

**COMMUNITY PROJECT FUNDING SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF FRESNO
AND
FRESNO METRO MINISTRY**

THIS AGREEMENT (Agreement) is entered into this ____ day of _____, 2023, between the City of Fresno, a California municipal corporation (City) and the Fresno Metro Ministry (CPF Grantee) in City of Fresno.

WHEREAS, the CPF Grantee is a recipient of a grant for the Economic Development Initiative for the purpose of Community Project Funding/Congressionally Directed Spending for the Urban Heat Island Mitigation and Edible Food Rescue and Distribution Project (the Project); and

WHEREAS, such projects and activities receiving federal financial assistance are subject to the provisions of the National Environmental Policy Act of 1969 (NEPA) and implementing regulations of the Council on Environmental Quality, including but not limited to the regulations at 40 CFR Parts 1500-1508, and implementing regulations of the U.S. Department of Housing and Urban Development (HUD), including but not limited to HUD's regulations at 24 CFR Part 58; and

WHEREAS, pursuant to 24 CFR § 58.2(a)(7)(ii)(C), where the recipient of federal financial assistance is a non-profit, a unit of local government where the project is located is authorized to assume environmental review obligations as the Responsible Entity; and

WHEREAS, the City certifies that is it authorized to: (1) assume the responsibility of HUD as the Federal decision-making entity under NEPA and each provision of law designated in the NEPA-related laws in 24 CFR § 58.5, and to accept jurisdiction of the Federal courts for enforcement of the environmental review responsibilities applicable to the Project; and (2) assume HUD's responsibility for environmental review, decision making and action, including executing the certification portion of HUD's Request for Release of Funds and Certification for the Project as set forth in 24 CFR Part 58; and

WHEREAS, for the purposes of expediting project development, the CPF Grantee has requested the City to act as the Responsible Entity with respect to the Project; and

WHEREAS, upon the conditions and provisions set forth in this Agreement, the City is willing to act as the Responsible Entity with respect to said project.

NOW THEREFORE, in consideration of the mutual promises and terms and conditions set forth below, the CPF Grantee and City do hereby agree as follows:

1. DEFINITIONS

The definitions at 2 CFR 200.1 apply to this Agreement, except where this Agreement, specifically states otherwise.

2. TERM OF AGREEMENT

Section 2.1 Term of Agreement

The term of this Agreement shall commence on the date of this agreement, and unless terminated earlier pursuant to the terms of this Agreement, shall continue until 6/30/24. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which CPF Grantee remains in control of CFP funds or other CFP assets including Program Income.

Section 2.2 Scope of Work

CPF Grantee will be responsible for administering services in a manner satisfactory to City and consistent with any standards required as a condition of providing these funds. City will perform the services set forth in Section 1.1 above.

CPF Grantee shall administer the Program for the whole term of the Agreement. CPF Grantee shall administer the Program in compliance with the CPF requirements and in a manner that meets the CPF national objective(s) of in 2 CFR Part 180 as incorporated and supplemented by HUD's regulations at 2 CFR Part 2424.

The City will monitor the performance of CPF Grantee against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by CPF Grantee within a reasonable amount of time after being notified by the City, contract suspension or termination procedures will be initiated.

3. CONDITIONS

Section 3.1 Award-Specific Requirements

The funds provided under this Agreement must be used for the CPF Grantee's "project" as identified in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof. The Project Narrative may be amended in accordance with conditions under 2 CFR 200.308, provided that the COF Grantee does not change its project in a manner that would conflict with the express language of the Explanatory Statement for Division L of that Act, 2022, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement).

Section 3.2 Approved Budget

The CPF Grantee's approved budget as Identified in Exhibit "A." This Agreement is the most recent line-item budget submitted by the CPF Grantee and approved by HUD for this project. The CPF Grantee may change the amounts budgeted for each activity only as provided by 2 CFR 200.308 and this Agreement.

Section 3.3 Changes to Project Narrative or Budget

To request HUD's approval for a change in the project narrative or budget, the CPF Grantee must submit a formal letter to the City, the letter, submitted by email to the assigned Grant Officer, must include both justification for the change and a revised line-item budget that includes the requested change. The CPF Grantee is prohibited from changing its budget in a manner that would conflict with the express language of the Explanatory Statement or the cost limitations provided in this Agreement.

The City will notify the CPF Grantee in writing, by email, whether HUD approved or disapproved the change and revised budget. If approved, the CPF Grantee must update its budget information in Disaster Recovery Grant Reporting (DRGR) before the City will expend the Funds in accordance with an approved change.

Section 3.4 Use of Funds

Unless explicitly stated in the Explanatory Statement and documented in the approved budget, no more than 20 percent of the total grant amount may be used for planning and management development costs, as described under 24 CFR 570.205, or administrative costs, as described under 24 CFR 570.206. Program income and eligible activities identified in the description of the CPF Grantee's "project" in the Explanatory Statement are not subject to this spending limit.

The CPF Grantee may not use any grant funds to reimburse costs incurred before the date City signed this Agreement.

As authorized under 2 CFR 200.307(e)(2), program income must be used for the purposes and under the conditions of this Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the funds.

This Agreement is subject to the requirements that apply to pass-through entities under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Agreement.

4. GENERAL FEDERAL REQUIREMENTS

The CPF Grantee agrees to administer the services in compliance with all applicable City, State and Federal guidelines including but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

A. The CPF Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. The CPF Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the CPF Grantee's project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

B. The CPF Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as may be amended from time to time. If 2 CFR Part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the CPF Grantee after those amendment become effective.

C. The CPF Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 (System for Award Management and Universal Identifier Requirements) and the Award Term in Appendix A to 2 CFR Part 170 (Reporting Subawards and Executive Compensation), which are hereby incorporated into and made part of this Agreement.

D. Unless the CPF Grantee is exempt from the Byrd Amendment as explained below, the CPF Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The CPF Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the CPF Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Consistent with these requirements, the Grantee must sign the certification that is included in Exhibit "D" and return it to City with this signed agreement.

E. The CPF Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

F. The CPF Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR Part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR Part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

G. If funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR Part 35)), and EPA's lead- based paint rules

(e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR Part 745)).

H. The CPF Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR Part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

I. The CPF Grantee must not use any funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107- 118). Public use does not include economic development that primarily benefits private entities.

J. The CPF Grantee must not use any funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography.

K. The CPF Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, if applicable to the Grantee's project. Pursuant to HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), any funds obligated by HUD and the Grantee on or after November 14, 2022, are subject to BABA requirements, unless excepted by a waiver. Additional information on BABA will be available at https://www.hud.gov/program_offices/general_counsel/BABA.

5. CONFLICT OF INTEREST

Section 5.1 Conflicts Subject to Procurement Regulations

When procuring property or services, the CPF Grantee shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the CPF Grantee must follow the requirements contained in paragraphs 2-5 below.

Section 5.2 General Prohibition

No person who is an employee, agent, consultant, officer, or elected or appointed official of the CPF Grantee who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for

himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

Section 5.3 Exceptions

HUD may grant an exception to the general prohibition in paragraph (ii) upon the CPF Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the CPF Grantee's project, considering the cumulative effects of the factors in paragraph (v).

Section 5.4 Threshold Requirements for Exceptions

HUD will consider an exception only after the CPF Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the CPF Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

Section 5.5 Factors to be Considered for Exceptions

In determining whether to grant a requested exception after the CPF Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;
- e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);
- f. Whether undue hardship will result either to the CPF Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

Section 5.6 Disclosure of Potential Conflicts of Interest

The CPF Grantee must disclose in writing to HUD and the City any potential conflict of interest.

6. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse CPF Grantee in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. CPF sole source of compensation hereunder will be in the form of a grant of CPF funds as described herein. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$665,000. CPF Grantee shall submit to the City a request for payment in a form acceptable to the City, on a monthly basis for the term of this Agreement. Said request shall be accompanied with supporting documentation including but not limited to paid receipts, invoices and timesheets, to all the City to determine compliance with applicable federal regulations, including cost allowability.

The City shall pay all approved requests pursuant to this Agreement within the normal course of business, typically within 30 days of receipt. If the City disallows any cost submitted by CPF Grantee, within ten business days the City will provide written notice notification to CPF Grantee of the disallowance, including any correction action necessary to process payment.

All funds are paid contingent upon CPF Grantee's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the program. Any unearned or recaptured CPF funding shall be returned to the City within thirty days of the earlier of termination of this Agreement or notice by the City. Any interest earned or received by CPF Grantee thereon shall be remitted to the City.

An authorized official for the CPF Grantee must provide a signed certification with each request that stated the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812)."

CPF Grantee understands and agrees the availability of CPF funds is subject to the control of HUD, or other federal agencies, and should the CPF funds be encumbered, withdrawn or otherwise made unavailable to the City, whether earned by or promised to CPF Grantee, and/or should the City in any fiscal year hereunder fail to allocate CPF funds, the City shall not provide said funds unless and until they are made available for payment to CPF Grantee by HUD and the City receives and allocates said funds. No other funds owned or controlled by the City shall be obligated under this Agreement to the Project.

Notwithstanding any other provision of this Agreement, the City will not be responsible for payment of any grant funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

7. DUTIES AND RESPONSIBILITIES

Section 7.1 City's Duties/Services and Responsibilities

1. The City will perform and/or manage the environmental review and prepare all necessary documentation in support of the environmental review record for the Project and any necessary accompanying documents, in full compliance with:
 - a. HUD's "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities" (24 CFR Part 58);
 - b. Section 102 of NEPA;
 - c. Related provisions of the Council on Environmental Quality regulations contained in 40 CFR Parts 1500 through 1508; and
 - d. All other applicable Federal and State Regulations.
2. Where appropriate and necessary in the environmental review process, the City will issue a finding of no significant impact or finding of significant impact, determine whether to hold public hearings, prepare records of decision, issue notices of intent to request release of funds and/or notices of findings of no significant impact, and prepare and send to CPF Grantee requests for release of funds for submission to HUD, along with a description of any conditions that must be adhered to in carrying out the project.

Section 7.2 CPF Grantee's Duties and Responsibilities

1. The CPF Grantee shall, at the Grantee's expense, provide the City with all available project and environmental information which the City may reasonably request in connection with the City's activities pursuant to this Agreement, including, without limitation, all existing relevant information and any reports of investigation or study which, in the City's opinion, should be undertaken or may be reasonably required to conduct an appropriate environmental review consistent with laws and regulations.
2. The CPF Grantee will provide the City with documentation that adequately describes the full scope of the subject project, and a project budget that includes federal and non-federal funding sources.
3. The CPF Grantee shall promptly reimburse the City for its actual reasonable expenses incurred for performing its functions under this Agreement, including, but not limited to:
 - a. The costs of publishing notices;
 - b. Necessary travel expenses;

- c. The fees and expenses of experts, consultants and outside services retained by the City;
 - d. City's staff time devoted to performance of the City's function under this agreement; and
 - e. The actual costs incurred associated with any surveys or investigations.
4. The CPF Grantee shall have the responsibility to monitor the environmental mitigation required under the project's environmental grant conditions specified in the Part 58 environmental review and shall advise the City of any proposed change in the project scope or any change in the environmental conditions.
 5. The CPF Grantee will communicate to all stakeholders of the project that an environmental review must be completed, and HUD must approve a Request for Release of Funds for the project before any partner or stakeholder in the project makes any additional choice limiting actions after the Letter of Invitation was issued by HUD.

8. RECORDS AND REPORTS

On a semi-annual basis, CPF Grantee shall submit to the City, on the form provided by the City as Exhibit "D," a completed performance report providing the requested information and data. The first of these reporting periods begins on the January or June after the date this Agreement is signed by the City. All reports must be submitted no later than thirty calendar days after the end of the 6-month reporting period. When the report submission due date falls on a weekend or state-recognized holiday, reports will be due on the first business day that follows.

The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives indicated in the CPF Grantee's project narrative, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The performance reports must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives indicated in the CPF Grantee's Project Narrative, the reasons for slippage if established objectives were not overruns.

The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report and identify the corrections the CPF Grantee must make. The City will notify CPF Grantee of any corrections required by HUD.

No drawdown of funds will be allowed while the CPF Grantee has an overdue performance or financial report.

The CPF Grantee must report and account for all property acquired or improved with grant funds as provided by 2 CFR Part 200. This reporting obligation includes submitting

status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

CPF Grantee shall maintain all records that are pertinent to the activities funded by this Agreement. Such records shall include but not limited to:

1. A Full description of each activity undertaken;
2. Records demonstrating each activity undertaken meets one of the National Objectives of the CPF program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CPF assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CPF program;
6. Financial records required by 2 CFR Part 200 as amended by 24 CFR 570.502; and
7. Other records necessary to document compliance with the CPF program.

CPF Grantee shall retain all project files, financial records and any other documents related to the program for a period of three years from the date of the close of this Agreement, except in the following cases:

- If any litigation, claim or audit started before the expiration of the three year period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- When the CPF Grantee is notified in writing by the City to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

The City shall monitor and evaluate the CPF Grantee's performance under this Agreement to determine compliance with this Agreement and CPF requirements. CPF Grantee shall cooperate with the City and any federal auditors authorized by the City and shall make available all information, documents and records reasonably requested and shall provide the City the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to required retention period but last as long as the records are retained.

9. AUDIT REQUIREMENTS

Within thirty days of the close of CPF Grantee's fiscal year, CPF Grantee shall provide to the City a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

CPF Grantee agrees to have a single or program-specific audit conducted in accordance with the provision of 2 CFR 200 Subpart F if CPF Grantee expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. CPF Grantee shall submit a copy of the audit to the City and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). CPF Grantee shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The City shall issue a management decision for audit findings that relate to this Agreement with six months of acceptance of the audit report by the FAC.

10. CLOSEOUT

The Agreement will be closed out in accordance with 2 CFR Part 200, as may be amended from time to time, except as otherwise specified in this Agreement.

The CPF Grantee must submit to the City a written request to close out the Agreement no later than 30 calendar days after the City has drawn down all grant funds and completed the activities described in the Project Narrative (Exhibit A). The City will then send the Closeout Agreement and Closeout Certification to the CPF Grantee.

At HUD's option, the City may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the CPF Grantee must promptly resolve the findings.

The CPF Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with this Agreement by the CPF Grantee and all participating parties. The CPF Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

No later than 120 calendar days after the Period of Performance, CPF Grantee shall provide to the City the following documentation:

1. A Certification of Project Completion;
2. A Grant Closeout Agreement;
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR Part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds;
4. A final performance report providing a comparison of actual accomplishments with each of the project commitments and objectives in the approved application, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns; and

5. A final property report, if specifically requested by HUD at the time of closeout.

11. SUSPENSION AND TERMINATION

Section 11.1 Termination for Convenience

This Agreement may be terminated by either party if CPF Grantee and the City mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Section 11.2 Termination for Cause

The City may suspend or terminate this Agreement if CPF Grantee materially fails to comply with any terms of the Agreement.

If, through any cause, the CPF Grantee fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if CPF Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving the CPF Grantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by CPF Grantee under this Agreement shall, at the option of the City, become its property and the CPF Grantee shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

12. MANDATORY DISCLOSURES

The CPF Grantee shall provide written notice to the City within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

13. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the CPF Grantee concerning the City under this Agreement shall not be made available to any individual or organization by the CPF Grantee without first submitting them to the City.

14. GENERAL CONDITIONS

The CPF Grantee shall implement this Agreement in accordance with applicable Federal, State and City laws, ordinances and codes. Should the Project receive additional funding after the commencement of this Agreement, CPF Grantee shall notify the City in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by the City within forty-five days of said official notification.

The CPF Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in performance of this Agreement.

The CPF Grantee shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, State and

Federal guidelines and regulations. Prior to the execution of any subcontract hereunder, such subcontracts must be submitted by the CPF Grantee to the City for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by the CPF Grantee or reimbursed by the City without prior written approval.

15. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, the CPF Grantee is acting solely as an independent contractor. Neither the CPF Grantee, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, 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 CPF Grantee shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the CPF Grantee is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between the CPF Grantee and the City of Fresno. The CPF Grantee shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the CPF Grantee shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, the CPF Grantee and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to the City's employees. The CPF Grantee shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of its employees and employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the CPF Grantee 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 CPF Grantee'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's 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, the CPF Grantee may be providing services to others unrelated to the City or to this Agreement.

16. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, the CPF Grantee 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 City, the CPF Grantee or any other person, and from any and all claims,

demands and action in law or equity (including attorney’s fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. The CPF Grantee’s obligations under the preceding sentence shall apply regardless of whether the 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 willful misconduct, or the City or any of its officers, officials, employees, agents or volunteers.

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

This section shall survive termination or expiration of this Agreement.

17. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representative:

<p><u>City</u> City of Fresno Attn: Grants Management Unit 2600 Fresno Street Fresno, CA 93721 559.621.7008</p>	<p><u>CPF Grantee</u> Fresno Metro Ministry Attn: Keith Bergthold 3845 N. Clark St., Ste 101 Fresno, CA 93726 559.485.9109</p>
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18. AMENDMENTS

The City or CPF Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the CPF Grantee from its obligations under this Agreement. Notwithstanding the foregoing, approval of the City Council is not required` for (i) insubstantial adjustment in line items within the total approved budget; not affecting the total approved budget, approved by HUD Office of Economic Development – Congressional Grants Division (Administrator) or his or her designee; (ii) insubstantial changes in the nature of scope of services specified in this Agreement approved by the Administrator in his/her sole discretion, (iii) changes to the insurance requirements specified in Exhibit “E” approved by the City’s Risk Manager in his/her sold discretion and

(iv) an extension to the term of the Agreement, not to exceed six months, in Administrator's sole discretion.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the CPF Grantee.

19. ASSIGNMENT

The CPF Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

20. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

21. ATTORNEY FEES

If either party is required to commence any proceedings or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

22. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and insure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

23. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

24. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

25. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

26. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both the City and the CPF Grantee.

27. EXHIBITS

Each exhibit and attachment referenced in this Agreement is by the reference, incorporated into and made a part of this Agreement.

28. EXPENSES INCURRED UPON EVENT OF DEFAULT

The CPF Grantee shall reimburse the City for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by the City as a result of one or more Events of Default by the CPF Grantee under this Agreement.

29. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno County, California.

30. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

31. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

32. NO THIRD-PARTY BENEFICIARY

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 other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retain by the CPF Grantee shall any rights hereunder and shall look to the CPF Grantee as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all right to seek redress from the City under any circumstances whatsoever. The CPF Grantee shall include this paragraph in all contracts/subcontracts.

33. NO WAIVER

Neither failure nor delay on the part of the City in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise thereof of any such right precluded any further exercise thereof or exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the CPF Grantee therefrom shall be effective unless the same shall be in writing, signed on behalf of the City by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the CPF Grantee in any case shall entitle the CPF Grantee to any other or further notices or demands in similar or other circumstances or constitute a waiver of any of the City's right to take other or further action in any circumstances without notice or demand.

34. NON-RELIANCE

The CPF Grantee hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on the City, its agents, employees, or attorneys in entering into this Agreement.

35. 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 will Control.

36. SEVERABILITY

In any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

[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

FRESNO METRO MINISTRY
a California Nonprofit Corporation

By: _____
Georgeanne A. White
City Manager

By: Dr. Francine Oputa
Name: Dr. Francine Oputa

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

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

By: Angela M. Karst 4/11/2023
Name: Angela M. Karst Date
Deputy City Attorney

By: Dr. Daniel Griffin
Name: Dr. Daniel Griffin

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Date
Deputy

REVIEWED BY:

Addresses:
CITY:
City of Fresno
Attention: Courtney Espinoza
Business Manager
2600 Fresno Street
Fresno, CA 93721
Phone: 559.621.7008
E-mail: Courtney.espinoza@fresno.gov

CONSULTANT:
Fresno Metro Ministry
Attention: Keith Bergthold
Strategic Advisor and St Rest Hub Project
Manager
3845 N. Clark St., Suite 101
Fresno, CA 93726
Phone: 559.485.9109
E-mail: keith@fresnometmin.org

- Attachments:
1. Exhibit A - Scope of Services
 2. Exhibit B - Insurance Requirements
 3. Exhibit C - Conflict of Interest Disclosure Form
 4. Exhibit D – Certification Regarding Lobbying
 5. Exhibit E – Reporting Requirements

Exhibit A – Scope of Services

The HUD funding, covered in this narrative and budget for \$665,000, will leverage additional matching funds of \$4,915,141 to complete construction of the St. Rest + Food to Share Hub, a Transformative Climate Communities (TCC) project as well, with a total estimated cost of \$5,580,149 as of July 8, 2022. This debt-free and productive community asset is aligned with City plans and priorities, will be financially sustainable, and its related programs will perpetually meet critical community needs. (See attached project information and conceptual plans.)

Astonishingly, Fresno is the 3rd highest food hardship county in the U.S. The project area in Southwest Fresno, within a defined food desert cluster of census tracts surrounding the Food Hub site along Elm Avenue, represents one the most racially inequitable and unjust, highest concentrated poverty, pollution burdened, food insecure, chronic disease, and most disinvested, neglected and underserved communities in Fresno, California, and the nation. The St. Rest + Food to Share Hub will directly address goals to alleviate extreme food insecurity, public health challenges, and negative economic impacts in these areas of Southwest Fresno, all conditions made much worse by COVID 19 and key elements required to be mitigated for building a local foundation for a strong and equitable recovery. We will measurably make progress on these goals by distributing millions of pounds of increased healthy food annually to individuals and families experiencing extreme food insecurity and related negative health outcomes, providing cooking skills and nutrition education classes to increase community members' confidence for improving their diets, disease prevention and resilience capabilities, modelling a place-making urban infill and community-economic development implementation strategy for revitalization of the Elm Avenue brownfield corridor, supporting local food vendors' entrepreneurship capacity needs and opportunities, and being a key peer partner food hub site and integral program in a regional food innovation and economic development initiative led by our six-county Central Valley Community Foundation (CVCF).

The St. Rest + Food to Share Hub project, when operational, will not only be a debt-free community asset, but represent a community-based partnership offering an effective and experienced CBO team with the relationships and resources to perpetually sustain program activities and results. Partners Fresno Metro Ministry (Metro) and Saint Rest Baptist Church (St. Rest) have 52 years and 80 years of experience, respectively, working with underserved communities in Fresno. Metro is the fiscal agent for the partnership. Metro conceived and operates the Food to Share program, rescuing and redistributing nearly 7 million pounds of healthy food the past 5 years that otherwise would have been thrown away, and St. Rest is building a catalyst campus and array of community programs for the economic revitalization and health of the Southwest Fresno community. Our work together with the City of Fresno and many other partners will renovate a 5,852 sq. ft. 80-year-old warehouse on the St. Rest Campus as a modern food logistics platform for Metro's Food to Share food recovery and distribution program and St. Rest's Food Ministry and build a new 4,000 sq. ft. two-story building on site with a certified commercial kitchen, training area, classroom and offices to serve the community and local food enterprises directly from Elm Avenue.

The St. Rest + Food to Share Hub project is part of, aligned with, and leverages for collective impact, Federal, State and City plans, policies and priorities, and many connected projects, initiatives, and regulatory programs, including: the Transformative Climate Communities (TCC) program, the City approved and community supported Elm Avenue Revitalization Strategy, the 7.5 acre YoVille Community Garden and Urban Farm Incubator near the project site in Southwest Fresno, CVCF DRIVE initiatives including F3 and Fresno Opportunity Corridors, the development of a Fresno Food Policy Council, and implementation of the edible food waste prevention goals in SB1383, and more.

Please note the widespread spirit of community stewardship for this project through matching donations, and that only development hard costs are included in this HUD funding budget. Metro is donating its staff time and securing other separate resources for all project related fiscal, grant and project construction management expenses to ensure 100% of every dollar of this HUD funding and all other development funding received goes to construction line-item costs. St. Rest is similarly foregoing any HUD funding for non-construction expenses. We believe in and mutually employ stewardship, not only to help mitigate rapid project price inflation impacts, but also to stress creation of a debt-free productive community asset that can perpetually keep giving.

SERVICES DESCRIPTION - St. Rest + Food to Share Hub Project

Detailed Services Provided – Including Eligible Activities – Number of Participants Served: The St. Rest + Food to Share Hub represents a physical platform for delivering critically needed community services, with the specific services it will supply clearly being aligned and consistent with City plans and priorities, and other food security, health and economic development initiatives. (See building, site and floor plans attached.)

The St. Rest + Food to Share Hub will directly address goals to alleviate extreme food insecurity, public health challenges, and negative economic impacts in these areas of Southwest Fresno, conditions made much worse by COVID 19 and key elements required to be mitigated for building a local foundation for a strong and equitable recovery. We will measurably make progress on these goals by distributing millions of pounds of increased healthy food annually to individuals and families experiencing extreme food insecurity and related negative health outcomes, providing cooking skills and nutrition education classes to increase hundreds of community members' confidence for improving their diets, disease prevention and resilience capabilities, modelling a place-making urban infill and community-economic development implementation strategy for revitalization of the Elm Avenue brownfield corridor, supporting local food vendors' entrepreneurship capacity needs and opportunities, and being a key peer partner food hub site and integral program in a regional food innovation and economic development initiative led by our six-county Central Valley Community Foundation (CVCF).

Healthy Food Recovery and Distribution: Fresno Metro Ministry (Metro) started addressing the extreme food hardship in Fresno in late 2016, conceiving, launching and operating the Food to Share program, rescuing and redistributing nearly 7 million pounds of healthy food the past 5 years that otherwise would have been thrown away. Metro's Food to Share Program has a working partnership and MOU with the Fresno Unified

School District (FUSD) to ramp-up our operations to recover food from all 94 schools with food service. The FUSD Nutrition Center produces 70,000 meal per day delivered to 94 schools. Pre-COVID we were recovering food from 28 schools, and we are in the process with students back in classrooms of re-engaging all those schools and more. If we get to 94 schools over the next 5 years, we estimate at current recovery rates just FUSD would be contributing 2.5-3.0 million pounds annually of healthy food access to communities in need through the Food to Share program. Once the St. Rest + Food to Share Hub Warehouse Renovation is complete and operational - we estimate we will increase food distribution to Southwest Fresno and other underserved communities in Fresno by an average of more than 1,000,000 pounds annually, serving 21,600 residents for each additional 1,000,000 pounds – ramped up by each succeeding year as follows: 1st Year Full Operations: Recover and distribute 300 net tons (600,000 pounds) of healthy food; 2nd Year Full Operations: Recover and distribute 425 net tons (850,000 pounds) of healthy food; 3rd Year Full Operations: Recover and distribute 775 net tons (1,550,000 pounds) of healthy food; for a cumulative total of 3 million additional pounds of healthy food distributed in the first 3 years of St. Rest + Food to Share Hub operations. Healthy food will be distributed at this St. Rest site, and across the community and the Fresno Urban Area through the Food to Share Program’s expanding fleet of cargo vans (now 5) and its network of 49 churches, CBOs, senior centers, youth centers and other food distribution points receiving food.

Cooking Matters Classes: Metro’s Food to Share program knows from experience that it is necessary to get nutritious food into our communities but that it is not sufficient. Cooking skills, nutrition education and culinary confidence are necessary to guarantee that these nutritious foods are actually consumed and can produce their inherent health and disease prevention benefits. Metro is a formal Cooking Matters chapter and has provided courses to hundreds of Fresno community participants over the past 4 years. By leveraging partnerships with the CSUF food science department, Fresno City College and Fresno County Department of Public Health, Cooking Matters classes will utilize the “Cooking Matters for Parents” and “Cooking Matters for Children and Youth” curriculums developed and provided by originator Share Our Strength. Once the commercial kitchen and training area in the New 2 -Story Building are complete, Food to Share will enhance St. Rest + Food to Share Hub capacities through its six-week long Cooking Matters cooking skills and nutrition education classes with the goal of 150 annual Cooking Matters class participants annually (10 six-week cohorts of 15 students/participants) increasing their consumption of fruits and vegetables and feeling more confident in food budget planning and cooking meals at home. Cooking Matters is a curriculum proven to increase healthy eating habits. Courses meet for two hours once a week for six weeks and are team-taught by a volunteer chef and nutrition educator. Lessons cover meal preparation, grocery shopping, food budgeting and nutrition. Participants practice fundamental cooking skills, including proper knife techniques, reading ingredient labels, and making a healthy meal for a family of four on a \$10 budget.

Food Entrepreneur Support: The commercial kitchen is designed to also support Southwest Fresno community food entrepreneurs: food trucks, caterers, mobile vendors, and cottage food producers, who need a certified commercial kitchen anchor at various

times for certain business purposes and special events, when the kitchen can be scheduled for such supportive activities.

Elm Avenue Revitalization: The St. Rest + Food to Share Hub is a key catalyst project for Elm Avenue brownfield revitalization efforts as envisioned by the City and community advocates in the approved Elm Avenue Revitalization Strategy and will represent a model for development quality and community services to encourage more business, housing and community development.

<https://www.fresno.gov/darm/wp-content/uploads/sites/10/2019/09/Elm-Avenue-Revitalization-Strategy.pdf>

CVCF DRIVE F3: The St. Rest + Food to Share Hub will be a key peer partner food hub site and integral program in a regional food innovation and economic development initiative led by our six-county foundation CVCF.

https://drive.google.com/file/d/16Ni_pDMAqRExdJe3HZnSfFWaJBCwE-F/view?usp=sharing

Target Populations: The primary target population resides in Southwest Fresno (93706 zip code) with about 37,000 residents, and in a more focused food desert Census Tract cluster area in 93706 surrounding the project site along Elm Avenue with about 11,000 residents. As the more detailed demographic data we supply in Section 4 below evidences, the community members living in our focus Census Tracts surrounding the St. Rest + Food to Share Hub site represent a 96.5% minority population, 48.3% and 62.9% poverty rates respectively for individuals and children, with 21.6% of these households with no vehicle to meet private transportation needs. Data suggest this geo cluster has some of the highest poverty and pollution exposure, lowest educational attainment and food access and highest disease prevalence in California, if not the U.S.

Timelines and Project Schedule: Warehouse Renovation: March-April 2022: Began demolition and hazard removal and renovation construction; October 2022: Plan for full occupancy and operations of warehouse and partial site area while New 2-Story Building and final site development are under construction. **New 2-Story Building:** May-June 2022: Architects will complete New 2-Story Building and final site plans and submit to City of Fresno for entitlement and building permits; August 2022: Bids out to subcontractors, bid opening and final selections; October 2022: Plan to begin New 2-Story Building construction and final site development; July 2023: Plan for occupancy and full operations of New 2-Story Building and completed full site area in conjunction with Warehouse in operation since October, 2022.

Program Outcomes: The St. Rest + Food to Share Hub and its programs are designed in alignment with the City of Fresno's plan to foster, promote, and accelerate inclusive economic recovery across all socioeconomic sectors in the City, and to integrate and leverage results of other community-based initiatives underway to achieve collective impact with ARPA and other funds. Defining and measuring specific St. Rest + Food to Share Hub program outcome contributions to larger initiatives (like F3 for example) will necessarily be a collaborative endeavor, but we think the program outcomes and measures will be similar in type to those outlined below.

Healthy Food Recovery and Distribution & Cooking Matters Classes: Metro is working closely with Urban Footprint as part of a multi-year pilot to test of their big data Food Security Insights (FSI) tool which can measure the impact of our food programs in terms of changing levels of food insecurity and food insufficiency down to the Census Block Group level every two weeks: <https://urbanfootprint.com/solutions/food-security-insights/> While we already measure pounds & people served, pre-post attitudes toward different foods and participant sense of cooking skills efficacy, we believe in the next 3 years the FSI Tool will allow us evaluate and claim program outcomes that verify we have measurably reduced food insecurity and food insufficiency in our target area communities. We also project 12 F-T/P-T time jobs will be created at St. Rest over 5-6 years.

Food Entrepreneur Support: We also project 30-40 F-T/P-T time jobs created by food entrepreneurs who use supportive commercial kitchen infrastructure at St. Rest over the 5 years following kitchen completion.

Elm Avenue Revitalization: Based upon vacant land near St. Rest and jobs per sq. ft., we project 100,000 sq. ft. of new development encouraged by St. Rest model over 10 years producing 160-200 new F-T/P-T time jobs.

MEETING MULTIPLE FUNDING PRIORITIES - St. Rest + Food to Share Hub Project

Residents of Southwest Fresno have been and will continue to be engaged as partners in this project. On numerous occasions and in community-centered planning processes such as the Elm Avenue Revitalization Strategy, the community has repeatedly asked for increased healthy food access and economic development opportunities such as those proposed by this project.

Project Clearly Addresses Key Funding Priorities and the Needs of Community

Residents: The St. Rest + Food to Share Hub development project facilities services and new opportunities that clearly respond to the adverse consequences of COVID 19, by elevating support for public health and addressing negative economic impacts, two of the five key categories of eligible expenditures in Interim Treasury Rules. The project geographic area is Southwest Fresno and a cluster of census tracts surrounding the project site along Elm Avenue which represents one of the most racially inequitable and unjust, highest concentrated poverty, pollution burdened, food insecure, chronic disease, and most disinvested, neglected and underserved communities in Fresno, California, and the U.S., all conditions worsened further by COVID 19 as articulated below in relation to target area demographic and health data.

How Services Meet Funding Priorities: As noted in more detail in SECTION on SERVICES DESCRIPTION, the St. Rest + Food to Share Hub development project creates millions of pounds of increased rescued healthy food access for families with extreme food insecurity and health challenges, provides cooking skills and nutrition education classes to community members for improving diets, disease prevention and resilience, models a physical infill and economic development implementation strategy for revitalization of a brownfield corridor, supports local food vendors entrepreneurship opportunities, and is a key partner in a regional food innovation and economic development initiative led by our six-county regional-community foundation.

Community and Public Health Information of a COVID Impacted and Underserved

Community: Fresno is ranked as the 3rd worst food hardship metropolitan statistical area (MSA) in the U.S. (Food Action Research Center), with irony upon injury being that Fresno is also the main hub in the Central Valley of California (CA) which represents the most robust food producing region of the world. Although the project will ultimately provide benefits to residents throughout the Fresno area, the project is primarily focused on improving food access and economic opportunities for residents within the Bethune, Columbia, Lincoln, King, Kirk, and West neighborhoods in Southwest Fresno. These neighborhoods encompass eight Fresno County census tracts (CTs): 2, 3, 7, 8, 9.01, 9.02, 10, and 11.

Demographic data characterizing the target community are presented below, together with comparative data for the City of Fresno, State of California, and the U.S. As summarized in the table, sensitive populations in the focus area suffer from some of the highest rates of poverty and lowest levels education in the country, and these issues have been exacerbated by impacts related to the COVID-19 pandemic.

Table 1 – Select Demographic Data for Project Area Neighborhoods ¹

Demographic Measures	Focus Area CTs	City of Fresno	State of California	United States
Minority population (% of total)	96.5%	73.1%	62.8%	39.3%
Hispanic population (% of total)	68.2%	49.6%	39.0%	18.0%
Black only population (% of total)	17.3%	7.4%	5.8%	12.7%
Median Household Income (MHI)	\$27,181	\$50,432	\$75,235	\$62,843
Poverty Rate for Individuals	48.3%	25.2%	13.4%	13.4%
Poverty Rate for Children (<18 years)	62.9%	35.6%	18.1%	18.5%
% of Occupied Housing Units w/ No Vehicle	21.6%	10.5%	7.1%	8.6%
% of Adults w/o high school degree or GED	42.6%	22.6%	16.7%	12.0%

Residents within Southwest Fresno are also at significantly higher risks of being exposed to a broad range of background or cumulative pollution sources. Environmental justice (EJ) data for the focus area census tracts were obtained from the California Department of Toxic Substances Control (DTSC) CalEnviroScreen (CES) website². For the update in June 2018, all eight CTs within the focus area had overall CES EJ scores that ranked at or above the 99.6 percentile. Furthermore, all eight CTs ranked among the top 30 CTs among the 8,035 CA CTs for which data are available, with CT's 11 and 2, ranking respectively as having the 1st and 3rd highest scores in CA. These data suggest that there is potentially no neighborhood in CA in which the residents have a greater disproportionate burden from multiple sources of pollution.

All eight CTs within the project area meet one or more of the four current U.S. Department of Agriculture (USDA) classifications for food deserts, based on the most recent (2019)

¹ All data are American Community Survey 5-year estimates for 2015-2019. Downloaded from <https://data.census.gov/> on 5/22/21. GED = graduate equivalency degree. Focus area CTs include Fresno County CTs 2, 3, 7, 8, 9.01, 9.02, 10, and 11. Median household income is for the past 12 months in 2019 inflation adjusted dollars.

² <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>

data set. There is currently only one full-service grocery serving residents in Southwest Fresno, contributing to the limited access to healthy foods, despite a proliferation of small corner stores that mostly sell liquor and processed foods. The pollution burden in combination with the socio-economic factors have combined to produce exceptionally poor health conditions for residents. **Table 2** summarizes the prevalence rates for ten chronic disease and health indicators for residents living within the eight CTs encompassed by the project area neighborhoods, as well as the average prevalence rates for all 124 CTs in the City, based on estimates developed by the Centers for Disease Control and Prevention (CDCP) and published in 2018³. The average prevalence rates for the focus area are also ranked relative to all 5,237 urban CTs in CA evaluated as part of the CDCP study. The project focus area scores significantly worse (i.e., has higher prevalence rates) for all ten health measures compared to the City as a whole. In addition, for each of the measures, the focus area CTs rank between the 91.8 and 99.7 percentiles relative to the values for all 5,237 urban CTs throughout CA included in the CDCP study (representing >22 million people).

Table 2 – Health Measure Estimates for Project Focus Area Census Tracts ⁴

Health Measure	Prevalence Rate		Focus Area Percentile among 5,237 CA CTs ^C	Health Measure	Prevalence Rate		Focus Area Percentile among 5,237 CA CTs ^C
	Project Focus Area CTs ^A	Average for City of Fresno ^B			Project Focus Area CTs ^A	Average for City of Fresno ^B	
Lack of Health Insurance ^D	28.0%	19.0%	92.6	Kidney Disease ^D	4.4%	3.0%	97.9
High Blood Pressure ^D	34.9%	25.4%	95.2	No Leisure Time Physical Activity ^D	36.6%	26.0%	97.9
Asthma ^D	11.3%	5.5%	98.4	Poor Mental Health ^E	18.3%	14.2%	95.8
Diagnosed Diabetes ^D	16.7%	12.5%	98.5	Obesity ^D	41.8%	32.5%	99.7
High Cholesterol ^D	37.0%	31.1%	91.8	Poor Physical Health ^E	19.2%	16.8%	96.7

Projected Community Benefits for Targeted Populations Impacted by COVID 19:

The primary results will relate to improved access for residents to high quality, locally available healthy food and related services and food skill classes, all of whom live in census tracts that meet one or more of the USDA classifications for a food desert. As documented in a 2017 report by the USDA⁵, there is a strong correlation between food insecurity and chronic diseases, including high blood pressure, coronary heart disease, hepatitis, stroke, cancer, asthma, diabetes, arthritis, chronic obstructive pulmonary disease, kidney disease (four of which, as shown on **Table 2**, are documented to have

³ <https://www.cdc.gov/500cities/>

⁴ Notes for Table 2. Data accessed from the CDC website on 5/18/2021. A) Focus area CTs include 2, 3, 7, 8, 9.02, 9.02, 10, and 11. B) Average of values for all 124 City of Fresno CTs. C) Ranking of the average value for the focus area CTs versus those for all 5,237 urban CTs in CA included in the study. A percentile value of 99.7% means that the average prevalence for adults in the focus area is higher (worse) than that in 99.7% of all CA CTs evaluated. D) Model-based estimate for crude prevalence among adults aged ≥ 18 years, 2015 or 2016. E) Model-based evidence for crude prevalence of mental or physical health not good for ≥14 days among adults aged ≥18 years, 2016.

⁵ <https://www.ers.usda.gov/webdocs/publications/84467/err-235.pdf>

exceptionally high rates of occurrence within the project area). The enhanced availability of food which can help reduce obesity, heart disease, diabetes, and at least 13 types of cancer)⁶ will help to reduce the occurrence of chronic diseases among area residents. These benefits speak directly to addressing underlying health conditions that have contributed to the spread and health impacts of COVID 19. Key secondary benefits include associated food business development and support opportunities for residents through Hub commercial kitchen infrastructure, and links through the St. Rest Hub to a regional system of food entrepreneurship support for community resident vendors and small farmers. The project will also contribute to addressing a host of other environmental and public health challenges, including: Advancing the redevelopment of one or more catalyst brownfields sites that were identified and prioritized in a brownfields area-wide plan completed for the Elm Avenue Corridor, and, Advancing the long-term vision for development of a community health hub centered on Elm Avenue, for which the St. Rest Hub site is a catalyst and will address a broad range of health issues for residents (summarized in **Table 2**).

EXPENDITURE SCHEDULE - St. Rest + Food to Share Hub Project

We anticipate use of funds for hard cost construction beginning in September 2022 through July 2023. All construction tasks will be managed through the oversight of the project Prime Contractor, Mark Wilson Construction, and be performed by subcontractors procured through appropriate bidding processes. Metro will advance funds to pay accurate and approved invoices submitted by Mark Wilson Construction for specific Line Item Division Costs, and promptly seek reimbursement from the City each month. As detailed in Project Costs and Budget below - all tasks performed will be for Phase 2: New 2-Story Building and 5 very specific Line Item budget amounts (with carryover to related component construction labor and materials if there are cost savings) encompassing the following for a total of \$665,000 of HUD Funding (See Note) Below Table:

Budget Line Item – All Phase 2: New 2-Story Building Items	Dollar Amounts	Expected Timing of Expenditure
Div. 5: Metals	\$ 357,573	May 2023-August 2023
Div. 6: Woods, Plastics & Composites	\$ 49,304	May 2023-August 2023
Div. 7: Thermal and Moisture Protection	\$ 73,594	May 2023-August 2023
Div. 9 Finishes/Div. 11: Equipment	\$ 184,529	May 2023-August 2023
Total HUD Budget	\$665,000	

NOTE: 100% of HUD funds go into hard construction costs of New 2-Story Building. Any cost savings on proposed HUD Line Items will be used to pay for greater portions of Div. 4 or Div. 11, or alternatively for other underfunded Division costs, see total project budget previous page, and any cost overruns in proposed HUD Line Items will be paid for by Matching Funds enumerated below.

EXPERIENCE OF AGENCY - St. Rest + Food to Share Hub Project

⁶ <https://www.cdc.gov/chronicdisease/resources/publications/factsheets/nutrition.htm>

The CBO must demonstrate that the skills and experience of the agency are appropriate for the scope of the proposed services.

The 'Agency' for the purposes of this St. Rest + Food to Share Hub project proposal for City of Fresno ARPA funding is an MOU Partnership between two enduring community-based organizations serving Fresno over many decades: Saint Rest Baptist Church (St. Rest), a local church congregation and community economic development corporation with 80 years of history serving the residents of Southwest Fresno, and Fresno Metro Ministry (Metro), the founder and operator of the successful 'Food to Share' food recovery and distribution program and a nonprofit community economic development organization serving Fresno and the Valley for 52 years. Our partnership shares deep values for engagement and service to the community supported by multi-sector collaborative efforts to increase economic development, racial equity, health, environmental justice, and shared adaptation to climate change. As partners we have mutual and complementary skill sets with an integrated management team that can best lead, manage and produce results from St. Rest + Food to Share Hub operations for the community. Both partners are also financially responsible stewards of organizational and community resources, and value strong and conservative financial controls, healthy balance sheets and reserves, transparency, prudence and low-risk debt-free investment.

In our joint efforts to establish the St. Rest + Food to Share HUB at Elm Avenue near Chester Riggins Avenue, we have agreed that Fresno Metro Ministry will act as the Project Lead and Fiscal Agent, responsible for all project related banking and funds management accounting and disbursement, grant fiscal and program management and reporting, project management related to design, entitlement, permitting and construction management oversight and reporting, as well as being a long-term Food Hub co-operational partner. Metro partners and coordinates in all respects with St. Rest as the land and building owner, Food Hub co-operational partner, and as the key community outreach and engagement partner for the project in Southwest Fresno conducted through the St. Rest Economic Development Corporation (EDC), a 501c3 nonprofit organization founded by the Church with an independent board. Our sincere belief is that working and learning closely together on this project will not only create substantive increased health, economic, and other community benefits for Southwest Fresno, but build the long-term capacities of St. Rest Church and the EDC to be even more integral and high impact community organizations leading positive change and the recovery from COVID 19 in Southwest Fresno.

Metro has a strong track record of relevant experience and results production related to the scope of proposed services for this grant and project.

- Metro's Executive Director, Keith Bergthold, was formerly the City of Fresno Assistant Planning Director between 2006 and 2014, which at the time involved General Plan Update leadership and project management, and oversight responsibilities for Long Range and Current Planning and Development staff and activities, including entitlement applications and permitting of construction and development projects. Over the past 20 years, at Metro, with the City of Fresno, and as volunteer CEO for Regenerate California Innovation, Inc., a workforce

development non-profit, Keith has helped secure the funding, developed and managed programs, and successfully fiscally managed over \$80 million in cumulative government and philanthropic grants and contracts.

- Over the past 5 years, working from scratch to change Fresno being ranked the 3rd highest food hardship metropolitan area in the U.S. (Food Research Action Center), Metro has designed and built the organizational infrastructure, operational capacities and logistics to successfully run our Food to Share food recovery and distribution program, cumulatively recovering and redistributing nearly 7 million pounds of healthy food to underserved communities that otherwise would have been thrown away. This was all accomplished without a dedicated warehouse logistical platform, which with the St. Rest + Food to Share Hub in place will multiply potential food recovery and distribution volumes. Including funds already raised for the Food Hub development of approximately \$3.8 million and considering operational commitments to Food to Share programs for the next two years by local donors, foundations and contracts for service, Metro is currently managing well over \$6 million in funds for Food to Share related operations.
- Metro also helped found, serves on the Executive Committee and Leadership Team, and is the Fiscal Agent for the Fresno Community Health Improvement Partnership (www.fchip.org). The FCHIP vision is: To create a culture of health in our community where every person has the opportunity and support they need to achieve a life of well-being. Metro is currently responsible for fiscally managing over \$7 million in FCHIP contracts over the next 18 months. In 2019, Metro helped design and led the team conducting a county-wide Community Health Needs Assessment that included Fresno Metro Ministry and FCHIP staff, the Fresno County Department of Public Health, and the Central Valley Health Policy Institute that systematically gained input in face-to-face engagement from a diverse population of 500 rural and urban community residents, stakeholder and key informants.
- Metro also helped found, serves on the Hub Leadership Team, and is the Fiscal Agent for the Fresno Community & Economic Development Partnership (www.fresnocedp.org) - a collective of 15 community-based organizations that partner together in building each other's capacity to serve Fresno's neighborhoods. Metro is currently responsible for fiscally managing multi-year grants totaling over \$1 million.

St. Rest is particularly well suited to co-lead this project in Southwest Fresno because its campus master plan is helping implement the City of Fresno's Elm Avenue Revitalization Strategy: A Brownfields Area-Wide Plan. The 3.14 acre St. Rest campus is Catalyst Site 1 for the Elm Avenue plan. The former Farmer John Meat Company warehouse facing Elm Avenue will be revitalized and transformed into a community and metropolitan area serving Food to Share food recovery, storage, office, and distribution center along with new construction with a much needed commercial community kitchen, training area, classrooms, and health and social service offices for community members. St Rest has a long-term Food Ministry serving the project area and target populations and completed a

\$1.2 million youth center and playground on its campus in 2020, which speaks to its capacity to successfully implement a similar project in scope and size recently while also demonstrating its ability to deliver such a project on time and on budget.

PROJECT METRICS & Reporting - St. Rest + Food to Share Hub Project

The St. Rest + Food to Share Hub project will track, and report key project and program metrics as follows:

1. Quarterly tracking and reports on progress and status of completion of entitlement and permitting processes with City of Fresno for Warehouse Renovation and New 2-Story Building
2. Quarterly tracking and reports on progress and status of completion of Warehouse Renovation construction and New 2-Story Building construction
3. Reports on Final Inspections by City – Issuance of Occupancy Permits – Operations beginning for both Warehouse Renovation and New 2-Story Building
4. Quarterly tracking and reports on pounds of food recovered and redistributed beginning after Warehouse operations start (anticipated in October 2022)
5. Quarterly Reports on pilot testing of new/big data targeting and evaluation tool, Food Security Insights, related to Food to Share program activities, which measures food insecurity and food insufficiency down to census block group level (every two weeks) – evaluating Southwest Fresno food access impacts beginning in late 2022 or early 2023
6. Quarterly tracking and reports on community resident participants who attend and complete “Cooking Matters” cooking skills and nutrition education classes beginning after New 2-Story Building operations start (anticipated in July 2023)
7. Quarterly tracking and reports on local Food Entrepreneurs supported through the certified commercial kitchen beginning after New 2-Story Building operations start (anticipated in July 2023)
8. Quarterly tracking and reports on number of service visits and referrals to services – health, human, social, workforce, etc., produces from community resident office visits in New 2-Story Building after operations start (anticipated in July 2023)
9. Quarterly tracking and reports on other community classes and events held at New 2-Story Building after operations start (anticipated in July 2023)
10. Semi-annual reports on direct and indirect jobs created by the St. Rest + Food to Share Hub project as a community and regional economic development catalyst related to Elm Avenue revitalization activities and development, and DRIVE F3 participation

PROJECT COSTS & BUDGET – St. Rest + Food to Share Hub Project

Total Budget for St. Rest + Food to Share Hub Development Phases 1 and 2 with HUD Budget*

Budget Line Items	Phase 1: Warehouse Renovation	Phase 2: New 2-Story Building July 8, 2022	Total Project Budget	HUD Project Budget
Hard Costs				
Div.01: General Requirements	77,200	255,398	332,598	0
Div. 02: Existing Conditions & Demolition (EPA Grant)	191,000	20,800	211,800	0
Div. 03: Concrete	31,005	135,663	166,668	0
Div. 04: Masonry	15,000	151,596	166,596	93,349
Div. 05: Metals	37,500	357,573	395,073	357,573
Div. 06: Wood, Plastics & Composites	36,547	49,304	85,851	49,304
Div. 07: Thermal & Moisture Protection	43,150	73,594	116,744	73,594
Div. 08: Openings	86,767	153,722	240,489	0
Div. 09: Finishes	290,844	292,194	583,038	0
Div. 10: Specialties	3,550	13,470	17,020	0
Div. 11: Equipment	65,850	430,910	496,760	91,180
Div. 12: Furnishings	750	3,000	3,750	0
Div. 14: Conveying Systems	20,000	162,400	182,400	0
Div. 21: Fire Suppression	0	0	0	0
Div. 22: Plumbing	128,550	141,628	270,178	0
Div. 23: Heating, Ventilating, Air Conditioning	82,450	164,541	246,991	0
Div. 26: Electrical	78,500	264,886	343,386	0
Div. 27: Communications	6,000	0	6,000	0
Div. 28: Electronic Safety & Security	9,000	0	9,000	0
Div. 31/32: Earthwork & Exterior Improvements	10,900	430,319	441,219	0
Div 33: Utilities	0	43,268	43,268	0
Sub Total	1,214,563	3,144,265	4,358,829	\$665,000
General Liability 0.88%	11,044	27,921	38,965	0
Contingency 5.00%	55,773	158,609	214,382	0
Escalation 5.00 %	0	166,540	166,540	0
Builders Risk Insurance 0%	5,856	0	5,856	0
Contractor's Fee 4.50%	52,969	157,380	210,349	0
Bonds 1.00%	11,155	36,547	47,702	0
Total Hard Costs	1,351,360	3,691,262	5,042,622	\$665,000*
Soft Costs				
Permits	12,412	50,567	62,979	
Testing & Inspection	2,500	6,000	8,500	
Design Costs	122,757	208,071	330,828	
Utilities	0	51,000	51,000	
Direct In-House Costs	0	61,000	61,000	
Other Pre-Construction/ Construction Cost	5,962	17,250	23,212	
Total Soft Costs	143,631	\$393,888	537,519	
Cost Changes and Adjustments				
Grand Total Hard & Soft Cost	1,494,991	4,085,142	5,580,141	

*Only Project Development Hard Costs for Phase 2: New 2-Story Building Construction, as Estimated in July 2022 by Halajian Architects and Prime Contractor Mark Wilson Construction, and Subcontractors are Included in HUD Project Budget Request. Fresno Metro Ministry is Donating all Fiscal/Grant Admin and Project Construction/Development Management Expenses and Costs. Warehouse renovation construction started in March 2022. Anticipate completion now in October 2022 due to component materials and equipment delivery delays. Cost increases have been over 5%

since construction started. New building construction start date anticipates in September-October 2022, assuming City permitting, and PG&E issues resolved. DGS California Construction Cost Index CCCI - increased 13.5% in 2021, and 9.5% just in the first 6 months of 2022 - or at an annualized rate of 19%.

Budget Narrative and Matching Funds

HUD Project Budget Narrative**

Budget Line Item – All Phase 2: New 2-Story Building Items	Dollar Amounts	Budget Narrative/Explanation	Expected Timing of Expenditure
Div. 5: Metals	\$ 357,573	83% of total estimated cost of Structural Steel, Metal Fabrications (Misc. Iron, Embeds, Ledger), Structural Steel-Roof Deck Cover & Horizontal, Perforated Panels (Expanded Metal Panels), Roof Screen & Panels, Railings, Metal Pipe & Tube (w/ Expanded Metal), Aluminum Parking Canopy	May 2023-August 2023
Div. 6: Woods, Plastics & Composites	\$ 49,304	41% of total estimated cost of Woods, Plastics & Composites, Rough Carpentry - Parapet Nailers & FT Plywood, Millwork, Architectural Wood Casework, Wood Deck 2nd Floor	May 2023-August 2023
Div. 7: Thermal and Moisture Protection	\$ 73,594	46% of total estimated cost Thermal and Moisture Protection, Planter Waterproofing Against Building, Insulation, Building Walls-Thermal & Sound, Insulation, Roof & Decks, Air Barriers (Vapor Alkalinity Control), Roofing, Walk-off Mats, Deck Coating, Sheet Metal & Flashing, Roof Curbs, PreFab-Roof Hatch 3' x 5', Caulking & Sealants	May 2023-August 2023
Div. 11: Equipment	\$ 184,529	31% of total estimated cost of \$430,910 for Food Service Equipment, Food Service Equipment (Contingency), Metal Lockers (4x5, 12" ea.) for Commercial Kitchen – Based upon updated architect/contractor estimates for kitchen design configuration in conceptual building floor plans	May 2023-August 2023
Total HUD Budget	\$665,000		

**100% of HUD funds go into hard construction costs of New 2-Story Building. Any cost savings on proposed HUD Line Items will be used to pay for greater portions of Div. 4 or Div. 11, or alternatively for other underfunded Division costs, see total project budget previous page, and any cost overruns in proposed HUD Line Items will be paid for by Matching Funds enumerated below.

Leveraging HUD Funds: Matching Funds for St. Rest + Food to Share Hub Development Project Funders Based Upon TCC Amendment #3 Development Cost Projections – Funds Secured, Pending, and Still to Raise for St. Rest + Food to Share Hub Construction – July 2022

Funders for Project Hard & Soft Development Costs	Amounts
TCC*** Projects #16 and #17	\$1,318,316
Kaiser Permanente	\$1,000,000
HUD Earmark Funding	\$ 665,000
Tarlton & Son, Inc.	\$ 444,520
City of Fresno ARPA Funds	\$ 429,420
Valley Children's Hospital (VCH) and Others	\$ 100,000
Central Valley Community Foundation**** – Anonymous Donor	\$ 250,000
EPA Hazard Mitigation Grant – to be approved 2-17-22	\$ 191,000
Community Medical Centers	\$ 165,000
Kresge Foundation	\$ 150,000
Cal Viva Health	\$ 90,000
Match Secured by June 23, 2022	\$3,998,256
CalViva Health – Recent Additional Match Request (Pending)	\$ 265,000
Kresge Foundation – Recent Additional Match Added (Pending)	\$ 25,000
Community Medical Centers – Recent funding request presentation made June 30, 2022 – Not sure on amount that will be donated	\$?
Smittcamp Family Foundation & Wawona Foods – Recent funding request presentation made July 1, 2022 – Not sure on amount that will be donated	\$?
Pending Match Sub-Total	\$ 290,000
Current Deficit for Continued Match Fund Raising as of July 5, 2022	\$ 626,885
Totals (Estimated Total Project Cost – July 8, 2022 = \$5,580,141) – See attached updated New 2-Story Building Cost Update by Mark Wilson Construction dated 7-8-22	\$5,580,141

***Project awarded \$1,550,500 by TCC in 2021 included \$1,066,000 for program operating funds– Grant amendment in progress now to allocate a total of \$1,318,316 to hard and soft development costs of site improvements, warehouse and new 2 story building because of extreme construction price inflation – shifting a total of \$835,000 from TCC program operating funds to construction and requiring Metro and St. Rest to seek necessary operating funds elsewhere. Inflation remains a huge issue, the cost estimate for New 2-Story Building has increased \$383,593 in the past six months – or 10.36% net increase.

****CVCF is assisting us in closing funding gaps and prepared materials submitted to a number of prospective funders, for which we are extremely grateful.

Exhibit B – Insurance Requirements

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, 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 CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, 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
EXHIBIT A

CONTRACTOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, 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**

\$2,000,000 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. **BUILDERS RISK** (Course of Construction) insurance in an amount equal to the completed 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.)**

5. **FLOOD INSURANCE** (as required by Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128

and 42 USC 5154a]). The amount of coverage must at least equal the total project cost or the maximum coverage limit of the National Flood Insurance Program, whichever is less. Flood insurance coverage must be continued for the life of the building irrespective of the transfer of ownership

6. **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 or claim; 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 CONTRACTOR pursuant to the Agreement.

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR 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

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or 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. CONTRACTOR

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, CONTRACTOR 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, CONTRACTOR 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.

- (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. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations under both Commercial General and Pollution Liability policies by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 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 CONTRACTORS' insurance shall be primary to and require no contribution from the City. The Commercial General and Pollution Liability policies are required to include primary and non contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If CONTRACTOR 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 CONTRACTOR.
- (v) 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.
- (vi) For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

- (viii) The Builder's Risk Insurance shall have the policy endorsed to provide the City of Fresno to be named as a Loss Payee.
- (ix) The Commercial General, Pollution and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting 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, CONTRACTOR 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 CONTRACTOR shall also be required to provide all documents noted herein.

CLAIMS-MADE POLICIES - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) 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 work commencement date, CONTRACTOR must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS - If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR 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, CONTRACTOR 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 C Conflict of Interest Disclosure Form

		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: none

Additional page(s) attached.

DocuSigned by:
Dr. Daniel Griffin
3F59D562B5B74EE...

Signature

4/10/2023

Date

Dr. Daniel Griffin

(Name)

Fresno Metro Ministry

(Company)

3845 N. Clark, suite 101

(Address)

Fresno, CA 93726

(City, State Zip)

Exhibit E Reporting Requirements

Performance Report

The Performance Report module in DRGR provides a tool and framework for communication of grant program progress to HUD and the public. The data collected in the report is aggregated and sent to Congress and is also placed on the DRGR Public Data Portal. Grantees will submit reports semi-annually. Performance Reports are due twice a year, 30 days after the end of January and 30 days after July 30th.

Performance Reports are integrally tied to the Action Plan. Grantees report on activities in the performance report, semi-annually, based on the set up, budgeting and proposed accomplishments in the Action Plan. If an Activity is not set up in the Action Plan, it will not be available for reporting in the performance report. Further, if an accomplishment is not proposed in the Action Plan, it will likewise not be available for reporting. For this reason, performance reports cannot be submitted by a grantee if changes have been made to the Action Plan (e.g., Projects or Activities added, budgets modified, etc.) until those changes are reviewed and approved by HUD. Both Performance Reports and Action Plans follow the same review process shown below.

Performance Report - Sources

ACTION PLAN	Project Number and Title Activity Number and Title Activity Budget Activity Description and Location Activity Type Performance goals	Data feed from last approved action plan based as of the report due date/submission date
DRAWDOWN	Grant Fund obligations Grant Fund draws completed	Data feed from financial module based on the last date of report period
PERFORMANCE REPORT	Activity Beneficiaries Assisted Performance Accomplishments Expenditures Progress Narratives	Manual entry in the performance report by grantee staff

Reporting Requirements on Race and Ethnicity

Data on the race and or ethnicity of beneficiaries of programs funded by the award is collected using the HUD form 27061. The information collected through HUD's standardized Form for the Collection of Race and Ethnic Data is required under 24 CFR Part, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development, Effectuation of the Title VI of the Civil Rights Act of 1964. HUD's Title VI regulations, specifically 24 CFR Part 1.6. This regulation requires recipients of Federal financial assistance to maintain and submit racial and ethnic data so HUD may determine whether

such programs comply with Title VI data collection requirements. HUD must offer individuals who are responding to agency data requests for race the option of selecting one or more of five racial categories. HUD must also treat ethnicity as a category separate from race. Title VI requires recipients of HUD funding to maintain records, make them available to responsible Department officials, and if requested, submit compliance reports. For example, HUD grant programs may request information during program monitoring and compliance reviews to ensure compliance with the nondiscrimination requirements of Title VI.

The HUD 27061 must be completed annually, in January of the calendar year to report on the previous year's data. For example, a report submitted in January of 2024 reports data collected for the period between January 1, 2023, and December 31, 2023.

Race and Ethnic Data Reporting Form

U.S. Department of Housing and Urban Development
Grants Management and Oversight Division

OMB Approval No. 2535-0113
(exp. 07-31-2022)

PROGRAM TITLE

Program Title:

GRANTEE NAME

Grantee/Recipient Name:

GRANTEE REPORTING ORGANIZATION

Grantee Reporting Organization:

Reporting Period From (mm/dd/yyyy): 01/01/20##

To (mm/dd/yyyy): 12/31/20##

Racial Categories	Total Number of Race Responses	Total Number of Hispanic or Latino Responses
American Indian or Alaska Native	##	##
Asian	##	##
Black or African American	##	##
Native Hawaiian or Other Pacific Islander	##	##
White	##	##
American Indian or Alaska Native <i>and</i> White	##	##
Asian <i>and</i> White	##	##
Black or African American <i>and</i> White	##	##
American Indian or Alaska Native <i>and</i> Black or African American	##	##
* Other multiple race combinations greater than one percent: [Per the form instructions, write in a description using the box on the right]	##	##
Balance of individuals reporting more than one race	##	##
Total: ###	0	0
* If the aggregate count of any reported multiple race combination that is not listed above exceeds 1% of the total population being reported, you should separately indicate the combination. See detailed instructions under "Other multiple race combinations."		

Public reporting burden for this collection is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the information collection instrument. HUD may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

GRANT CLOSEOUT

The grantee must provide the grant closeout documentation to the Grant Officer within 120 days after the end of the performance period, consisting of the following elements:

1. Final Narrative Report;
2. Final breakdown and justification of budget categories including direct costs, administrative costs, and indirect cost rate, if applicable;
3. The final invoice for incurred expenses (All budget expenses reported in DRGR must match before the grant can be closed out);
4. Final report into DRGR on-line (only if additional services were provided during the closeout period); and
5. Signed statement by the authorizing official that the DRGR award page reflects all fiscal draws, balances, administrative burden, and benchmark counts that are claimed in the final report submitted.

REPORTING AND DISPOSITION OF REAL PROPERTY

Grantees are to report on the status of real property that results from the award through either purchase, acquisition, construction, renovation, or rehabilitation annually. The report must be submitted using the federal Standard Forms for real property status on either the 429, 429A, 429B, or 429 C, depending on the circumstance:

- Real Property Status Report (SF- 429)
- Real Property Status Report – (General Reporting) (SF-429 A)
- Real Property Status Report – (Request to Acquire, Improve, or Furnish) (SF-429 B)
- Real Property Status Report – (Disposition or Encumbrance Request) (SF-429 C)

Reports on real property must be submitted once per year as a part of the Semi-Annual report that is due in January.