the earlier of: (i) the GRANTEE filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the GRANTEE; (ii) seven calendar days prior written notice with or without cause by the CITY to the GRANTEE; (iii) the CITY's non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement,

the GRANTEE shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the CITY any and all unearned payments and all properties and materials in the possession of the GRANTEE that are owned by the CITY. Subject to the terms of this Agreement, the GRANTEE shall be paid compensation for labor and supervision costs prior to the effective date of termination. The GRANTEE shall not be paid for any services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of the GRANTEE to satisfactorily perform in accordance with the terms of this Agreement, the CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the CITY's damages caused by such failure. In no event shall any payment by the CITY pursuant to this Agreement constitute a waiver by the CITY of any breach of this Agreement which may then exist on the part of the GRANTEE, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach.

(d) Upon any breach of this Agreement by the GRANTEE, the CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that the CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) Upon any breach of this Agreement by the CITY, the GRANTEE may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that the GRANTEE improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(f) The GRANTEE shall provide the CITY with adequate written assurances of future performance in the event the GRANTEE fails to comply with any terms or conditions of this Agreement.

(g) The GRANTEE shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the GRANTEE and without its fault or negligence such as, acts of God or the public enemy, acts of the CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The GRANTEE shall notify the CITY in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Administrator of the cessation of such occurrence.

6. Subcontracting.

(a) If the GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, the GRANTEE shall cause each subcontractor to

also comply with the requirements of this Agreement.

(b) This Section 6 shall survive expiration or termination of this Agreement.

7. Professional Skill. It is further mutually understood and agreed by and between the GRANTEE and the CITY hereto that inasmuch as the GRANTEE represents to the CITY that the GRANTEE and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the CITY relies upon the skill of the GRANTEE and any subcontractors to do and perform such services in a skillful manner and the GRANTEE agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the CITY shall not operate as a release of the GRANTEE or any subcontractors from said professional standards.

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

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

Notwithstanding the aforementioned, the GRANTEE recognizes that the source of funds for the grant to be provided hereunder is the from CITY's allocation of SLFRF. To this end the GRANTEE shall, without limitation, indemnify the CITY, and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages incurred by the CITY from any and all claims, demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the GRANTEE or any of its officers, officials, employees, agents, or volunteers in the performance of this Agreement and compliance with the SLFRF.

This section shall survive termination or expiration of this Agreement.

9. Insurance.

(a) Throughout the life of this Agreement, GRANTEE shall pay for and maintain in full force and effect all insurance as required in Exhibit C with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating

Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, GRANTEE or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to GRANTEE shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve GRANTEE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by GRANTEE shall not be deemed to release or diminish the liability of GRANTEE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by GRANTEE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of GRANTEE, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

10. Conflict of Interest and Non-Solicitation.

(a) Prior to the CITY's execution of this Agreement, the GRANTEE shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit "D."** During the term of this Agreement, the GRANTEE shall have the obligation and duty to immediately notify the CITY in writing of any change to the information provided by the GRANTEE in such statement.

(b) The GRANTEE shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, State, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the CITY, the GRANTEE shall provide a written opinion from its legal counsel and that of any subcontractor that, after a due diligent inquiry, the GRANTEE and the respective subcontractor(s) are in full compliance with all laws and regulations. The GRANTEE shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any

facts giving rise to the appearance of a conflict of interest, the GRANTEE shall immediately notify the CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, the GRANTEE shall not employ or retain the services of any person while such person either is employed by the CITY or is a member of any CITY council, commission, board, committee, or similar CITY body.

(d) The GRANTEE represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither the GRANTEE, nor any of the GRANTEE's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. The GRANTEE and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law. The GRANTEE shall remain responsible for complying with Section 10(b), above.

(f) If the GRANTEE should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the GRANTEE shall include the provisions of this Section 10 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 10 shall survive expiration or termination of this Agreement.

11. SLFRF Compliance and Certification. The GRANTEE shall submit requests for reimbursement only for labor and supervision costs eligible for payment and in compliance with this Agreement.

The GRANTEE shall provide the CITY with a quarterly expenditure and performance report, as defined in the Final Rule and Treasury Department's SLFRF Compliance and Reporting Guidance (CRG). The GRANTEE shall also provide an annual report as required under the CRG. These reports shall be in a form specified under the CRG and shall be accompanied by invoices and receipts that substantiate the figures on the expenditure report. Additionally, a certification signed by the Chief Executive or designee of the GRANTEE certifying that the uses of the grant funds are consistent with those allowed under SLFRF ARPA, shall be included with the expenditure report and substantiating documentation. As applicable, the GRANTEE shall comply with all applicable requirements of 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the provision of a single audit (generally applicable where funding from all federal sources in any fiscal year exceeds $750,000), and to such extent shall submit to the CITY any applicable auditor's reports and audited financial statements no later than three (3) months after the GRANTEE's fiscal year end. The GRANTEE shall be responsible for determining the applicability of the foregoing. As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if: (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement

contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. If the GRANTEE is already disclosing this information as part of another agreement involving Federal monies, the GRANTEE shall provide documentation to the CITY that it is fulfilling this requirement. The GRANTEE's failure to provide a Certification or provide either the quarterly or annual expenditure/performance reports may be considered a default of this Agreement under Section 5 of this agreement. If the GRANTEE is found to have provided services to ineligible individual, households, or entities or made an ineligible expenditure, the CITY shall have the right to reclaim a dollar amount from the GRANTEE that is equal to the amount determined to be ineligible.

12. General Terms.

(a) Except as otherwise provided by law, all notices expressly required by the CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the City Manager.

(b) The CITY is required under 2 CFR 200 and 200.332 to manage and monitor grantees in compliance with ARPA guidance. Accordingly, the GRANTEE agrees to permit the CITY staff to conduct one performance review during the term of this Agreement. The CITY has the right to conduct additional performance reviews both during the term of this Agreement and after the Agreement's term should the CITY believe these reviews are necessary. Records of the GRANTEE expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the CITY upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. Records related to the GRANTEE's performance metrics shall be made available and retained for the same time periods as the Project's expense data. The GRANTEE shall furthermore comply with all funding requirements as set forth in SLFRF. If the GRANTEE fails to provide the CITY staff access or documentation necessary to conduct a CITY-requested performance review, the CITY may terminate this Agreement in accordance with Section 5.

In addition, all books, documents, papers, and records of the GRANTEE pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit, or other action is commenced before the expiration of said time period, all records shall be retained and made available to the CITY until such action is resolved, or until the end of said time period whichever shall later occur. If the GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, the GRANTEE shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 12(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by the CITY, the GRANTEE shall have provided evidence to the CITY that the GRANTEE is licensed to perform the services called for by this Agreement (or that no license is required). If the GRANTEE should subcontract all or any portion of the work or services to be performed under this

Agreement, the GRANTEE shall require each subcontractor to provide evidence to the CITY that the subcontractor(s) are licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

13. Nondiscrimination. To the extent required by controlling federal, State, and local law, the GRANTEE shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the GRANTEE agrees as follows:

(a) The GRANTEE will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) The GRANTEE will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. The GRANTEE shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Such requirement shall apply to the GRANTEE's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

(d) The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the GRANTEE's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If the GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, the GRANTEE shall cause each subcontractor to also comply with the requirements of this Section 13.

14. Independent Contractor.

(a) In the furnishing of the services provided for herein, the GRANTEE is acting solely as an independent contractor. Neither the GRANTEE, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the CITY for any purpose. The CITY shall have no right to control or supervise or direct the manner or method by which the GRANTEE shall perform its work and functions. However, the CITY shall retain the right to administer this Agreement so as to verify that the GRANTEE is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between the GRANTEE and the CITY. The GRANTEE shall have no authority to bind the CITY absent the CITY's express written consent. Except to the extent otherwise provided in this Agreement, the GRANTEE shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, the GRANTEE and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the CITY employees. The GRANTEE shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, the GRANTEE shall be solely responsible, indemnify, defend and save the CITY harmless from all matters relating to employment and tax withholding for and payment of the GRANTEE's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the CITY's employment benefits, entitlements, programs and/or funds offered employees of the CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the GRANTEE may be providing services to others unrelated to the CITY or to this Agreement.

15. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

16. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

17. Assignment.

(a) This Agreement is personal to the GRANTEE and there shall be no assignment by the GRANTEE of its rights or obligations under this Agreement. Any attempted assignment by the GRANTEE, its successors or assigns, shall be null and void

unless approved in writing by the City Manager.

(b) The GRANTEE hereby agrees not to assign the payment of any monies due the GRANTEE from the CITY under the terms of this Agreement to any other individual(s), corporation(s), or entity(ies). The CITY retains the right to pay any and all monies due the GRANTEE directly to the GRANTEE.

18. Compliance With Law. In providing the services required under this Agreement, the GRANTEE shall at all times comply with all applicable laws of the United States, including but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the State of California and the CITY, and all other applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

19. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

20. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

21. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

22. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

23. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

26. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions

expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. No Third-Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

29. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the CITY and the GRANTEE.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____ 12/14/24
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____ 12/11/24
Angela M. Karst Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____ 12/13/24
Deputy Date

FRESNO RESUCE MISSION, INC., a California nonprofit public benefit corporation

By: _____
Name: Matthew Dildine
Title: CEO

By: _____
Name: _____
Title: _____
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

FRESNO CITY CENTER, INC., a California nonprofit public benefit corporation

By: _____
Name: Matthew Dildine
Title: CEO

By: _____
Name: Don Eskes
Title: Secretary
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

Addresses:
CITY:
City of Fresno
Planning and Development
Attn: Phil Skei, Assistant Director
2600 Fresno Street, Room 3065,
Fresno CA 93721
Phone: (559) 621-8012

GRANTEE:
Fresno Mission, Inc.
2025 East Dakota Avenue
Fresno, CA 93726

Attachments:
Exhibit A - Scope of Services
Exhibit B - Budget
Exhibit C - Insurance Requirements
Exhibit D - Conflict of Interest Disclosure Form

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On December 12, 2024 before me, T Machado, Notary Public
(insert name and title of the officer)

personally appeared Georgeanne A. White,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NRO1 T. MACHADO
COMM. #2469751
Notary Public · California
Fresno County
My Comm. Expires Nov. 5, 2027 NRO1

Signature T. Machado (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On December 9, 2024 before me, Celest Renteria, Notary Public
(insert name and title of the officer)

personally appeared Matthew Dildine,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CELEST RENTERIA
Notary Public - California
Fresno County
Commission # 2442662
My Comm. Expires Mar 28, 2027

Signature Celest Renteria (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On December 09, 2024 before me, Celest Renteria, Notary Public
(insert name and title of the officer)

personally appeared Don Eskes,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CELEST RENTERIA
Notary Public - California
Fresno County
Commission # 2442662
My Comm. Expires Mar 28, 2027

Signature Celest Renteria (Seal)

EXHIBIT "A"
SCOPE OF SERVICES

The work to be performed by the GRANTEE for the completion of the Project includes but is not limited to, the following:

- Acquire the interim housing site.
- Complete project construction.
- Obtain all necessary entitlements including a rezone, plan amendment, and final subdivision map (if applicable).
- Obtain all the necessary utilities for the property (electricity, gas, sewer, water, cable, garbage, etc.).
- Construct the required on- and off-site improvements.
- If required, commission environmental assessments and studies (CEQA and NEPA) and comply with mitigation measures.
- Obtain the necessary bonds and insurances.

The following activities are anticipated to occur on the Property but are not expressly a part of the Grant:

- Work with community, lived-experience and/or neighborhood groups as part of the planning process.
- If required, secure senior financing to complete development of the project.
- Provide funding for shelter operations for a term of no less than 15 years.
- Provide and/or obtain shelter operations provider with demonstrated experience operating Transitional Age Youth shelter facilities.
- The target population of the TAY shelter services are individuals that are from the age of 18 to 24 years that are within the City of Fresno that are currently experiencing homelessness, or at imminent risk of homelessness, regardless of sexual orientation, marital status or gender identification.
- Operations of the TAY shelter will need to include the facility to be staffed 24 hours a day, 7 days a week. Include a description of the daytime and nighttime staffing ratios.
- Complete shelter operating plan, including but not limited to, triage center/emergency shelter services, referral and assessment, staffing, case management, housing search and placement, diversion pre-screening, stabilizing health interventions, or safety and security protocols.
- Emergency Shelter: Operate emergency shelter beds for TAY experiencing homelessness in the city of Fresno. Basic shelter services provided will include meals.
- Case Management: Provide intensive case management services that focus on helping participants develop a housing plan and overcome barriers to attaining permanent housing.
- Housing Search and Placement: Provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing.
- Stabilizing Heath Intervention: Provide services for stabilization of participant health issues, including substance use and mental health disorders. Individuals will be provided linkages to medical, dental, and mental health services either onsite or in the community.
- Workforce Development: provide access to jobs and/or career counseling services.

PROJECT SCHEDULE

A. Commencement of Construction: August 1, 2025

B. Completion of Construction: November 1, 2026

C. Funds Expenditure Deadline: December 31, 2026

D. Shelter Occupancy: December 1, 2026

EXHIBIT B
BUDGET SUMMARY

Construction and Perm Funding Sources and Total Development Cost

SHELTER CONSTRUCTION FINANCING

Source (Insert Name)	Proposed Funding Amount	Committed/Conditional Funding Amount	Total Funding Amount
Fresno Mission -Major Donors	$ 6,259,101	$ 2,000,000	$ 4,000,000
Fresno Mission -Private Donors	$ 2,502,249	$ 2,502,249	$ 2,502,249
NMTC Funders	$ 3,388,650	$ 5,647,751	$ 5,647,751
City Grant	$ 1,500,000	$ 1,500,000	$ 1,500,000
Total	$ 13,650,000	$ 11,650,000	$ 13,650,000

SHELTER PERMANENT FINANCING

Source (Insert Name)	Proposed Funding Amount	Committed/Conditional Funding Amount	Total Funding
Total			

TOTAL DEVELOPMENT COST

	Proposed Funding Amount	Committed/Conditional Funding Amount	Total Funding
TOTAL			
Construction Costs	$13,650,000		$ 13,650,000

EXHIBIT C
INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Abuse & Molestation) Insurances that insures against liability arising out of the bodily injury, personal injury, including mental anguish, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. The Abuse & Molestation coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal and/or physical abuse, campus crime, sexual molestation and other sexual misconducts.

MINIMUM LIMITS OF INSURANCE

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

1. COMMERCIAL GENERAL LIABILITY:
   - (i) $2,000,000 per occurrence for bodily injury and property damage;
   - (ii) $2,000,000 per occurrence for personal and advertising injury;
   - (iii) $4,000,000 aggregate for products and completed operations; and,
   - (iv) $4,000,000 general aggregate applying separately to the work performed under the Agreement.
2. COMMERCIAL AUTOMOBILE LIABILITY:
   $1,000,000 per accident for bodily injury and property damage.
3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.
4. EMPLOYER'S LIABILITY:
   - (i) $1,000,000 each accident for bodily injury;
   - (ii) $1,000,000 disease each employee; and,
   - (iii) $1,000,000 disease policy limit.

5. Professional Liability (Abuse & Molestation):

(i) $2,000,000 per claim/occurrence; and,
(ii) $4,000,000 policy aggregate.

6. BUILDERS RISK (Course of Construction) insurance in an amount equal to the completed value of the project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building, or renovation of, or addition to, an existing building.)

7. CONTRACTORS' POLLUTION LEGAL LIABILITY with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

(i) $1,000,000 per occurrence; and,
(ii) $2,000,000 general aggregate per annual policy period.

(a) In the event this Agreement involves the transportation of hazardous material, either the Commercial Automobile policy or other appropriate insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by GRANTEE pursuant to the Agreement.

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS
GRANTEE shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and GRANTEE shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS
The General Liability, Pollution Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:
1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Additional Insured status for all ongoing and completed operations under the General Liability policy shall be as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. For any claims relating to this Agreement, GRANTEE'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of GRANTEE'S insurance and shall not contribute with it. Primary and non-contributory status under the General Liability policy shall be as broad as that contained in ISO Form CG 20 01 04 13.
4. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.
All policies of insurance shall contain, or be endorsed to contain, the following provision:
GRANTEE and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

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

If the Professional Liability (Abuse & Molestation) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by GRANTEE.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by GRANTEE, GRANTEE must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS

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

VERIFICATION OF COVERAGE

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

EXHIBIT D
DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒

* If the answer to any question is yes, please explain in full below.

Explanation: _____

_____

_____

_____

_____

_____

_____

_____

☐ Additional page(s) attached.

_____
Signature

12-9-24
Date

Matthew D. Iodine
(Name)

Fresno Rescue Mission
(Company)

2025 E. Dakota Ave
(Address)

Fresno, CA 93726
(City, State Zip)

ACKNOWLEDGMENT

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State of California
County of Fresno)

On December 9 2024 before me, Celest Renteria, Notary Public
(insert name and title of the officer)

personally appeared Matthew Dildine,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CELEST RENTERIA
Notary Public - California
Fresno County
Commission # 2442662
My Comm. Expires Mar 28, 2027

Signature Celest Renteria (Seal)