

## **FIRST AMENDMENT TO GRANT AGREEMENT**

THIS FIRST AMENDMENT TO GRANT AGREEMENT (Amendment) is entered into on September 12, 2025, (Effective Date) by and between the City of Fresno, a California municipal corporation (CITY), and Fresno City Center, a California non-profit public benefit corporation (GRANTEE).

### **RECITALS**

WHEREAS, the CITY and GRANTEE entered into a State and Local Fiscal Recovery Funds (SLFRF) (Part of the American Rescue Plan) Agreement (Agreement), effective December 9, 2024, to provide homelessness assistance through the construction of non-congregate shelter units reserved for Transitional Age Youth, ages 18 to 24, inclusive, experiencing or at-risk of homelessness, and related on-site and off-site improvements, for the purpose of providing emergency shelter to reduce homelessness, increase housing stability, and support those facing housing-related hardships (Project); and

WHEREAS, the CITY and GRANTEE now desire to revise the Scope of Services' Project Schedule in the Agreement to accurately reflect the projected timelines; and

WHEREAS, the Agreement allows for a change in the Scope of Services by written amendment to the Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. Exhibit "A" of the Agreement (Scope of Services and Project Schedule) is deleted in its entirety and replaced with "Revised Exhibit A" that is attached and incorporated by this reference.

2. All references to Exhibit "A" in the Agreement shall be deemed references to "Revised Exhibit A".

3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment 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 Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by the CITY and the GRANTEE on December 9, 2024, remains in full force and effect.

*[SIGNATURE PAGE TO FOLLOW]*

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

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: \_\_\_\_\_ 9/15/25  
Angela M. Karst Date  
Senior Deputy City Attorney

ATTEST:  
TODD STERMER, MMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

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

By: \_\_\_\_\_  
DocuSigned by:  
Matthew Dildine  
ED73AB77A768482...  
Name: Matthew Dildine

Title: CEO  
(if corporation or LLC, CFO, Treasurer,  
Secretary, or Assistant Secretary)

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

By: \_\_\_\_\_  
Signed by:  
Nathan Freeland  
5E2B6D70BE97474...  
Name: Nathan Freeland

Title: Chief Strategy Officer  
(if corporation or LLC, CFO, Treasurer,  
Secretary, or Assistant Secretary)

Attachment:

Revised Exhibit A – SCOPE OF SERVICES AND PROJECT SCHEDULE

## **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 Health 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: March 1, 2026
- B. Completion of Construction: May 1, 2027
- C. Funds Expenditure Deadline: December 31, 2026
- D. Shelter Occupancy: May 15, 2027