

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: City of Fresno

PROJECT TITLE: Radio Bilingue New Headquarters Phase 1

AUTHORITY: Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023)

PROGRAM: General Fund Specified Grant Projects

AGREEMENT NUMBER: GF2315-0

LAND TENURE TERM: 25 years

PROJECT PERFORMANCE PERIOD: November 1, 2024 to March 1, 2027

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to the Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023).

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

TOTAL STATE GRANT NOT TO EXCEED: **\$2,000,000.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF FRESNO

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By: _____ By: _____
Georgeanne White Andrea Scharffer

Title: _____ Title: _____
City Manager Deputy Assistant Secretary, Bonds & Grants

Date: _____ Date: _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING				AGREEMENT NO.		FUND						
\$2,000,000.00				GF2315-0		0001 – General Fund						
ADJ. INCREASING ENCUMBRANCE						FISCAL PO NO.						
ADJ DECREASING ENCUMBRANCE				FUNCTION								
				Local Assistance								
UNENCUMBERED BALANCE		REF NO.		FUND		ENACTMENT YEAR		ACCOUNT NO.		ALT ACCOUNT		
		1024		0001		2023		5432000		5432000000		
PROGRAM	PCBU	PROJECT		ACTIVITY		RPTG STRUCTURE		SVC LOCATION		AGENCY USE		BUDGET PERIOD
0320	0540	0540GF23150		23203		05402001		23203				2024

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER

DATE

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AGREEMENT NUMBER: GF2315-0

AUTHORITY: Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023)

PROGRAM: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Grant funds are made available to City of Fresno for Radio Bilingue, a non-profit public radio network distributing Spanish-language public radio programming in the United States. Grant funds will be used for the public purpose of constructing a public radio broadcast facility as limited by and described in this grant and authorized by the Budget Act of 2023, Chapters 38 and 189, Statutes of 2023. Grant funds may be used for but are not limited to activities related to the first phase of renovating a 9,000 square foot property for use as a public radio broadcast facility in South Fresno.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used in accordance with the provisions contained in the Procedural Guide for General Fund Specified Pass-Through Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Grantee shall ensure the Project will be operated and maintained for a minimum of 25 years ("the Land Tenure Term") satisfactory to the Grantee for all Project Property to be improved under this Agreement.
2. Grantee shall ensure the completed Project and all related facilities shall be open to members of the public generally.

General Provisions

A. Definitions

1. The term "Act" means the Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023).
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.

4. The term "Procedural Guidelines" means the Procedural Guide for General Fund Specified Pass-Through Grant Projects, FY 2023-2024.
 5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
 6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal.
 7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
 8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
 9. The term "Grantee" means an entity who has a signed agreement for Grant Funds.
 10. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
 11. The term "Advance Payment Request Form" means Form RA212-A. The term "Advance Reconciliation Form" means Form RA213.
 12. The term "Project" means the activity to be accomplished with Grant Funds described in the Project Description
 13. The term "Property" or "Project Property" means the property being developed or acquired with Grant Funds.
 14. The term "Project Scope" means the description or activity for work to be accomplished by the Project.
 15. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.
- B. Project Execution
1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description in this Agreement and under the Terms and Conditions set forth in this Agreement.
 2. Grantee shall ensure any and all additional funds that may be necessary to complete the Project are or will be available.
 3. Grantee shall ensure the Project is completed within the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2027**.

4. Grantee shall ensure the Project will comply with all current laws and regulations which apply to the Project.
5. Grantee shall arrange for access by the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project scope, including a final inspection upon Project completion.
6. Grantee agrees to comply with or ensure compliance with all applicable state and local laws or ordinances that apply to relocation and real property acquisition by Public Agencies.

C. Project Costs

1. Requests for advance payment of Grant Funds must be submitted via a completed Advance Payment Request Form, but shall not exceed, in any event, ninety percent (90%) of the amount set forth on the signature page of this Agreement. The remaining ten percent (10%) of the grant will be issued as a reimbursement payment upon completion of the Project.
2. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
3. Advance Reconciliation Documentation:
 - a. Grantee must submit documentation reconciling advanced funds expended no less than quarterly.
 - b. Reconciliation documentation must be submitted using a completed Advance Reconciliation Form accompanied by an itemized list of all expenditures. Grantees should retain for audit proof of payment of expenditures for each reconciliation, such as receipts, paid invoices, canceled checks, or other forms of documentation demonstrating payment has been made.
 - c. Any reconciliation submitted without the required itemization and documentation will not be accepted. If the reconciliation package is incomplete, inadequate, or inaccurate, the State will inform the Grantee. The Project will not be deemed complete and the final ten percent (10%) of Grant Funds will not be released until all required reconciliation information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
4. Grant Funds have a limited period in which they must be expended. Expenditures funded by Grant Funds must occur within the time frame of the Project Performance Period as indicated in this Agreement.
5. The State reserves the right to request reimbursement of any funds spent on the Project if the Project is not completed in accordance with the Grant Agreement and the Grant Procedural Guidelines.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures and required closing documents before the final ten percent (10%) of the grant amount will be released
2. Grantee shall ensure property and facilities acquired or developed pursuant to this Agreement will be made available for inspection upon request by the State.
3. Grantee shall require any income earned from the use of the Project be used to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Advanced Grant Funds shall be placed in a separate interest-bearing account. Grantee shall set up and identify such account prior to the advance. Public grantees may deposit the Funds into their treasuries. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final Project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project Performance Period as shown on the signature page, whichever is earlier.
5. Grantee shall submit all documentation for Project completion, including a notice of completion, as applicable, within ninety (90) days of Project completion, but in no event any later than **March 1, 2027**.
6. Release of the final ten percent (10%) of Grant Funds is contingent upon Grantee's written verification that Grant Funds have been used for a public purpose and such use is consistent with the Project scope, together with any State-approved amendments.
7. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner, preferably no less than sixty (60) days before the effective date of the proposed amendment.
8. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. All funding is contingent upon appropriation. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this, or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the Project prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State shall consider extenuating circumstances and not require repayment for Project work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify or cause to be indemnified, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. This section applies to Projects that include Acquisition or Development activities.
2. Grantee shall ensure that use of the Project Property is for the purposes for which the grant was made and shall make no other use or sale or other disposition of the Project Property during the Land Tenure Term defined in the Special Provisions above.
3. For Project Property developed with Grant Funds:
 - a. If the use of the Project Property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of within the Land Tenure Term, at the State's sole discretion, Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest at the prime interest rate at the time of disposition.
4. For Project Property acquired with Grant Funds:
 - a. If the Land Tenure Term is perpetuity and the use of the Project Property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
 - b. If the Land Tenure Term is less than perpetuity and the use of the Project Property is changed to a use that is not permitted by the Agreement or if the property is sold or otherwise disposed of prior to the end of the Land Tenure Term, an amount equal to the greater of (1) the amount of the grant or 2) the percentage of the property's equity at the time of sale or change of use equivalent to the percentage of grant funds contributed toward the original purchase price may be reimbursed to the State.

- c. If the Land Tenure Term is less than perpetuity and the use of the Project Property is changed to a nonpublic use or the property is sold or otherwise disposed of after the Land Tenure Term expires, the Grantee shall reimburse the State a percentage of the property's equity equivalent to the percentage of grant funds contributed toward the original acquisition.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, § 7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

The Procedural Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

General Fund Specified Grant FY 2022-2023

Grantee Name: City of Fresno

Project Title: Radio Bilingue New Headquarters Phase 1

Agreement Number: GF2315-0

Project Scope:

Project to fund Phase 1 of a project to renovate a donated 9,000 square foot building in South Fresno into a public radio broadcast facility for Radio Bilingue, a non-profit public radio network distributing Spanish-language public radio programming in the United States. Phase 1 of the project will include purchase of radio tower equipment, pre-construction planning and design, and early construction activities including environmental remediation and structural improvements.

Project elements funded by General Fund grant:

- Consultant Services
- Entitlement and Permitting Fees required for broadcast facility construction
- Design and Engineering fees to include architectural, structural, civil, electrical, mechanical and landscape
- Environmental remediation and structural improvements – includes cleaning existing asbestos, PCBs, lead and mold, and structurally retrofitting two walls of an historic building for seismic safety requirements
- Purchase of a ~120' transmission tower and back-up power generator

The public will access the project site at 450 Belmont Avenue in South Fresno, through community outreach and engagement events and youth media training programs.

Project Schedule:

Activity Description	Timeline
Acquisition of Property	May 2025 – December 2025
Development/Zoning	September 2025-March 2026
Entitlements and Permitting	June 2025 – May 2026
Design	February 2025-June 2026
Equipment Purchase and Environmental Remediation	Sept 2025 - March 2027
Submit Project Closeout + Final Payment Request	March 2027

Cost Estimate: See Exhibit A-1

EXHIBIT A-1
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Grantee: City of Fresno
Project: Radio Bilingue New Headquarters Phase I
Agreement No: GF2315-0
Cost Estimate:

Task	Description	Total*	General Fund Grant
1.0	Non-Construction Costs		
1.1	Consultant services	\$ 30,000.00	\$ 30,000.00
1.2	Entitlements, design, permits & fees	\$ 870,800.00	\$ 870,800.00
Non-Construction Subtotal:		\$ 900,800.00	\$ 900,800.00
2.0	Phase I Construction		
2.1	Site work (including environmental mediation, structural improvements)	\$ 735,000.00	\$ 735,000.00
2.2	Transmission tower & backup power generator	\$ 344,200.00	\$ 344,200.00
Construction Subtotal:		\$ 1,079,200.00	\$ 1,079,200.00
Overhead***		\$ 20,000.00	\$ 20,000.00
Project Grand Total:		\$ 2,000,000.00	\$ 2,000,000.00

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.

** Grantee's staff labor must be computed on actual time spent on the project and evidenced by time and attendance records describing work performed. Only salary plus benefits are eligible. No indirect rates or overhead costs may be folded into the hourly rate. No billable rates may be used.

***Overhead costs are allowable and generally limited to 15% of total direct costs of the grant.