

**THIRD AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE CITY OF FRESNO AND THE CECIL C. HINTON COMMUNITY CENTER A NON-PROFIT CORPORATION REGARDING FUNDING FOR THE HINTON CENTER PROJECT**

THIS THIRD AMENDMENT TO THE SERVICE AGREEMENT (Amendment) made and entered into effect on 2/11/2025, between the CITY OF FRESNO, a California municipal corporation (City), and Hinton Community Center, a California nonprofit organization (Service Provider).

**RECITALS**

WHEREAS, the City and the Service Provider entered into an agreement on April 12, 2024, (Agreement) to provide grant funding for the Hinton Center Project (the Project); and

WHEREAS, the City and the Grantee entered into a First Amendment on April 12, 2024, to modify the insurance requirements for pollution and demolition and to modify payment terms to ensure adequate insurance is in place prior to initiating any demolition or site work; and

WHEREAS, the City and Grantee entered into a Second Amendment on August 26, 2024 to modify insurance requirements for professional liability and commercial general liability to ensure adequate insurance is in place prior to initiating Tasks specified in Exhibit A; and

WHEREAS, the City and Grantee now desire to enter into a Third Amendment to amend Task 1 to increase the total amount from \$30,000 to \$46,000; amend Task 3 to decrease from \$360,000 to \$344,000; and update Overhead to clarify reimbursement eligibility with no gaps in obligations thereunder.

**AGREEMENT**

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:


1. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. Exhibit A to the Agreement shall be amended and replaced with Exhibit A-1, attached hereto and incorporated herein by reference.
3. Total compensation shall not increase.
4. Except as otherwise provided herein, the Agreement, and all obligations contained therein remain in full force and effect. In the event of any conflict between the Agreement, the First Amendment and Second Amendment, this Amendment shall control.

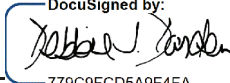
[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

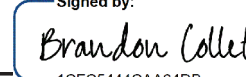
HINTON COMMUNITY CENTER,  
A California nonprofit corporation

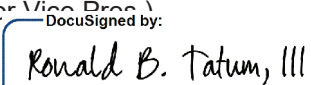
By:   
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Georgeanne A. White  
City Manager

By:  2/10/2025  
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Name: Debbie J. Darden

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

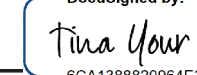
Title: President  
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By:  2/10/2025  
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Brandon M. Collet Date  
Chief Assistant City Attorney

By:  /10/2025  
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Name: Ronald B. Tatum, III

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

ATTEST:  
TODD STERMER, CMC  
City Clerk

By:  2/11/2025  
6CA1388820964E3...  
Deputy Date

Addresses:

CITY:  
City of Fresno  
Parks, After School, Recreation and  
Community Services Department  
Attention: Aaron A. Aguirre,  
Director  
1515 E. Divisadero  
Fresno, CA 93721

SERVICE PROVIDER:  
Hinton Community Center  
Attention: Contact Name Debbie J. Darden  
Title President  
Address 891 W. Kearney Blvd / Fresno, CA 93706

Attachment:  
1. Exhibit A-1

**EXHIBIT A-1**

**SECTION I - SCOPE OF WORK, SCHEDULE, BUDGET & DELIVERABLES**

**Task #1 – Grant Writer ..... \$46,000**

Grantee to hire a grant writer to seek funding for Cecil C. Hinton Community Center project.

**Deliverable(s):** Grant writer, completed grant proposal(s)  
**Timeline:** to be hired within the first 6 months of the agreement.

**Task #2 – Environmental Analysis, Demolition and Remediation ..... \$10,000**

Grant funding from the EPA has been sought to cover these costs. If grant award is not received, a budget modification between task line items may be requested utilizing the PARCS budget Modification form which can be requested by emailing PARCSContracts@Fresno.gov.

**Deliverable(s):** completion of all required environmental studies, demolition and remediation.  
**Timeline:** to be completed by end of grant term.

**Task #3 – Design Plans and Construction Documents..... \$344,000**

Grantee to work with licensed and qualified subcontractor(s) to prepare the following Design and Construction.

**Deliverables:**

**A. “30%” Schematic Design Plans** including, but not limited to:

- Analysis of existing conditions, utilities and land use.
- Proposed floorplan, elevations and conceptual design renderings.
- Proposed scope, schedule and preliminary estimate of construction costs.

**B. “60%-90%” Design Development Plans** including, but not limited to:

- Design plans and specifications including identification of materials, finishes and any required site work in compliance with development codes.
- Detailed cost estimates including line items, quantities and unit costs.
- Architectural, structural, electrical, plumbing, landscape, parking and mechanical drawings
- Identification of all required permits.

**C. “100% Design” Construction Documents** including, but not limited to:

- Stamped architectural, structural, electrical, plumbing, landscape, parking and mechanical plans and specifications suitable for plan submittal, permitting and construction.
- A detailed cost estimate including line items, quantities and unit costs.
- A detailed construction schedule.

D. Plan check and any associated fees are eligible costs.

**Timeline:** to be hired within the first 6 months. Design plans to be complete by the end of the contract term.

**Task #4– Community Outreach and Security.....\$50,000**

- Grantee to facilitate community outreach events, meetings and/or media to collect feedback from the community on the design and vision for Cecil C. Hinton Community Center.
- Costs to secure the site during the contract term are eligible for reimbursement.

**Deliverable(s):** Community feedback which will be incorporated into the design of the center.

**Timeline:** Ongoing through contract term.

**Overhead .....\$50,000**

- Overhead costs of up to 10% are eligible for reimbursement.
- Property taxes are eligible for reimbursement.
- Fire inspection is eligible for reimbursement.

**Grand Total.....\$500,000**