

**AGREEMENT
CITY OF FRESNO, CALIFORNIA**

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (the City), and FRESNO MISSION COMMUNITIES INC., a California non-profit Corporation (the Organization).

RECITALS

WHEREAS, the City desires to increase the supply of permanent supportive housing within the city of Fresno. City Studios (Project), located at 3876 N. Blackstone Avenue, will add 33 affordable housing units.

WHEREAS, the Project was purchased with ERF-2 funds and the City will provide additional funding through the Encampment Resolution Fund – Round 3 Remainder (ERF-3-R) fund for operational and capital expenses that are specific to the need of the Project and support its long-term operation. A breakdown of the operation and capital expenses can be referenced in Exhibit B.

WHEREAS, Fresno Mission Communities will designate twelve (12) units for qualified Encampment Resolution Fund (ERF) individuals as referred through the Coordinated Entry System (CES). See Exhibit A for the Project Description and Schedule.

WHEREAS, this Agreement will be administered for the City by its Planning and Development Department (Administrator) or designee.

AGREEMENT

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

1. Scope of Services. The Organization shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance.
 - (a) This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2026, subject to any earlier termination in accordance with this Agreement.
3. Compensation.
 - (a) The Organization's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed Three Hundred Forty-Eight Thousand Dollars (\$348,000.00) paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit B**. Such fees shall include all expenses incurred by the Organization in performance of the services described in **Exhibit A**.
4. The Organization will be required to have Homeless Management Information System (HMIS) access and the ability to create a project and enter at-risk and/or unhoused individuals' information and use the Coordinated Entry System (CES) to confirm individuals referred are ERF eligible.

5. The Organization will be required to submit quarterly reports to the City of Fresno Senior Management Analyst with fiscal programmatic data reflecting the progress of the project(s).
6. The Organization will provide the City with the information that is required in the quarterly reports through June 30, 2026.
7. In the event of any conflict between the body of this agreement and any Exhibit or Agreement hereto, the terms and conditions of the body of this agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.
8. Termination, Remedies, and Force Majeure.
 - a. This Agreement shall terminate without any liability of the City to the Organization upon the earlier of : (i) the Organization filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Organization; (ii) sixty (60) calendar days' prior written notice for breach of this Agreement by the Organization; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any the City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
 - b. This Agreement shall terminate without any liability of the Organization to the City upon the earlier of : (i) the City's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against City; (ii) sixty (60) calendar days' prior written notice for breach of this Agreement by City; (iii) the Organization's non-appropriation of funds sufficient to meet its obligations hereunder during the Organization's fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
 - c. Immediately upon any termination or expiration of this Agreement, the Organization shall (i) immediately cease all work hereunder; (ii) immediately cause any and all of its subcontractors to cease all work; and (iii) return to the City any and all unearned payments and all property and materials in the possession of the Organization that are owned by the City. Subject to the terms of this Agreement, The Organization shall be paid compensation for services satisfactorily performed prior to the effective date of termination.
 - d. Upon any breach of this Agreement by either Party, the other Party may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement.
 - e. Each Party shall provide the other Party with adequate written assurances of future performance, upon written request, in the event that either Party fails to comply with any terms or conditions of this Agreement.
 - f. Each Party shall be liable for default unless its nonperformance is caused by an occurrence beyond its reasonable control and without its fault or negligence such as, acts of God or the public enemy, acts of the City or the

Organization (as the case may be) in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The nonperforming Party shall notify the other Party in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence within a reasonable time, and shall promptly give written notice to the other Party of the cessation of such occurrence.

9. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by the Organization pursuant to this Agreement shall not be made available to any individual or organization by the Organization without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Organization shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object code and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all writings and documents prepared or provided by the Organization pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Organization shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If the Organization should subcontract all or any portion of the services to be performed under this Agreement, the Organization shall cause each subcontractor to also comply with the requirements of this Section 9.
- (d) This Section 9 shall survive expiration or termination of this Agreement.

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

11. Indemnification. To the furthest extent allowed by law, the Organization shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Organization or any other person, and from any and all claims, demands

and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. The Organization's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers.

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

This section shall survive termination or expiration of this Agreement.

12. Insurance.

- (a) Throughout the life of this Agreement, the Organization shall pay for and maintain in full force and effect all insurance as required in **Exhibit C**, which is incorporated into and part of this Agreement, 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 the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit C** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the 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, the Organization or any of its subcontractors/sub-Organizations fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Organization shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Organization of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the 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 the Organization shall not be deemed to release or diminish the liability of the Organization, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the 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 the Organization. Approval or purchase of any insurance contracts or policies

shall in no way relieve liability nor limit the liability of the Organization, its principals, officers, agents, employees, or persons under the supervision of Organization, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

13. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the Organization shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit D**. During the term of this Agreement, the Organization shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Organization in such statement.
- (b) The Organization shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Organization shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Organization and the respective subcontractor(s) are in full compliance with all laws and regulations. The Organization shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Organization shall immediately notify the City of these facts in writing.
- (c) In performing the work or services to be provided hereunder, the Organization shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- (d) The Organization represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- (e) The Organization and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Organization shall remain responsible for complying with Section 14(a), above.
- (f) If the Organization should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Organization

shall include the provisions of this **Section 16** in each subcontract and require its subcontractors to comply therewith.

- (g) This Section 9 shall survive expiration or termination of this Agreement.
14. Recycling Program. In the event that the Organization maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Organization at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling the City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.
 - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.
15. General Terms.
- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
 - (b) Records of the Organization's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Organization pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action commences before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Organization should subcontract all or any portion of the services to be performed under this Agreement, the Organization shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 15(b) shall survive expiration or termination of this Agreement.
 - (c) Prior to execution of this Agreement by the City, the Organization shall have provided evidence to the City that the Organization is licensed to perform the services called for by this Agreement (or that no license is required). If the Organization should subcontract all or any portion of the work or services to be performed under this Agreement, the Organization shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

16. Nondiscrimination. To the extent required by controlling federal, state and local law, the Organization shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and to the extent that it does not violate any protections of the Organization's status as a registered faith-based 501(c)(3) charitable organization, during the performance of this Agreement, Organization agrees as follows:
 - (a) The Organization will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
 - (b) The Organization will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Organization shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Organization's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Organization agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
 - (c) The Organization will, in all solicitations or advertisements for employees placed by or on behalf of the Organization in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
 - (d) The Organization will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (e) If the Organization should subcontract all or any portion of the services to be performed under this Agreement, the Organization shall cause each subcontractor to also comply with the requirements of this Section 12.

17. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Organization is acting solely as an independent contractor. Neither the Organization, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint ventures, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Organization shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Organization is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Organization and the City. The Organization shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, Organization shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Organization and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Organization shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees, all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Organization shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Organization's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Organization may be providing services to others unrelated to the City or to this Agreement.

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

19. Binding. Subject to **Section 23**, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.
20. Assignment.
 - (a) City Studios is currently owned by the City of Fresno and neither Party shall assign its respective rights or obligations under this Agreement without the prior written approval of the other Party. Any attempted assignment by a Party, its successors or assigns, shall be null and void unless approved in writing by the other Party.
 - (b) The Organization hereby agrees not to assign the payment of any monies due to the Organization from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due to the Organization directly to the Organization.
21. Compliance With Law. In providing the services required under this Agreement, the Organization shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
22. Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
23. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
24. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
25. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
26. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather by construing the terms in accordance with their generally accepted meaning.
27. Attorney's Fees. If either Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the

prevailing Party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

28. Exhibits. Each exhibit and attachment referenced in this Agreement is, by reference, incorporated into and made a part of this Agreement.
29. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
30. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
31. No Third-Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
32. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Organization.
33. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE.]

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

CITY OF FRESNO, a California
municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by:
By: Brent Richardson 10/8/2025
Brent Richardson
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy _____ Date

Fresno Mission Communities Inc., a
California non-profit corporation

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

Title: Chief Executive Office
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

DocuSigned by:
By: Dennis Koch
96E778FD66934B3...
Name: Dennis Koch

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

REVIEWED BY:

Addresses:

CITY:
City of Fresno
Attention: Joe Pasillas
Housing and Neighborhood Revitalization
Manager
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8053
E-mail: Joe.Pasillas@fresno.gov

ORGANIZATION:

Fresno Mission Communities Inc.
Attention:
Matthew Dildine, Chief Executive Officer
2025 E. Dakota Ave.
Fresno, CA 93726
Phone: (559) 268-0839

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Schedule of Fees and Compensation
3. Exhibit C - Insurance Requirements
4. Exhibit D - Conflict of Interest Disclosure Form

EXHIBIT A

SCOPE OF SERVICES

Agreement between the City of Fresno (City) and Fresno Mission Communities, Inc. (Organization)

SCOPE OF WORK

The Organization will designate twelve (12) units for ERF families or youth households that have been in the Downtown or Highway 41 encampment areas. The downtown encampment area is an 8 by 15-block triangle bounded by Highway 99, Fresno Street, and Highway 41. The Highway 41 Right-of-Way encampment area is bounded by E Barstow Ave, E Shields Ave. and N Fresno St, N Blackstone Ave.

The Organization must have access to the Homeless Management Information System (HMIS) and request referrals through the Coordinated Entry System (CES) for the twelve (12) units designated for ERF individuals at City Studios.

The Organization at City Studios will select ERF families or youth households between ages 18 and 25 that have low Income ranging from 0% of the local Area Median Income (AMI) to 30% AMI and that meet the other conditions for tenancy provided by the Organization including, but not limited to, an ability to pay rent. ERF households meeting the conditions for tenancy shall be selected in the sole and absolute discretion of the Organization. Fresno Mission Communities will prioritize twelve (12) units at City Studios located at 3876 North Blackstone Avenue, Fresno CA for individuals and/or households that have been identified as ERF clients through June 30, 2026.

USE OF ERF FUNDS

The Organization warrants, covenants and agrees that it shall request ERF Funds only for reimbursement of eligible capital expenses (e.g. purchasing of new equipment, furniture, a vehicle, laundry equipment and services) not more than Two Hundred Twenty-Nine Thousand 00/100 Dollars (\$229,000.00).

The Organization will use the remaining \$119,000 to support operational cost of City Studios and submit for reimbursement eligible expenses not more than One Hundred Nineteen Thousand 00/100 Dollars (\$119,000.00).

See Exhibit B for the budget.

LEASING OF ERF UNITS

Before leasing any ERF Units, The Organization, or authorized property management shall submit its proposed form of lease agreement for the City's review and approval. The Organization, or its authorized property manager, covenants and agrees to utilize only leases that have been approved in advance by the City. The City shall respond to the Organization's submission of a sample lease agreement within thirty (30) days. Should the City not respond within thirty (30) days of the lease agreement submittal, the Organization shall be authorized to use the submitted sample lease agreement. Additionally, the Organization shall require that any authorized property management shall not terminate the tenancy or refuse to renew the lease of an ERF tenant housed in units assisted with ERF funds except for serious or repeated violations of the terms and conditions of the lease

agreement, for non-payment of rent, for violation or applicable Federal, State, or Local Law, or for other just cause. Any such termination or refusal to renew must be preceded by not less than thirty (30) days written notice served by the Organization, or its authorized management entity upon the tenant specifying the ground for such action.

- a) The Organization shall include in its Leases of ERF Units, a provision which authorizes the Organization or its authorized property management to immediately terminate the tenancy of any household of which one or more of its members misrepresented and any fact material to the household's qualification as low income. Each such lease agreement shall also provide that the household is subject to annual certification and that if the household's annual income increases above the application limits for low income, such household's rent may be subject to increase to the lesser of ;1) the amount payable by tenant under State or local law; or 2) thirty percent (30%) of the household's actual adjusted monthly income or) as applicable by other funding sources or governing requirements.

PARTICIPATION IN HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

Health and Safety Code section 50220.7(b)(3) mandates that State funded programs agree to participate in the statewide HMIS. Health and Safety Code section 50220.6 details specifications related to the data elements to be provided to the statewide HDIS. The Organization will utilize the Homeless Management Information System (HMIS) and the Coordinated Entry System (CES) in place for the City Studios to identify individuals that are ERF eligible Individuals. The Organization must maintain records for possible audit for a minimum of five (5) years commencing at the grant closure date, collect data consistently, track both qualitative and quantitative outcomes, and provide them to the City in a timely manner. Expenses associated with HMIS licenses and services are the responsibility of the Organization.

MONITORING

The Organization must monitor any and all subawards to the Organization in accordance with the US Department of Housing and Urban Development (HUD) requirements. The Organization is further encouraged to use HUD CPD Monitoring Handbook - 6509.2 REV-7, CHG-1 in conducting their monitoring reviews.

The Organization acknowledges that the City' will periodically monitor the Organization's delivery of the service. The City' staff will monitor through regular meetings, site visits, inspection of client files, financial audits, and observation of case management meetings. The City will utilize the guidance in HUD CPD Monitoring Handbook - 6509.2 REV-7, CHG-1 as well as 24 CFR 570, 2 CFR 200 and this Agreement when conducting on-site and desk monitoring reviews.

RECORD RETENTION AND REPORTING REQUIREMENTS

The Organization must retain records in accordance with 24 CFR Subpart F – Grant Administration, § 570.506, Records to be Maintained and § 570.507 Reporting. The Organization will provide reports on ERF-3-R funding Quarterly and Annually to comply with HUD reporting requirements.

EXHIBIT B
SCHEDULE OF FEES AND EXPENSES
Agreement between City of Fresno (City)
and Fresno Mission Communities Inc, (Organization)

PROJECT DESCRIPTION

The City Studios (project) site is located at 3876 North Blackstone Avenue, Fresno, CA 93726. It consists of a thirty-three (33) unit permanent supportive housing development including 21 studios, 9 one-bedrooms, 2 two-bedrooms, and 2 three-bedrooms. Twelve (12) units will be restricted to ERF clients until 6/30/2026. The City will grant Three Hundred Forty-Eight Thousand 00/100 Dollars (\$348,000.00) to be used to reimburse eligible operation and capital expenses.

ERF-3 FUNDED FLOATING UNITS

Any unit size is may be utilized for ERF clients based on need. A total of 12 units must be designated for ERF clients.

COMPENSATION

In no event shall compensation be paid for eligible operation and capital expenses performed under this agreement in excess of Three Hundred Forty-Eight Thousand Dollars (\$348,000.00) from ERF-3-R.

REQUESTS FOR REIMBURSEMENT

Organization’s activities will be funded on a reimbursement basis with proof of actual expenses incurred and paid. Copies of all supporting documents must be clear and legible. Reimbursement packets must be completed and organized. All costs must be allowable according to 2 CFR 200 and all other applicable federal rules and regulations. Any expenses included that are not allowable will be deducted from the amount reimbursable. Expenses included in the general ledger or reimbursement request form that do not have supporting documentation will be deducted from the amount reimbursable.

The Organization shall submit monthly reimbursement packets on or before the 30th calendar day after the expiration of each calendar month.

If an invoice package is found to be incomplete, the City will submit a request to the Organization for the missing documentation. The Organization shall have 10 business days to provide the required backup documentation. If the documentation is not received within this time frame, the City will proceed with processing the reduced payment after the 10 business days have elapsed. The Organization may submit the missing documentation at a later date, provided it is submitted no later than 45 days prior to the expiration of the Term of this Agreement or within 30 days prior to the date of earlier termination of this Agreement.

MONTHLY REIMBURSEMENT SCHEDULE

Performance Period	Monthly Report Due
September 1, 2025 – September 30, 2025	October 30, 2025
October 1, 2025 – October 31, 2025	November 30,2025
November 1, 2025 – November 30, 2025	December 30, 2025

December 1, 2025 – December 31, 2025	January 30, 2026
January 1, 2026 – January 31, 2026	February 28, 2026
February 1, 2026 – February 28, 2026	March 30, 2026
March 1, 2026 – March 31, 2026	April 30, 2026
April 1, 2026 – April 30, 2026	May 30, 2026
May 1, 2026 – May 31, 2026	June 30, 2026
June 1, 2026 – June 30, 2026	July 30, 2026

QUARTERLY REPORT– The Organization shall submit quarterly reports relating to the management and operation of the Project. Reports must be submitted in the Organization’s standard format, as approved by the City, no later than the 30th calendar day after the expiration of each quarter report.’

Performance Period	Quarterly Report Due
July 1, 2025 – September 30, 2025	10/31/2025
October 1, 2025 – December 31, 2025	1/31/2026
January 1, 2026 – March 31, 2026	4/30/2026
April 1, 2026 – June30, 2026	7/31/2026

ANNUAL REPORT – An annual report is required if the Project was operational any time during the performance period, regardless of the Project’s start date. The annual report shall be submitted in accordance with the following schedule:

Performance Period	Annual Report Due
July 1, 2025 –June 30, 2026	July 31, 2026

FINAL REPORT UPON EARLY TERMINATION – In the event of early termination, the Organization shall submit a final income and expense report to the City no later than 30 days prior to the effective date of termination.

FINAL REQUEST FOR REIMBURSEMENT – The Organization shall submit the final request for reimbursement no later than June 30, 2026, prior to the expiration of the Agreement.

Budget Capital

Laundry Equipment	1	\$36,071.49	\$36,071.49
Shine Pay Install	1	\$2,142.84	\$2,142.84
Furniture Allowance	1	\$175,000.00	\$175,000.00
Misc signage	1	\$1,000.00	\$1,000.00
Exterior trash can	6	\$605.27	\$3,631.62
Cart	1	\$197.00	\$197.00
Floor squeegee	1	\$20.00	\$20.00
Wired racks	4	\$110.00	\$440.00
Shelving	2	\$365.00	\$730.00
Shelving	3	\$142.00	\$426.00
Broom	1	\$25.00	\$25.00
Broom	2	\$18.00	\$36.00
Vacuum	1	\$125.00	\$125.00
plungers	33	\$16.00	\$528.00
Trash cans	34	\$11.65	\$396.10
Office trash can	1	\$200.00	\$200.00
Internet feed device	1	\$1,200.00	\$1,200.00
Office computers	3	\$1,300.00	\$3,900.00
Computer Monitors	3	\$184.00	\$552.00
Misc office supplies	1	\$2,378.95	\$2,378.95
			\$229,000.00

Operations

Maintenance Person	1	\$33,727.00	\$33,727.00	FT person - benefits & taxes included
Landscape Person	1	\$28,056.00	\$28,056.00	FT person - benefits & taxes included
Manager	1	\$38,276.00	\$38,276.00	FT person - benefits & taxes included
Accounting	8	\$480.00	\$3,840.00	\$24 per hour at 20 hours per month
Administration fees	8	\$530.63	\$4,245.00	Exec and Director leadership and administration @ 8 hours
Fire alarm	8	\$75.00	\$600.00	
Insurance property & liability	8	\$1,282.00	\$10,256.00	
			\$348,000.00	

EXHIBIT C

INSURANCE REQUIREMENTS

Service Agreement between City of Fresno (City) and Fresno Mission Communities Inc, (Organization)

Coverage shall be at least as broad as:

(i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance 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 of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate applying separately to work performed under the Agreement

(ii) **COMMERCIAL AUTOMOBILE LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) **WORKERS’ COMPENSATION** insurance as required under the California Labor Code.

(iv) **EMPLOYEE LIABILITY** insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 diseased each employee.

(v) **BUILDERS RISK** insurance, obtained by the Organization or subcontractor in an amount equal to the completion value of the Project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building; or renovation of, or addition to, an existing building.)

(vi) **CONTRACTOR POLLUTION** with coverage for bodily injury, property damage or pollution clean-up costs that could result from 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:

\$1,000,000 per occurrence
\$2,000,000 general aggregate per annual policy period

In the event the work involves any lead-based, mold or asbestos environmental hazard, either the Automobile Liability insurance policy or the Pollution Liability insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering

materials to be transported by Fresno Mission Communities pursuant to the SLFRF Agreement.

In the event the work involves any lead-based environmental hazard (e.g., lead-based paint), the Organization's Pollution Liability insurance policy shall be endorsed to include coverage for lead-based environmental hazards. In the event the Organization involves any asbestos environmental hazard (e.g., asbestos remediation), the Organization's Pollution Liability insurance policy shall be endorsed to include coverage for asbestos environmental hazards. In the event the SLFRF Agreement involves any mold environmental hazard (e.g., mold remediation), the Pollution Liability insurance policy shall be endorsed to include coverage for mold environmental hazards and "microbial matter including mold" within the definition of "Pollution" under the policy.

(vii) Professional Liability including both (Abuse & Molestation) & (Medical Malpractice) Insurances that insure against liability arising out of the bodily injury, personal injury, including mental anguish, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. The Abuse & Molestation coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal and/or physical abuse, campus crime, sexual molestation and other sexual misconducts. The Medical Malpractice coverage should protect against any claims of medical negligence.

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event the Organization 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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

All policies of insurance required hereunder 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 day written notice has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Organization shall furnish the 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 the City, the Organization shall provide a new

certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

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

The General Liability, Automobile Liability and Pollution Liability insurance policies shall name the City, its officers, officials, agents, employees, and volunteers as an additional insured for ongoing and completed operations. All such policies of insurance shall be endorsed so the Organization's insurance shall be primary and no contribution shall be required of the City.

The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers.

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

The Builders Risk (Course of Construction) insurance policy shall be endorsed to name the City as loss payee.

All insurance policies required, including the Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees, and volunteers.

The Organization shall furnish the City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or his/her designee before work commences. Upon request of the City, the Organizations shall immediately furnish the 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.

In the event of a partial or total destruction by the perils insured against of any or all of the work and/or materials herein provided for at any time prior to the final completion of the Agreement and the final acceptance by the City of the work or materials to be performed or supplied thereunder, the Organization shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his/her sole cost and expense. Nothing herein provided for shall in any way excuse the Organization or his/her insurance company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of this Agreement.

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

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

SUBCONTRACTORS


If the Organization subcontracts any or all of the services to be performed under this Agreement, the Organization 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, the Organization 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
DISCLOSURE OF CONFLICT OF INTEREST
Fresno Mission Communities, Inc.

		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: _____

☐ Additional page(s) attached.

DocuSigned by:

 Signature ID: ED73AB77A768482...

10/8/2025
 Date

Matthew Dildine
 Name

Fresno Mission Communities Inc
 Company

2025 E Dakota Ave
 Address

Fresno CA 93726
 City, State, Zip