

**CITY OF FRESNO**  
**BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM**  
**LOAN AGREEMENT FOR SITE REMEDIATION**

THIS DISCOUNTED LOAN AGREEMENT (the Agreement) is made as of this \_\_\_ day of \_\_\_\_\_, 2026 (Closing Date), between the CITY OF FRESNO, a municipal corporation (the City/Lender) and the FRESNO AREA HISPANIC FOUNDATION, a 501(C)(3) NON-PROFIT CORPORATION (Borrower) with its principal offices at 1444 Fulton St. Fresno, CA, 93706. Unique Entity Identifier U79LG6D42EB7.

**Background**

Whereas, the City of Fresno is a recipient of grants to establish the Brownfields Cleanup Revolving Loan Fund Program (BCRLF) from the Grants Management Office, U.S. Environmental Protection Agency (US EPA), Region 9, Grants Branch, MSD-6 and is authorized to make loans pursuant to the Enabling Federal Statute, and Cooperative Agreements defined below, and

Whereas, the FRESNO AREA HISPANIC FOUNDATION, a 501(C)(3) NON-PROFIT CORPORATION ("Borrower") will be, upon closing and upon satisfying the criteria of the Disposition and Development Agreement (DDA), the fee owner of the property legally described as: 887 Fulton St. Fresno CA 93721 APN 468-282-21T; (the "Property), and

Whereas, the Property is contaminated with the following hazardous substances: Asbestos Containing Building Material (ACM); Lead-Based Paint (LBP) and mold, and

Whereas, the Property is a Contaminated Site (as defined below) and the Borrower has submitted to the City of Fresno copies of an Analysis of Brownfields Cleanup Alternatives (ABCA), as well as additional environmental documentation, received approval for use of EPA funding, and have secured an access agreement with the Borrower; and

Whereas, the Borrower supplied this Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) Cleanup activities which include off-site disposal, asbestos abatement, and lead-based paint and mold removal; and

Whereas, the Borrower has made Application (as defined below) to the City of Fresno for a loan (the "Loan") to perform cleanup activities on the Property; and

Whereas, the City of Fresno's commitment to fund the Loan is subject to the availability of funds made available by the US EPA through Section 104(k) of CERCLA (as defined below), 42 U.S.C. Section 9604(k) as amended by the Small Business Liability Relief and Brownfields Revitalization Act, and subject to the terms of the Cooperative Agreement defined below; and

Whereas, the requested loan proceeds total a discounted amount of \$1,194,000, which does not exceed the available funding and will be sourced from the following Cooperative Agreements. Cooperative Agreement 4B-98T50501 will provide \$500,000 as

a standard loan and an additional \$500,000 as a forgivable loan, contingent upon the completion of asbestos-containing materials (ACM), lead-based paint (LBP), and mold abatement. In addition, Cooperative Agreement BF-98T08001 will contribute \$194,000 from its current post-closeout program income balance and of this additional amount, \$97,000 will be designated as forgivable, also contingent upon completion of ACM, LBP, and mold abatement; and

Whereas, the Borrower has issued a decision document, or equivalent, and has completed the public comment period with the lender's concurrence; and

Whereas, the Borrower has consulted with the Lender, State Program, or EPA that the selected cleanup does or does not require formal modifications based on public comment or new information.

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

### **ARTICLE 1. DEFINITIONS**

- 1.1 "Agreement" means this Discounted Loan Agreement by and between the City of Fresno and the Borrower. The Application described below is incorporated into this Agreement by reference.
- 1.2 "Analysis of Brownfield Cleanup Alternatives or ABCA" means cleanup planning document provided by the City's consultant to determine eligible contaminants, hazards and materials requiring abatement, removal, capping, or appropriate action. This document specifies cost, feasibility and effectiveness of cleanup alternatives.
- 1.3 "Application" means the Brownfields Revolving Loan Fund Application submitted to City of Fresno, and the Loan Documents as described below, and materials submitted by the Borrower to the City of Fresno requesting or in support of its request for the Loan.
- 1.4 "Borrower" means FRESNO AREA HISPANIC FOUNDATION, a 501(C)(3) NON-PROFIT CORPORATION entity operating under the laws of the State of California, which will be at closing, the fee owner of the Contaminated Site once the criteria of the Disposition and Development Agreement (DDA) has been satisfied.
- 1.5 "Closeout Agreement" means the agreement between the USEPA and the City of Fresno governing the administration and implementation of the Brownfields Revolving Loan fund during the closeout period after the Cooperative Agreements are closed.
- 1.6 "Closing Date" is the date on which the Note is executed, or this Agreement becomes effective, whichever date shall occur last, and the date not more than ninety (90) days prior to, and after which, eligible contamination cleanup costs may be incurred for subsequent payment from the Loan Proceeds.
- 1.7 "Contaminated Site" means a site contaminated with a release of a hazardous substance defined by both the federal CERCLA and under State definition as a pollutant or contaminant presenting an imminent and substantial endangerment to the public health, welfare, or the environment.
- 1.8 "Contamination" means the presence of a physical, chemical, biological, or radiological

substance or matter in water, air, soil, or biological matter that can harm the environment or human health.

- 1.9 “Contractor” means Stantec Consulting Services Inc., serving as the City’s environmental consultant providing third-party oversight, or any other person engaged by the Borrower to perform cleanup activities.
- 1.10 “Cooperative Agreement” means the agreement between the USEPA and the City of Fresno governing the administration and implementation of the Brownfields Revolving Loan Fund identified as Agreements BF-98T08001- \$800,000. Award Date 11/7/2024 and 4B-98T50501- \$1,000,000. award date 11/13/2024 and \$750,000, award date 08/05/2025.
- 1.11 “Default” means an Event of Default or any event that but for the passing of time or the giving of notice or both would be an Event of Default.
- 1.12 “DTSC” means the Department of Toxic Substances Control.
- 1.13 “Due Date” means the day upon which the first Loan Payment is due, as specified in the Note.
- 1.14 “Enabling Federal Statute” means Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k).
- 1.15 “Final Due Date” means the day upon which the final Loan Payment is due, or such other due date as may be specified in the Note, or such accelerated date upon which the entire outstanding balance of principal and accrued interest then due under the Note may become due and payable as the result of an Event of Default.
- 1.16 “Hazard” pathogens with the potential to cause adverse effects in otherwise healthy humans as defined by Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and/or American Society for Testing and Materials (ASTM) standards.
- 1.17 “Lender” means the City of Fresno
- 1.18 “Loan Documents” means all of the following
  - This Agreement
  - The Promissory Note
  - The Commercial Guaranty, if applicable
- 1.19 “Loan Period” means the time period from the Closing Date until the Final Due Date.
- 1.20 “Loan Proceeds” means the total principal sum of the Loan disbursed to the Borrower.
- 1.21 “Note” means the Promissory Note for the Loan from the Lender to the Borrower, dated as of the Closing Date.
- 1.22 “Payment Request” means a document submitted to the City of Fresno by the Borrower concurrent with invoices, requesting a draw of Loan Proceeds. Invoices submitted with the Payment Request shall reflect only Eligible Project Costs.

- 1.23 "Period of Performance" means the timeline submitted in the Application or ABCA.
- 1.24 "Post-Closeout Program Income (PCPI)" means income generated from prior loan repayments which are available to be revolved into future loans and subgrants.
- 1.25 "Potentially Responsible Party" or PRP means any person who may be liable pursuant to section 107(a) of CERCLA, 42 U.S.C.
- 1.26 "Project" means the Contaminated Site cleanup activities at the Property further described in BCRLF Application Materials and environmental reports and documentation. The Project includes only asbestos, lead-based paint and mold abatement that is a part of the Contaminated Site cleanup and does not include any subsequent site construction or new development.
- 1.27 "Project Budget" means the approved project budget and project activities for the Project, found in this Agreement, Exhibit B, as amended as needed in writing by the City of Fresno.
- 1.28 "Project Costs" or "Eligible Project Costs" shall be defined as the City of Fresno-approved expenses incurred in performing and accomplishing contamination cleanup activities during the Loan Period to pay costs incurred not more than ninety (90) days prior to the Loan Closing Date or thereafter in connection with the Project, which shall include, but are not limited to: the costs of labor, supplies, materials, program costs and services and agency oversight fees associated with the Project, and as described in the Budget of this Agreement and the Application and those costs identified on Exhibit B. Eligible Project Costs shall have been pre-approved by the City of Fresno and submitted in the Application in conformance with the requirements of Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k). Eligible costs shall not include:
- Cleanup Project costs incurred by the Borrower more than ninety (90) days prior to the Closing Date
  - Costs of Loan Application preparation, Loan Document preparation or legal review
  - Costs of financial management, audits or payment request preparation
  - The Borrower's facility, administrative, supplies, equipment or overhead costs
- 1.29 "Property" means the Contaminated Site described in Recitals hereof.
- 1.30 "Remedial Action Plan" means the documented Plan for Cleanup of the Contaminated Site.
- 1.31 "USEPA" means the United States Environmental Protection Agency.
- 1.32 "VCP" means Voluntary Cleanup Program.

## **ARTICLE 2. LOAN TERMS AND CONDITIONS**

- 2.1 **USE OF BROWNFIELDS FUNDS.** The City agrees to provide Loan Proceeds structured as a discounted loan (a combination of a loan, forgivable portion/ subgrant, and program income) of BCRLF funds to the Borrower, in a total amount of one million,

one hundred ninety-four thousand dollars (\$1,194,000). The discounted loan amount does not exceed available funding and will be sourced from the following Cooperative Agreements. 4B-98T50501 will provide \$500,000 as a standard loan and \$500,000 as a forgivable loan, which shall be forgiven upon completion of asbestos-containing materials (ACM), lead-based paint (LBP), and mold abatement. In addition, Cooperative Agreement BF-98T08001, utilizing post-closeout program income, will contribute \$194,000 from its current balance, of which \$97,000 shall be designated as an additional forgivable loan, also contingent upon completion of ACM, LBP, and mold abatement. Interest on the unpaid principal balance shall accrue from the date of first disbursement at a simple annual rate of 2.7%, consistent with the City of Fresno’s investment pooled agency rate, as set forth in the agreement entered into between the Lender and Borrower (“Agreement”). Funding shall follow the terms and conditions provided in this Agreement. Loan Proceeds shall be used to pay Eligible Project Costs which solely include the following eligible activities; off-site disposal, asbestos abatement, and lead-based paint and mold removal and are outlined within the ABCA/cleanup document(s).

- 2.2 LOAN DOCUMENTS. The Borrower shall execute and deliver the Loan Documents, including the Note to the City, as provided for in this Agreement.
- 2.3 ELIGIBILITY. The loan application has been deemed eligible by the US EPA, Loan Administration Board, and (if applicable) the appropriate regulatory oversight agency. These bodies have confirmed that all parties entering this agreement are not liable, pursuant to section 107(a) of CERCLA, 42 U.S.C and are approved to utilize EPA RLF funding.
- 2.4 TERM OF AGREEMENT. This Agreement is effective upon the date of execution and shall remain in force with respect to the Project for the duration of the loan. In accepting the loan, the borrower agrees:
  - The City shall maintain custody of the funds until the City disburses them to the Borrower, or any Contractor for the benefit of these funds, in accordance with the terms of this agreement.
  - Borrower shall have no control over the funds that are in the custody of the City. Funds in control of the Borrower are required to be documented in their use
  - In the event of Borrower’s material default of this agreement, the City shall retain any undisbursed funds, and the Borrower will be required to return all previously disbursed funds.
  - In the event of an incomplete cleanup or default, the City or the appropriate oversight body will secure the site and portions of this discounted loan will convert forgivable amounts into repayable debt.
- 2.5 DISBURSEMENT OF LOAN PROCEEDS. The City shall disburse the Funds to the Borrower within thirty (30) days of the loan closing date or within thirty (30) days of receiving a formal disbursement request. If a project requires multiple disbursements,

the City will collect payment requests and supporting invoices/ subcontractor invoices that describe the services performed and shall reference the date services were performed. Invoices and reports must include wage statements required to comply with the Davis-Bacon Act (DBA) and a certified payroll submission is due to the City within seven days of pay date. Invoices must be substantially consistent with the approved Project Budget and loan schedule (Exhibit B).

- 2.6 REPAYMENT. Beginning on April 23, 2027, or one year after the cleanup completion date, the Borrower agrees to begin making equal payments to re-pay the loan balance for five (5) consecutive years. Payment is due annually and shall be distributed equally across each year. There is no penalty for early repayment.
- 2.7 INCORPORATION OF DOCUMENTS. City Council approval, Loan Documents, all exhibits, attachments, documents, and instruments referenced herein, as now in effect and as may be amended from time to time, constitute part of this Agreement and are incorporated herein by reference. All such documents have been provided to the parties herewith or have been otherwise provided to/procured by the parties and reviewed by each of them prior to execution hereof.
- 2.8 INDEMNIFICATION. To the furthest extent allowed by law, including California Civil Code section 2782, BORROWER shall indemnify, defend and hold harmless City, the regulatory oversight body, the EPA and each of their officers, officials, employees, agents and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. BORROWER'S obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.
- To the fullest extent allowed by law, and in addition to the express duty to indemnify, BORROWER, whenever there is any causal connection between the BORROWER's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, BORROWER expressly agrees to undertake a duty to defend City, the regulatory oversight body, the EPA and each of their officers, officials, employees, agents and volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by BORROWER expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to BORROWER as reasonably determined by CITY. Upon the tender by CITY to BORROWER, BORROWER shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from City, the regulatory oversight body, the EPA and each of their

officers, officials, employees, agents and volunteers.

It is further understood and agreed by BORROWER that if CITY tenders a defense of a claim on behalf of City, the regulatory oversight body, the EPA and each of their officers, officials, employees, agents and volunteers and BORROWER fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and BORROWER shall be bound and obligated to reimburse City, the regulatory oversight body, the EPA and each of their officers, officials, employees, agents and volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance BORROWER may have procured in a accordance with the insurance requirements set forth in this Contract.

The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If BORROWER should subcontract all or any portion of the work to be performed under this Contract, BORROWER 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 as set forth above.

This section shall survive termination or expiration of this Agreement.

- 2.9 NO LITIGATION MATERIAL TO FINANCIAL CONDITION. The Borrower represents and warrants to the City as of the date hereof that, except as disclosed to and approved by the City in writing, no litigation or administrative proceeding before any court or governmental body or agency is now pending, nor, to the best of the Borrower's knowledge, is any such litigation or proceeding now threatened, or anticipated against the Borrower that, if adversely determined, would have a material adverse effect on the financial condition, business, or assets of the Borrower or on the operation of the Project.
- 2.10 OWNERSHIP. The Borrower is under a Disposition and Development Agreement and will hold such a status or become the single fee owner of 887 Fulton Street, throughout the project.
- 2.11 ACKNOWLEDGMENT. The Borrower acknowledges that the Cooperative Agreement with the USEPA is the source of all Loan Proceeds and that the City of Fresno is under no obligation to lend any of its own funds. The Borrower further acknowledges that various federal rules, regulations, statutes and requirements are applicable to the Project by virtue of the Cooperative Agreement and shall comply with all such federal requirements and applicable state requirements
- 2.12 ASSIGNMENT. The Borrower shall not assign, transfer, or convey any of its rights or obligations under this Agreement or any Loan Document without the prior written

consent of the City, which consent may be granted or withheld in the City's sole discretion.

- 2.13 CONSENT. The City of Fresno hereby consents to and approves the making of the Loan to the Borrower pursuant to this Agreement. Nothing in this section shall be construed as granting the Borrower any right to transfer or assign the Loan without the City's prior written consent.
- 2.14 ASSUMPTION. No assumption of the Borrower's obligations under this Agreement shall be valid unless approved in writing by the City. Any approved assumption shall not release the Borrower from liability unless expressly stated in the City's written consent.
- 2.15 NOTICE. All notices and communications under this Agreement shall be in writing and delivered by personal delivery, certified mail, overnight courier, or email with confirmation of delivery. Notices shall be effective upon receipt.
- 2.16 REPRESENTATIONS. Lender hereby represents and warrants that it has not previously assigned, pledged, hypothecated, or otherwise transferred any of its rights under the Loan Agreement. The parties agree that the terms and conditions of the Loan Agreement shall remain unchanged by this Agreement.
- 2.17 BORROWER DEFAULT AND RIGHT TO CURE. A default shall be defined as a failure by the Borrower to fulfill any obligation created under this Agreement. The loan will be considered in default when a payment is missed and remains unpaid 30 calendar days from the due date. Upon receipt of written notice from the City of any default hereunder, the Borrower shall cure such default within 30 calendar days and bring account back into good standing.
- 2.18 THE CITY'S REMEDIES. Should the Borrower fail to cure a default under this Agreement pursuant to Section 2.16 above, in addition to other rights and remedies permitted by the Agreement or applicable law, the City, in its sole discretion, may proceed with any or all of the following remedies in any order or combination:
- Bring an action in equitable relief seeking specific performance by the Borrower of the terms and conditions of this Agreement;
  - Enjoin, abate, or prevent any violation of said terms and conditions of the Agreement;
  - Seek declaratory relief;
  - Bring an action for return of any funds disbursed to the Borrower that the Borrower has not used pursuant to the terms of this Agreement;
  - Terminate this Agreement and cease to disburse funds;
  - Pursue any other remedy allowed by law or in equity
  - Secure the site in the event of default or if the cleanup is not completed
- 2.19 THE CITY'S REMEDIES FULL FORCE AND EFFECT. Except to the extent modified hereby, all of the terms of the Loan Agreement shall remain in full force and effect.
- 2.20 ATTORNEY'S FEES. In any litigation or other proceeding relating to this Assignment, or any transactions contemplated herein, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees (including a reasonable estimate of the allocable costs of in-house legal counsel and staff).
- 2.21 SUCCESSORS AND ASSIGNS. This Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective successors and assigns.
- 2.22 COUNTERPARTS. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but

one and the same instrument; provided, however, that only the counterpart delivered to the City shall be deemed the original.

2.23 GOVERNING LAW AND VENUE. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. A party must bring any legal action in the Superior Court of Fresno, in an appropriate municipal court in Fresno County, or in the United States District Court serving Fresno County.

2.24 PARTIES SUBJECT TO FEDERAL REQUIREMENTS. The Borrower is subject to the same federal requirements as the pass-through entity (the City of Fresno). This includes but is not limited to the General Terms and Conditions of the City of Fresno's grant and cross-cutting requirements and the City of Fresno's Programmatic Terms & Conditions. All "flow down" requirements imposed on the subrecipient/borrower by the pass-through entity are to ensure that the EPA award is used in accordance with Federal statutes, regulations and the terms of the EPA award. The Borrower is accountable to the pass-through entity for compliance with Federal requirements. In turn, the pass-through entity is responsible to EPA for ensuring that subrecipient/borrower complies with Federal requirements. The list below is not exhaustive.

A. These requirements include, among others:

1. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
2. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation." This applies to subawards of \$30,000 or greater.
3. Limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant Fee Cap."
4. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "Management Fees."
5. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the Borrower acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at 2 CFR 200.322.
6. The Borrower shall comply with all applicable federal and state laws and requirements, including the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 104(k).
7. Compliance with the Davis-Bacon Act and prevailing wage requirements, as applicable (see Programmatic Terms & Conditions).
8. Compliance with the requirements of the Cybersecurity Section of the Programmatic Terms & Conditions.
9. Compliance with the Community Outreach Section of the Programmatic Terms & Conditions.
10. Compliance with the Trafficking in Persons Terms & Condition, reproduced below.

(a) Provisions applicable to a recipient that is a private entity.

1. The recipient, the recipient's employees, subrecipient/borrower under this award, and subrecipients'/borrowers' employees may not—
  - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procure a commercial sex act during the period of time that the award is in effect; or
  - c. Use forced labor in the performance of the award or subawards under the award.
2. EPA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a Borrower that is a private entity—
  - a. Is determined to have violated a prohibition in paragraph a of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the recipient or subrecipient/borrower using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR Part 1532.

- B. Additional Requirements. Financial and performance reports the City hereby imposes on the Borrower to ensure that the City meets its own responsibilities to the Federal awarding agency. This requirement contains subaward monitoring requirements defined within 2 CFR § 200.344 and includes that the subawardee shall provide information to allow the City of Fresno to report on:
- (a) Summaries of results of reviews of financial and programmatic reports.
  - (b) Summaries of findings from site visits and/or desk reviews to ensure effective subrecipients'/borrower's performance.
  - (c) Environmental results the subrecipient/borrower achieved.
  - (d) Summaries of audit findings and related pass-through entity management decisions.
  - (e) Actions the pass-through entity has taken to correct any deficiencies such as those specified at 2 CFR § 200.332(e), 2 CFR § 200.207 and 2 CFR § 200.338, Remedies for Noncompliance.

C. Indirect Cost Rate. No indirect costs have been included as part of this agreement.

D. The Borrower is required to provide access to subaward records so that the pass-through entity and Federal auditors may verify compliance with 2 CFR 200.332 as well as

2 CFR Part 200, Subpart D, Post Federal Award Requirements for Financial and Program Management, and 2 CFR Part 200, Subpart F, Audit Requirements. See also Section 2 and 3 of this agreement. Examples of records include:

- 1) Borrower financial statements and reports
- 2) Programmatic reports including information on environmental results
- 3) Audit findings

E. Terms and conditions concerning the close out and reporting of subaward activities. Closeout will be conducted in accordance with 2 CFR § 200.344 Proper closeout of this grant and its related activities require input from the City and its subawardee to complete applicable administrative actions and to ensure all required work under the cooperative agreement has been completed. Closeout and reporting requirements include:

- a. The City, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and related reports required as a condition of the cooperative agreement 2 CFR Part 200. This requirement imposes a shared and direct condition for subawardees to support closeout.
- b. Accessible Document Requirements. Documents must be provided as accessible PDFs or in another alternate accessible format. Accessible PDFs are PDF documents created so that they are not read solely as an image by assistive technology and screen readers. This is usually achieved through the use of tags, or a structured, textual representation of the PDF that is presented to screen readers but has no visible effect on the PDF file.

2.25 PROJECT REPORTING. The City of Fresno is required to submit quarterly reports to USEPA on BCRLF loans. To support the City of Fresno's reporting requirements, the Borrower will provide any requested information to the City of Fresno in a timely manner. At the City of Fresno's reasonable request, the Borrower shall provide the following financial reporting information to the City of Fresno on at least a quarterly basis, unless specified or required sooner:

- Accounting system records that track the use of Loan Proceeds by eligible site-specific Project Costs. The records shall segregate expenditures based on federal or non-federal sources of funds.
- An audit or acceptable alternative audit information such as deposit slips and cancelled checks, showing the receipts and expenditures to be reimbursed out of Loan Proceeds. Accounts and records related to the receipts and expenditures to be reimbursed out of Loan Proceeds shall be accessible to the City of Fresno, through any authorized representatives, for the purpose of examination and audit. The Borrower shall obtain approval from USEPA prior to destroying such documents.
- To comply with the requirements listed within this paragraph, the Borrower shall comply with the internal control requirements specified at 2 CFR Section 200.303 and is subject to 2 CFR Part 200, Subpart F, Audit Requirements. The Borrower shall comply with 2 CFR Part 170, Reporting Subaward and Executive Compensation, and CERCLA Section 104 (k) (9) (B) (i) (I), Davis-Bacon Act of 1931, the National Environmental Policy Act (NEPA) to comply with the National Historic Preservation Act, Endangered

Species Act, and Executive Orders 11988, 11990, and 12898. As such, the borrower shall provide Davis-Bacon documentation to the City which certifies that the Department of Labor (DOL) wage determination was received, proof that all relevant contracts follow prescribed guidelines, agree to post Davis-Bacon labor standards in public spaces in the project areas, and will submit DOL standard form 1445 is due to the City within 7 days of pay date.

- The Borrower agrees that it shall maintain Project information including properly executed contracts, invoices, correspondence and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures reimbursed out of Loan Proceeds. The Borrower shall permit a representative of the City of Fresno at any reasonable time and place upon reasonable notice to inspect, audit and monitor the Project and related financial information. The Borrower shall maintain Project and related financial information for at least six (6) years following the completion of the Project or the completion of any litigation, claim, negotiation, audit or other action involving those documents, previously disclosed to the City of Fresno. The Borrower shall obtain approval from USEPA prior to destroying such.

**2.26 PROJECT COMPLETION INFORMATION.** The Borrower shall conduct all cleanup activities in compliance with applicable State and Federal oversight standards and shall obtain either formal oversight approval or certification, or independent verification from a qualified environmental professional confirming that asbestos, lead-based paint, and mold abatement has been satisfactorily completed. The Borrower shall submit documentation to the City of Fresno demonstrating completion of the cleanup, including a final abatement report, waste disposal manifests, clearance testing or air monitoring results, photographic documentation of completed work, certified payroll and Davis-Bacon records, copies of required notifications or permits, and a final invoice package consistent with the approved Project Budget. The City may request additional documentation reasonably necessary to confirm compliance prior to final disbursement or determination of loan forgiveness.

### **Article 3. Covenants of Borrower**

**3.1 COVENANTS OF BORROWER.** The Borrower agrees that it will fully and faithfully comply with the covenants contained in this Article from the Closing Date until all of the Loan Proceeds and accrued interest have been repaid to the City of Fresno in the manner provided in this Agreement; and the financial and project reporting obligations owed to the City of Fresno pursuant to this Agreement have been completed. The reporting obligations shall include the following:

**3.2 COMPLIANCE.** The Borrower agrees to complete the Project in accordance with the Application, the Period of Performance, and the Project Budget and all applicable State and Federal standards including, but not limited to, investigation and remediation of environmental contamination, control of asbestos emissions and hazardous waste management.

- 3.3 PROTECTION OF HUMAN HEALTH AND ENVIRONMENT.** The Borrower agrees that cleanup activities shall protect human health and the environment and provide Health and Safety Plans for all contractors and subcontractors undertaking cleanup activities. The Borrower agrees to provide site specific sampling of post-abatement materials to the City, documentation of Health and Safety Plans (HASPs), and notice the appropriate State Response Program, when applicable.
- 3.4 PROJECT SCOPE OF WORK CHANGES.** The Borrower shall immediately report in writing to the City of Fresno any potential changes in the Project, the Period of Performance, or Project Budget and the discovery of hazardous substances, pollutants or contaminants not identified in the BCRLF Application or existing reports.
- 3.5 CLEAN UP PLAN.** The City of Fresno and the designated oversight agency, if identified, shall approve all changes in or modifications to the ABCA or its equivalent prior to such change or modification becoming effective. The City of Fresno will not require any changes to the ABCA or cleanup planning document beyond those required by the oversight agency. The Borrower shall be responsible for all additional costs incurred as the result of any changes or modifications.
- 3.6 PROJECT INSPECTION RIGHTS.** The Borrower agrees that the City of Fresno shall have the right to access the Property to inspect activities relating to the Project and halt such activities if necessary to enforce compliance with the terms of this Agreement.
- 3.7 BORROWER'S COOPERATION WITH THE CITY.** The Borrower covenants to cooperate with the City and respond promptly to all requests by the City necessary to maintain the City's compliance with the Agreement.
- 3.8 PROJECT COMPLETION NOTICE.** The Borrower agrees that it will notify the City of Fresno of the Project's completion as described in this Agreement.
- 3.9 GOVERNMENT NOTICES.** The Borrower will deliver to the City of Fresno promptly after receipt copies of all notices, requests, subpoenas, inquiries or other writings received from any governmental agency concerning: any violation or alleged violation of any environmental laws; the storage, use or disposal of any environmentally regulated substances; or the violation or alleged violation of any other law, ordinance, governmental regulation, or court order, including the violation or alleged violation of Borrower's payment or nonpayment of any taxes, if the events or circumstances related thereto could reasonably be expected to have a material adverse effect.
- 3.10 ERECT A SIGN.** The Borrower agrees to erect a sign on the Property, approved in advance by City of Fresno, stating that the Work is being financed in part by USEPA BCRLF Funds and President Biden's Bipartisan Infrastructure Law and providing the appropriate contacts for obtaining information on activities being conducted at the Property and for reporting suspected criminal activities. The sign erected on the Property shall comply with 40 CFR Part 35, Subpart O (Section 35.6105 (a) (2) (ii)) and the Bipartisan Infrastructure Law Sign guidance available here: <https://www.epa.gov/invest/investing-america-signage>.
- 3.11 BUILD AMERICA, BUY AMERICA ACT.** Where applicable, construction and infrastructure materials shall follow the October 25, 2023, Office of Management and Budget's (OMB) final guidance for implementing Build America, Buy America Act.
- 3.12 NON-DISCRIMINATION AND EQUAL OPPORTUNITY.** The Borrower agrees to comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex, sexual orientation and disability. The Borrower shall submit a report of such efforts to the City of Fresno upon project completion.

**3.13 DEBARMENT AND SUSPENSION.** The Borrower certifies that Borrower and, to its knowledge, any Contractor(s):

- Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local (hereinafter “public”) transactions;
- Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; (ii) violation of federal or state antitrust laws; or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under subsection 2, above; and
- Have not within the preceding three (3) years had a public transaction terminated for cause or default.

**3.14 PROJECT START AND COMPLETION.** The Borrower agrees to begin the Project within six (6) months of the Closing Date and to complete the Project in accordance with the Period of Performance of the Application/ABCA, subject to unavoidable delay. As used herein, the term unavoidable delay shall mean delays due to acts of God, fire, storm, pandemic, epidemic, strikes, blackouts, labor difficulties, riots, inability to obtain materials, equipment or labor, governmental restrictions or any similar cause over which the Borrower is unable to exercise control. The Borrower shall notify the City of Fresno when the Project is complete. The notice of completion shall contain certification or documentation necessary to establish the following:

- The Borrower has prepared, and the appropriate State or Federal entity has approved, a Closure Request Report or similar document regarding the remediation activities conducted as part of the Project. This report shall summarize the actions taken, the resources committed, and the problems encountered in the completion of the Project, if any. The Borrower shall supply supplemental information as needed by the City of Fresno to complete a “Cleanup Closeout Report” for the project.
- The appropriate State or Federal entity has issued an appropriate assurance of cleanup completion letter regarding the remediation activities in the Project.
- All Loan Proceeds were expended to reimburse Eligible Project Costs.

**3.15 INSPECTION AND RIGHT TO STOP WORK.** The Lender and the state response program (if utilized) shall, upon reasonable notice and at all reasonable times, have full authority to enter the Property and inspect the Project during the execution of the Project. The Borrower recognizes that Lender or the state response program has the right to stop the Project immediately and take reasonable and necessary action in the event that the Project is being completed in an unsatisfactory manner (in Lender’s or such state response program’s reasonable discretion) or is not substantially in accordance with applicable state regulations, or that a condition exists which creates an imminent and substantial threat to human health, welfare or the environment.

**3.16 GOVERNING LAW AND INCONSISTENT PROVISIONS.** The Loan Documents shall be construed in accordance with and governed by the laws of the State of California

except as superseded by federal statutes or regulations. Where provisions of the Application are inconsistent with provisions of this Agreement, this Agreement takes precedence over the Application. Where provisions of the other Loan Documents are inconsistent with the provisions of this Agreement, this Agreement takes precedence over such other Loan Documents.

**3.17 NULL AND VOID COVENANTS.** The Borrower agrees that, in the event that any provision of this Agreement or any other instrument executed at closing in conjunction with the Loan shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described herein are now and shall hereafter be deemed separate.

**3.18 NOTICES.** Except as otherwise expressly provided herein, all notices, payment requests, requests for changes in the Project Budget, schedule or scope of work, and other communications provided for in this Agreement shall be in writing and mailed by certified mail, postage prepaid, or delivered by a recognized overnight express delivery service or sent by electronic mail, telecopy or facsimile transmission or delivered personally to the applicable party at its address indicated below:

To the City of Fresno:            Planning and Development Department  
   2600 Fresno Street, Fresno CA 93721  
   Telephone: (559) 621-8473  
   Attn: Projects Administrator- Brownfields

To Borrower:  
With a copy to:

All such notices, requests, demands and other communications shall, when mailed, be effective when deposited in the mail, provided that a copy of such document shall also have been sent via facsimile transmission on the same day as the mailing. Without this facsimile transmission, notices, requests, demands or other communications shall be effective, when mailed, or electronically mailed only upon receipt.

**3.19 AMENDMENTS.** Amendment, modification, termination or waiver of any provision of any portion of this Agreement or consent to any departure by the Borrower therefrom shall not be effective unless it is in writing and signed by an authorized representative of the City of Fresno, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Agreement may not be amended unless by a written instrument signed by the City of Fresno and the Borrower.

**3.20 NO WAIVER.** No waiver shall be implied from any delay or failure of the City or the Borrower to take action on any default by the other party or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations or any other acts or omission under this Agreement or to waive the requirement for the City or the Borrower's written consent to future waivers.

**3.21 BINDING UPON SUCCESSORS.** All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors- in-

interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Agreement by the Borrower without the City's consent. The term "Borrower" as used in this Agreement shall include all assigns, successors-in-interest, and transferees of the Borrower.

**3.22 RELATIONSHIP OF PARTIES.** The relationship of the City and the Borrower under this Agreement is and shall remain solely that of a lender and borrower under a loan agreement and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. The City neither undertakes nor assumes any responsibility or duty to the Borrower (except as provided herein) or to any third party with respect to the matters described herein. The Borrower shall have no authority to act as an agent of the City or to bind the City to any obligation.

**3.23 EXECUTION OF COUNTERPARTS.** This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart delivered to the City shall be deemed the original.

[SIGNATURE PAGE IS THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

CITY OF FRESNO,  
a California municipal corporation

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

APPROVED AS TO FORM:  
ANDREW JANZ

City Attorney  
By: Tricia Herrera 4/23/2026  
6D03E4AD28E0466...  
Tricia Herrera Date  
Asst./Sup./Sr. Deputy City Attorney

ATTEST:  
AMY K. ALLER  
Interim City Clerk

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

Addresses:

CITY:  
City of Fresno  
Attention: David Densley, Projects  
Administrator  
2600 Fresno Street, 3<sup>rd</sup> Floor  
Fresno, CA 93721  
Phone: (559) 621-8473  
E-mail: David.densley@fresno.gov

FRESNO AREA HISPANIC FOUNDATION,  
a 501(c)(3) NON-PROFIT

Signed by:  
By: Dora C. Westerlund 4/17/2026  
DC5BD8A9AC0342D...

Name: Dora C. Westerlund

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

Signed by:  
By: Jacqueline Lyday 4/23/2026  
A465CDAFE054470...

Name: Jacqueline Lyday

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

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

BORROWER:  
Fresno Area Hispanic Foundation  
Attention: Yery Olivares  
COO and CDFI Executive Director  
Phone: 559-222-8705  
E-mail: yolivares@fresnodbh.org

Attachments:

- EXHIBIT A: LEGAL PROPERTY DESCRIPTION
- EXHIBIT B: PROJECT DESCRIPTION, SCHEDULE, AND PROJECT BUDGET
- EXHIBIT C: INSURANCE REQUIREMENTS
- EXHIBIT D: CONFLICT OF INTEREST DISCLOSURE FORM
- EXHIBIT E: PROJECT RISK DETERMINATION
- EXHIBIT F: PROMISSORY NOTE

## **EXHIBIT "A" – LEGAL PROPERTY DESCRIPTION**

All that certain real property situated in the City of Fresno, County of Fresno, State of California, identified as Assessor's Parcel Number 468-282-21T, commonly known as 887 Fulton Street, Fresno, California 93721, and more particularly described as follows:

A parcel of land containing approximately 0.26 acres, located in the northwest quarter of Section 10, Township 14 South, Range 20 East, Mount Diablo Baseline and Meridian, as shown on the U.S. Geological Survey 7.5-minute Fresno South, California topographic map. Said parcel lies southeast of the intersection of Kern Street and Fulton Street and is presently improved with one (1) vacant commercial building originally constructed in the early 1960s.

**EXHIBIT "B" – PROJECT DESCRIPTION, SCHEDULE, AND PROJECT BUDGET**

See ABCA dated 12/05/2025 alternative three for a complete project description, scope, schedule and costs.

**EXHIBIT "C" – INSURANCE REQUIREMENTS**  
**INSURANCE REQUIREMENTS**  
**U.S. EPA BROWNFIELDS RLF SUPPLEMENTAL GRANT LOAN AGREEMENT**

(a) Throughout the life of this Agreement, BORROWER shall pay for and maintain in full force and effect all insurance as required herein 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, BORROWER 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 BORROWER 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 BORROWER 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 BORROWER shall not be deemed to release or diminish the liability of BORROWER, 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 BORROWER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of BORROWER, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

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.

## MINIMUM LIMITS OF INSURANCE

BORROWER shall procure and maintain for the duration of the contract insurance with limits of liability 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 and EMPLOYER'S LIABILITY with limits of liability not less than:
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.
4. 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 BORROWER pursuant to the Agreement.

#### UMBRELLA OR EXCESS INSURANCE

In the event BORROWER 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

BORROWER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and BORROWER shall also be responsible for payment of any self-insured retentions.

#### OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) 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 has been given to CITY, except ten (10) days for nonpayment of premium. BORROWER 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, BORROWER 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, BORROWER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than seven (7) calendar days following to the expiration date of the expiring policy.

(ii) The Commercial General, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General, Pollution and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an

additional insured for all ongoing and completed operations. The Commercial General endorsements must be as broad as that contained in ISO endorsement CG 20 10 11 85, CG 20 26 04 13 or both CG 20 10 & CG 20 37.

(iv) The Commercial General, Pollution and Automobile Liability insurance shall contain, or be endorsed to contain, that the BORROWERS' insurance shall be primary to and require no contribution from the City. Coverage under the General Liability policy shall be as broad as that contained in ISO endorsement CG 20 01 04 13

(v) If BORROWER maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by BORROWER.

(vi) 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 policies will be twice the above stated limits.

(vii) All policies of insurance shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

#### PROVIDING OF DOCUMENTS

BORROWER shall furnish CITY with all certificate(s) and applicable endorsements affecting coverage required herein. 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, BORROWER 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. All subcontractors working under the direction of BORROWER shall also be required to provide all documents noted herein.

#### SUBCONTRACTORS

If BORROWER subcontracts any or all of the services to be performed under this Agreement, BORROWER 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, BORROWER will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

**EXHIBIT "D" – CONFLICT OF INTEREST DISCLOSURE  
DISCLOSURE OF CONFLICT OF INTEREST  
U.S. EPA BROWNFIELDS RLF SUPPLEMENTAL GRANT LOAN AGREEMENT**

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

Explanation: \_\_\_\_\_

N/A

Signed by: \_\_\_\_\_  
*Dora C. Westerlund*  
DC5BD8A9AC0342D...  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 4/17/2026  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Dora C. Westerlund  
 \_\_\_\_\_  
 (Name)  
 \_\_\_\_\_  
 Fresno Area Hispanic Foundation  
 \_\_\_\_\_  
 (Company)  
 \_\_\_\_\_  
 1444 Fulton Street  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 Fresno, CA 93721  
 \_\_\_\_\_

Additional page(s) attached.  
 (City, State Zip)

**EXHIBIT "E" – PROJECT RISK DETERMINATION**  
**PROJECT RISK DETERMINATION**  
**U.S. EPA BROWNFIELDS RLF SUPPLEMENTAL GRANT LOAN AGREEMENT**

Risk Factors-

1. Prior experience with same or similar subawards- The City has determined the Fresno Area Hispanic Foundation to be low risk of Federal non-compliance and capable to perform the required tasks specified in this agreement to successfully address contamination abatement within the Property.
2. Results of previous audits- No known information was discovered regarding City projects in which audit information occurred, could not be obtained, or was withheld.
3. No new or substantial changes have occurred to personnel or systems- No major personnel or system changes have been identified which will interfere with contracting with the Fresno Area Hispanic Foundation.
4. Extent and results of Federal awarding agency or the pass-through entity's monitoring- No previous monitoring has been conducted by the City of Fresno.
5. Payment/ compensation history- The Fresno Area Hispanic Foundation is in good standing with the City of Fresno and has no evidence of the following:
  - a. Financial misrepresentation
  - b. Poor reporting requiring resubmission
  - c. Halting work due to financial reasons
  - d. Being subject to administrative or legal remedies
6. IRS Determination Letter granting income tax exemption under IRS § 501(c)(3)- Verified.
7. List of all awards of the borrower from the City of Fresno during the last two years- DDA 2024.
8. Policies in effect- The borrower affirms the following policies are in place which address:
  - a. Ethics/Professional conduct
  - b. Pay rates and benefits
  - c. Discrimination
  - d. Purchasing/Procurement
  - e. Property and equipment
  - f. Segregation of Duties
  - g. Record Retention
  - h. Cybersecurity compliance
9. Does the Fresno Area Hispanic Foundation certify that they are not presently debarred, suspended, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency- Yes

**EXHIBIT "F" - PROMISSORY NOTE**

**CITY OF FRESNO  
BROWNFIELDS PROGRAM**

**REVOLVING LOAN FUND PROMISSORY NOTE**

**NOTICE TO BORROWER  
THIS DOCUMENT CONTAINS PROVISIONS  
RESTRICTING ASSUMPTIONS AND MAY BE SECURED  
BY COLLATERAL**

Loan No. 4B-98T50501-L01

\$1,194,000

May 07, 2026

1. FOR VALUE RECEIVED, the undersigned, FRESNO AREA HISPANIC FOUNDATION, a 501(C)(3) NON-PROFIT (Borrower), promises to pay the City of Fresno, a California Municipal Corporation, (Lender), at the following address 2600 Fresno Street, Fresno, CA 93721 the sum of one million, one hundred ninety-four thousand dollars (\$1,194,000). This amount does not exceed available funding and will be sourced from the following Cooperative Agreements. 4B-98T50501 will provide \$500,000 as a standard loan and \$500,000 as a forgivable loan, which shall be forgiven upon completion of asbestos-containing materials (ACM), lead-based paint (LBP), and mold abatement. In addition, Cooperative Agreement BF-98T08001, utilizing post-closeout program income, will contribute \$194,000 from its current balance, of which \$97,000 shall be designated as an additional forgivable loan, also contingent upon completion of ACM, LBP, and mold abatement. Interest on the unpaid principal balance shall accrue from the date of first disbursement at a simple annual rate of 2.7%, consistent with the City of Fresno's investment pooled agency rate, as set forth in the agreement entered into between the Lender and Borrower ("Agreement").
2. This Note evidences the obligation of the Borrower to the Lender for the repayment of funds loaned (the "Loan") to finance the purchase of that certain real property (the "Property"), which has the address of 887 Fulton St. Fresno, CA, 93721
3. Maturity Date and Repayment. This loan's full repayment is due on 23rd of April 2031 or five years after cleanup is completed, and the Borrower agrees to pay the unpaid principal balance, unpaid accrued interest, and any other amounts due under this Note. Repayment will occur as described in article 2 of this agreement.
4. Loan Terms. Borrower agrees to pay due indebtedness as follows:
  - (a) Periodic payments are required hereunder.

- (b) Borrower may repay any or the entire Loan amount at any time without penalty.
  - (c) This loan shall accrue interest at the rate of 2.7% percent annually.
5. Default/ Acceleration of Payment. It will be a default under this Note if the Borrower defaults under the Agreement, any other Loan Document with the Lender, or this Note, and such default continues beyond the notice and cure period as provided in such documents. In the event of a default by the Borrower with respect to any sum payable under this Note and the failure to cure such default within thirty (30) days, the Borrower shall pay a late charge equal to the lesser of two percent (2%) of any outstanding payment or the maximum amount allowed by law.
6. Payments. All payments collected shall be applied first to payment of any costs, fees, or other charges due under this Note or any other Loan Documents then to the interest and then to principal balance. On the occurrence of an uncured default or on the occurrence of any other event that under the terms of the Loan Documents give rise to the right to accelerate the balance of the indebtedness, then, at the option of Lender, this Note or any notes or other instruments that may be taken in renewal or extension of all or any part of the indebtedness will immediately become due without any further presentment, demand, protest, or notice of any kind.
- a. If the holder of this note is a partnership, the Lender acknowledges and agrees that it shall send notice of any default hereunder to the limited partners of the holder of this Note and shall accept any cure offered by such limited partners on the same basis as it would accept a cure from the Borrower.
  - b. All Loan payments are payable in lawful money of the United States of America at any place that the Lender or the legal holders of this Note may, from time to time, in writing designate.
7. Costs and Fees. The Borrower agrees to pay all costs including, without limitation, reasonable attorney fees, incurred by the holder of this Note in the successful enforcement of payment, whether or not suit is filed, and including, without limitation, all costs, reasonable attorney fees, and expenses incurred by the holder of this Note in connection with any bankruptcy, reorganization, arrangement, or other similar proceedings involving the Borrower that in any way affects the exercise by the holder of this Note of its rights and remedies under this Note. All costs incurred by the holder of this Note in any action undertaken to obtain relief from the stay of bankruptcy statutes are specifically included in those costs and expenses to be paid by the Borrower.

Any notice, demand, or request relating to any matter set forth herein shall be in writing and shall be given as provided in the Agreement.

8. Party Rights. No delay or omission of the Lender in exercising any right or power arising in connection with any default will be construed as a waiver or as acquiescence, nor will any single or partial exercise preclude any further exercise. The Lender may waive any of the conditions in this Note and no waiver will be deemed to be a waiver of the Lender's rights under this Note, but rather will be deemed to have been made in pursuance of this Note and

not in modification. No waiver of any default will be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent default.

9. Compliance with the Law. The Borrower and the Lender agree that this Note will be deemed to have been made under and will be governed by the laws of California in all respects, including matters of construction, validity, and performance, and that none of its terms or provisions may be waived, altered, modified, or amended except as the Lender and the Borrower may consent to in a writing duly signed by the Borrower or the Lender or its authorized agents.
10. Nonrecourse. This Note shall be nonrecourse to the Borrower and all its constituent members and may be prepaid at any time without penalty. Neither the Borrower nor any of its directors, or in the case of an Approved Assignee, the Approved Assignee's general and limited partners, shall have any personal liability for repayment of the Loan.
11. Collateral. This Note shall not hold collateral, however, requires an organizational guarantee and the proper insurance to be held throughout the duration of contamination abatement to secure this loan.
12. Environmental Compliance and Project Contingency. The Borrower acknowledges that the Project is subject to environmental review under the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act. The Project has been determined to be exempt from CEQA, and a Notice of Exemption (NOE) will be filed following execution of this Agreement. The Borrower further agrees that no physical site work, construction, or implementation of the Project shall commence until the Section 106 review is complete and the State Historic Preservation Office (SHPO) has concurred with the EPA's determination of "No Historic Properties Affected." This Agreement shall remain contingent upon final environmental clearance, and any disbursement of funds is subject to compliance with all applicable environmental regulations.

IN WITNESS WHEREOF, Borrower has caused this Promissory Note to be executed as of the date and year first above written. By signing below, Borrower agrees to the terms and conditions as set forth above.

Executed as of the date set forth above at Fresno, California  
City

Signed by: Dana C. Westerlund 4/17/2026  
 DC5BD8A9AC0342D...  
 Borrower

Signed by: [Signature] 4/23/2026  
 A465CDAFE054470...  
 Borrower

Mailing Address for Notices:

1444 Fulton Street  
Fresno, California 93721  
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APPROVAL AS TO FORM:

Andrew N. Janz City Attorney

Signed by: Tricia Herrera Tricia Herrera  
 By: [Signature]  
 6D03E4AD28E0466...  
 Deputy City Attorney

Date: 4/23/2026

(Attach notary certificate of acknowledgment)