

**CITY OF MERCED
AGREEMENT FOR USE OF
COMMUNITY CENTER BUILDING
CHALLENGED FAMILY RESOURCE CENTER
(CENTRAL YOUTH CENTER)**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and Challenged Family Resource Center, a California 501(C)(3) Non-Profit Corporation, whose address of record is 827 W. 20th Street, Merced, California 95340, (hereinafter referred to as “Provider”).

RECITALS

- A. City is the owner of the Central Youth Center building located at 364 West 27th Street in the City of Merced, the County of Merced and the State of California (“hereinafter “Community Center”); and,
- B. City’s Director of Parks & Community Services (“Director”) or Director's designated representative (“City REPRESENTATIVE”) is charged with the administration of the Agreement; and
- C. City is desirous of utilizing the Community Center in a manner which will benefit the citizens of the surrounding community; and,
- D. City recognizes the important role that nonprofit and charitable organizations play in assisting the public by providing important services and programs to the public; and,
- E. City desires to open the Community Center to one or more nonprofit or charitable organizations with strong community ties for the purpose of providing a variety of important programs and services to the public, and in particular to the youth of Merced; and,
- F. Provider is a Nonprofit Organization that is recognized as tax-exempt under Section 501, subdivision (c)(3) of the Internal Revenue Code; and,

- G. Provider desires to provide Community Services at the Center in accordance with this Agreement, and due to the level of the negotiated Community Services, as consideration for this Agreement, City will not charge any fees as may otherwise be due under the Facility & Field Fee Schedule.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Provider do hereby agree as follows:

1. DEFINITION OF FACILITY. The leased premises consist of the certain building known as the McNamara Community Center which is located at 1040 Canal St, Merced, California. Said premises are hereinafter referred to as the "Facility."

2. FACILITY. The City hereby authorizes Provider to use the Facility which is situated in the City of Merced, County of Merced, State of California, together with all improvements thereon and appurtenances thereto, and subject to the conditions set forth herein, the nonexclusive right of Provider and its officers, employees, business invitees, customers and patrons, of access to and from Facility.

3. TERM. The term of this Agreement shall be for a maximum period of 1 year unless extended otherwise. The Agreement Term shall commence upon July 1, 2024 and shall continue until June 30, 2025.

4. OPERATION OF CENTER. Provider's use of the Facility shall be subject to the following conditions:

- a. City grants permission to Provider to conduct the Community Services during the term of the Agreement and pursuant to the terms of this Agreement.
- b. Provider shall have primary responsibility for the opening, closing, locking and arming the security system, if applicable, of the Center. Provider will have sole responsibility for the reasonable care and security of the Center, except when the Center is used by the City.
- c. Provider will not suffer nor allow Center, nor any portion of Center, to be used for any purposes other than those specified and authorized by the terms of this Agreement or in writing by the City Representative. Provider understands, that City may take reservations and book persons or groups in the Center during available hours, and Provider shall not

- interfere with such other activities in the Center as described in Exhibit A- Program Proposal & Scope of Services. Provider will ensure all documentation related to their operation, both physically or electronically are kept secure and safely put away outside of program hours.
- d. Provider acknowledges and agrees that City has the right to make the Center available for reservation and use by the public and for City programs at all times outside of the approved hours of Providers programs.
 - e. City shall retain all revenues from additional bookings such as but not limited to special events, short rentals, or joint use cohosted events sponsored by the City and another outside organization. City agrees that Provider may assess fees for participation in the approved Community Services held by Provider at the Center provided that no interested public participants shall be denied participation because of inability to pay such assessed fees. City reserves the right to disallow any fees assessed for participation in Provider programs and activities which the City deems to be excessive. Provider is herein authorized to retain such collected fees. Any facility use outside of the operating hours approved for programming by the Provider shall be subject to Facility Use Fees established in City's Facility & Field Fee Schedule.
 - f. Provider further agrees that an accounting detailing fees and charges, revenues and expenditures shall be included in the annual financial reporting by Provider made to the City Representative on an annual basis as described in Exhibit B- Reporting Requirements & Progress Report Template. Any fees and charges or other revenues collected by Provider and not expended in accordance
 - g. Provider understands and agrees that the permission granted herein by the City to Provider to use and occupy the Center is contingent upon the Center being City-owned property in a safe and usable condition and that if, at any time during the term of this Agreement, the Center should no longer be City-owned property or should become unsafe or unusable for any cause or if City terminates for any other reason, City shall have no obligation to provide other facilities. Provider further affirms and acknowledges that Provider has no relocation rights with respect to the Center or the Community Services if this Agreement is terminated for any reason.
 - h. Provider understands that nothing herein obligates the City to provide any funding to Provider in the operation of any program within the

Center. Furthermore, nothing herein grants Provider any priority or special consideration from the City when the City is considering the distribution of grant funding to nonprofits and similar entities.

5. **LICENSE RIGHTS/NOT A LEASE.** The rights granted to Provider under this Agreement are non-exclusive license rights only and in no respect shall be the same constitute or be construed as assignment of a leasehold or other interest in the property described in this Agreement.

6. **NONEXCLUSIVE USE.** During the term of this Agreement, and any renewal hereof, Provider shall have the nonexclusive shared use of the Facility for the purpose of providing a variety of programs to the community as set forth in Exhibit "A" attached hereto, or for any other programs or activities that provide a beneficial social, recreational or educational value to the community. Provider will have the nonexclusive shared use of the Facility with the City of Merced. Provider shall not commit or permit any act or acts in or on the Facility or use the Facility or suffer it to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Facility or any part thereof.

City specifically reserves the right to use the Facility for City or City-sponsored events for the benefit of the public. In the event that City desires to use the Facility, it will provide City and all other Leasing Entities with at least ten (10) days' notice of such intended use. City use of the Facility shall take priority over all other Leasing Entities, including Provider.

7. **OVERSIGHT OF THE OPERATIONS OF THE FACILITY BY CITY.** In exchange for the use of the Center as set forth herein, Provider agrees to provide, at a minimum, the community services identified on Exhibit A- Program Proposal & Scope of Services. Provider acknowledges that this Agreement provides Community Services and programs that primarily benefit Merced residents which shall be identified in the Scope of Services to this Agreement.

8. **NO RESPONSIBILITY.** City is entering into a Agreement for the nonexclusive shared use of the Facility with Provider for the purpose of allowing these organizations to provide a variety of community programs, activities, services and classes for the benefit of the public. City is **NOT RESPONSIBLE** for any items, property or belongings left in or around the Facility by Provider, individuals, members of the public as a result of the Providers use of the Facility. City will not be providing any security or other oversight for any items, property or belongings brought into or left in or around the Facility.

9. MONITORING AND REPORTING. Provider agrees to provide the reports and records as follows:

- a. Provider shall furnish data, statements, records, information, and reports necessary for City to monitor, review, and evaluate the performance of the Provider as described in Exhibit B- Reporting Requirements & Progress Report Template
- b. Provider agrees to report activity progress on a quarterly basis of the fiscal year as described in Exhibit B- Reporting Requirements & Progress Report Template.
- c. Provider agrees that at any time during normal business hours, and as often as may be deemed necessary, City or its authorized representatives shall have access to and the right to examine its offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement.

10. PROGRAM COORDINATION. Provider's use shall be subject to the following coordination

- a. Provider shall provide City with the contact information for Provider's Program Director upon execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Program Director, Provider shall notify City Representative immediately of such occurrence. Provider's staff shall cooperate fully with City staff with respect to all matters related to this Agreement.
- b. Provider's staff shall attend meetings as required or requested by City Representative, or such other person as may be designated by City Representative.
- c. Provider shall be solely responsible for the recruitment, training, supervision and compensation of Provider's employees, including Program employees assigned to provide community services. Provider shall be solely responsible for the recruitment, training and supervisions of volunteers to assist in the operation of the community services.

11. COMPLIANCE WITH LAWS/BACKGROUND CHECKS/REPORT OF CHILD ABUSE. Provider shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government regulations including all requirements regarding persons who work with minors, and further:

- a. Provider shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of Provider's business
- b. Provider shall be responsible for, without limitation, of any other provision herein, if the services provided hereunder:
 - 1. Involve direct contact with minors or if minors are supervised as a part of the services provided hereunder; or
 - 2. If services provided hereunder include services in the human services field and involve the care and security of children, the elderly, the disabled, or the mentally impaired, then Provider represents and warrants to City that prior to services being provided hereunder by any personnel or volunteers retained by Provider that the Provider has or will conduct a criminal background check as provided in California Penal Code Section 11105.3, as well as an FBI criminal database background check and, has or will verify prior to services being provided that the personnel or volunteers do not have any criminal record for the offenses listed in California Penal Code Section 11105.3, which include, certain offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.
- d. Provider shall comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq.
- e. Provider shall also request subsequent arrest service from the Department of Justice as provided under Section 11105.2 of the Penal Code.

12. **INVENTORY AND USE OF EQUIPMENT.** City may agree to make available to Provider, at City's sole discretion, certain City-owned equipment and furnishings for Providers use in the conduct of the Community Services. An inventory of such City-owned equipment and furnishings in the Center, as of the effective date of this Agreement, is included in Exhibit C - Building Condition Report. Provider agrees to maintain all City equipment and furnishings in good condition and working order and to return same to City on termination of this AGREEMENT in the same condition as when received by Provider, reasonable wear and tear excepted. Provider agrees to reimburse City for any and all repairs made necessary to any or all of City's equipment and furnishing except that occasioned by such reasonable wear and tear. Provider further agrees to maintain

all such equipment and furnishings in good and safe working condition and not to permit the use of such equipment and furnishings unless so maintained.

13. **UTILITY SERVICES- WATER, WASTE, SEWAGE, AND ELECTRICITY.** City shall be responsible for up to \$7,500 annually for the cost of utilities (water, waste, sewage, gas and electricity). Provider agrees to reimburse City any cost for utilities above the allocated \$7,500 annually. City will provide monthly expense updates to Provider to assist in tracking utility expenses for the year. City agrees to provide outside garbage and refuse containers at the Center for the deposit of refuse collection services. In addition it is further agreed:

- a. Provider shall be responsible for responding to alarm calls at all times throughout the 24-hour day.
- b. Provider, at Provider's sole cost and expense, shall arrange and pay for the monthly telephone, cable and Internet service charges at the Center. Any equipment installation required of the contract to obtain the service at the Center shall be approved by the City prior to installation coordination by the Provider.

14. **REPAIRS AND MAINTENANCE.** Provider has inspected the Center and agrees to use and occupy the Center in "as-is" condition as of the date of this Agreement. Any costs of maintenance and repair incurred by City beyond normal wear and tear or caused by misuse or negligence of Provider (including Provider's agents, subcontractors, invitees, and employees) shall be billed by City to Provider. Provider shall make payment to the City within thirty (30) days after City's billing for any of the aforementioned costs which are to be borne by Provider.

- a. City shall provide and pay for building maintenance and repair of the Facility, including, but not limited to, the structure, exterior roof, and exterior side walls.
- b. Provider can individually provide (pay for) janitorial services.. Provider agrees to clean up the facility after each time it uses the Facility or any portion thereof.

15. **ALTERATIONS AND IMPROVEMENTS.** Provider shall have the right to make alterations and improvements to the Facility subject to the following terms and conditions:

- a. No alterations or improvements made by Provider shall in any way impair the structural stability of the Facility or diminish the value of the property;
- b. Any and all alterations or improvements shall be first approved in writing by the City, but said approval shall not be unreasonably withheld by City;

c. All alterations and improvements made to the Facility shall become the property of the City and shall remain on and be surrendered with the Facility at the expiration or sooner termination of this Agreement or any renewal or extension of this Agreement.

d. Provider's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Provider and may be removed by Provider. Any personal property, trade fixtures, or equipment not removed by Provider within thirty (30) days after the termination of this Agreement or any extension thereof, shall automatically become the property of the City. Provider shall repair any damage to the Facility caused by Provider's removal of its personal property, trade fixtures, or equipment, but Provider shall have no obligation to remove such items from the Facility at any time.

16. MECHANICS LIENS. The City and Provider agree to keep the Facility free from any and all claims of persons or firms or corporations who, at the request of City or Provider or their employees or contractor, furnish labor or materials to or for the benefit of the Facility and City and Provider further agree to hold each other harmless from any and all claims.

17. RESERVED.

18. INSURANCE. Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with Provider's operation and use of the leased premises and Facility. The cost of such insurance shall be borne by the Provider. The insurance coverage shall be at least as broad as:

- (1) Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence form CG 00 01);
- (2) Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance;
- (3) Property insurance against all risks of loss to any tenant improvements or betterments.

The Provider shall maintain limits no less than:

General Liability:

- (1) \$1 million per occurrence for bodily injury, personal injury, death (including accidental death) and property damage. In addition, general liability insurance of not less than \$2 million for bodily injury, personal injury or death (including accidental death) of two or more persons as a result of any one accident or incident; and,
- (2) \$500,000.00 for damage to or destruction of any property of others;
- (3) Property insurance for full replacement cost with no coinsurance penalty provision.

The insurance shall:

- (1) Insure against all liability of Provider and its authorized representatives arising out of or in connection with Provider's use or occupancy of the Facility.
- (2) Insure performance by Provider of the indemnity provisions of paragraph 25.
- (3) Provide that City be named as an additional insured and contain cross-liability endorsements. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The City will be named as an additional insured using ISO form CG 20 10 11 85 the same form with an edition date no later than 1990.
- (4) Be considered by the parties hereto as the primary insurance.
- (5) Contain an endorsement requiring a minimum of thirty (30) days written notice to the City Clerk of City from the insurance company before cancellation or change in the coverage, scope, or amount of any policy. The mailing address for the City Clerk's Office is:

City of Merced
Attn: City Clerk
678 West 18th Street
Merced, California 95340

The Provider shall furnish a Certificate of Insurance with the City Clerk evidencing the aforesaid coverage prior to the commencement of the Agreement Term. Provider shall also annually furnish copies of Certificates of Insurance to the City Clerk upon renewal of the insurance required by this section throughout the duration of the Agreement Term or any extension thereof.

Provider agrees that, except where prohibited by law, any workers' compensation insurance policy of Provider covering operations on the Facility shall include a waiver of any right or subrogation which any insurer of the Provider might otherwise acquire against the City by virtue of payment of any loss under such insurance.

Notwithstanding the above, it is further agreed to between the parties hereto that the limits of insurance coverage specified above are the minimum amounts required and shall be subject to revision by the City from time to time if a need is indicated. The City hereby agrees to act reasonably at all times with respect to the provisions of this paragraph.

19. **WAIVER OF SUBROGATION.** City and Provider and all parties claiming under or through them hereby mutually release and discharge each other, any other tenants or occupants of the Facility, and the officers, employees, agents, representatives, customers and business visitors of City or Provider or such other tenants or occupants, from all claims, losses and liabilities arising from or caused by any hazard covered by insurance on or in connection with the Facility, even if caused by the fault or negligence of a release party. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

20. **EXTERIOR SIGNS.** Any and all signs or advertisements of any nature extending into, on, or located over the Facility, shall conform to all City of Merced, California, zoning and building codes and shall be approved by City in writing prior to construction, use, or erection thereof. Approval by City shall not be unreasonably withheld, as to location, graphics type, content, architectural or engineering standards.

21. TAXES. The terms of this Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this Agreement, the private party may be subjected to payment of personal property taxes levied on such interest. Provider shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, assessments and fees assessed or levied upon Provider or the Facility, or any interest therein, including, but not limited to, buildings, structures, fixtures, equipment or other property installed, or constructed thereon. Provider further agrees not to allow such taxes, assessments or fees to become delinquent and as such to become a lien against Facility or any improvement thereto. Nothing herein contained shall be deemed to prevent or prohibit Provider from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

The obligation to make any payments pursuant to this Section shall survive the expiration of the term of this Agreement, provided Provider's obligation arose out of or is equitably allocable to the period covered by this Agreement.

Unless otherwise provided by this Section, the Provider shall pay the City any other taxes, assessments, or fees, which the City may become obligated to pay in connection with the ownership or maintenance of the Facility.

22. ASSIGNMENT. Provider shall not encumber, assign, sublet, or otherwise transfer this Agreement.

23. TERMINATION OF AGREEMENT. The City may terminate this Agreement at any time by mailing a notice in writing to Provider that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Provider.

24. RELIGIOUS/ POLITICAL ACTIVITIES

1. Provider shall not inhibit or promote religion during the use of any free use period provide hereunder. Free use for Community Services is subsidized by the City and must not be used to convey a religious message.
2. Provider shall not provide any free use period for Community Services at the Center for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

3. Notwithstanding the foregoing, many City community centers including the Center are available for reserved use by the public subject to the City's application process and payment of the City's standard fees and charges, for lawful events and activities, without regard to the user's viewpoint or message.

25. **COMPLIANCE WITH LAWS.** During the term of this Agreement and any renewals hereof, Provider shall promptly execute and comply with all Federal, State, County, and City statutes, ordinances, regulations, laws, or other requirements including, but not limited to those applicable to the occupancy of the Facility, the operation of the Facility as a youth center, or those applicable to the organization entering into this Agreement.

26. **SEVERABILITY.** No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition or stipulation.

27. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns.

28. **SURRENDER.** Provider agrees to take good care of the Facility and to commit no waste, and suffer no injury to be done to the same, and to return the possession of the same to City at the expiration of the term, in as good condition as at the commencement of this Agreement, normal wear and tear, unavoidable accidents and damage by casualty excepted. If Provider fails to surrender the Facility upon the expiration or termination of this Agreement, Provider shall indemnify and hold the City harmless from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Provider's failure to surrender.

29. **INDEMNITY.** Provider shall indemnify, defend (with legal counsel selected by City) and hold harmless, City and its officers, employees and agents from any and all claims or demands, actions, damages, costs and expenses for injuries to persons or property arising out of the negligence or improper acts or omissions of Provider, its agents, officers or employees which are connected with or incident to Provider's operations, use or occupancy at or of the Facility or Provider's sublease of the Facility, or occurring on the Facility during the term of this Agreement or any time of occupancy of the Facility by Provider and/or Provider's sub-Provider, including claims, liabilities, and actions based upon

nuisance or inverse condemnation. Upon demand from City, Provider shall, at its own cost and expense, indemnify, protect, defend (with legal counsel selected by City), and hold harmless City and its officers, employees, and agents against any and all such liabilities, claims, demands, actions, losses, damages, and costs. It is understood and agreed that the duty of Provider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

30. NOTICES. All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

City: City of Merced
c/o City Manager
678 West 18th Street
Merced, CA 95340

Copy to: City Attorney
City of Merced
678 West 18th Street
Merced, CA 95340

Provider: Challenged Family Resource Center
827 W. 20th Street
Merced, CA 95340

31. ENTIRE AGREEMENT. All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Agreement which contains the entire agreement between the parties. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

32. RECORDS. It is understood and agreed that all files, studies, financial records, computer records, data and other papers, etc., in possession of the Provider relating to the matters covered by this Agreement shall be the property of the City and Provider agrees to deliver same to the City upon request or upon any termination of this Agreement. Provider shall also prepare any reports regarding expenditures and performance required by the City.

33. COMMUNICATION. Provider shall document their programming efforts and report to the Recreation and Parks Commission on a quarterly basis and City Council on an annual basis. Progress Report Templates are included as Exhibit C

34. CONTRACT REVIEW. Throughout the term of this Agreement, each year of the Agreement Term, City's staff and the staff of Provider will meet to discuss the Agreement with the Provider to determine if there are any changes or modifications that the parties believe should be made. If there are proposed changes, they can be brought before the City Council prior to the start of the new fiscal year.

35. USE OF CITY NAME AND LOGO. All notices, pamphlets, press releases, research reports, and similar documents or oral reports prepared and released by Provider for activities being held at the Facility shall include the following statements: "This activity is funded in part by the City of Merced" with City of Merced logo affixed thereto to recognize the financial contribution of the City.\

36. MISCELLANEOUS.

(a) Attachments, Headings, Terms. All attachments referred to herein are hereby incorporated by reference into this Agreement. The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The work or words enclosed in quotation marks shall be construed as defined terms for purposes of this Agreement. The terms "City" and "Provider" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, materialmen, servants and agents of City and Provider.

(b) Attorney's Fees. If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by losing party as fixed by the court.

(c) Execution and Delivery. This Agreement shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

(d) Relationship of Parties. This Agreement does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of City and Provider.

(e) Time of Essence. Time and specific performance are each of the essence of this Agreement.

(f) Choice of Law. City and Provider understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of the Agreement without regard to any applicable conflicts of law, including matters of construction, validity, and performance.

(g) The parties agree that jurisdiction and venue for any legal challenge to the provisions of this Agreement or the enforcement of the rights or obligations hereunder shall be brought in the state Superior Court in the County of Merced.

(h) This Agreement contains the complete, final, entire, and fully integrated understanding and agreement between the parties hereto. All prior negotiations, understandings, writings, and oral agreements pertaining to the subject matter hereof are superseded by this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. All prior discussions, negotiations, and understandings have been and are merged and integrated into, and are superseded by, this Agreement.

(i) This Agreement may be amended only in writing, signed by the City and Provider.

(j) This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel in the negotiation and drafting of this Agreement. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require

interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

(k) Failure of any party to insist upon strict observance of, or compliance with, all of the terms of this Agreement in one or more instances shall not be deemed a waiver of that party's right to insist upon such observance or compliance with the other terms of the Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this Agreement.

(l) This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

(m) The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

(n) Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both parties.

Exhibit A- Program Proposal & Scope of Services
Exhibit B - Reporting Requirements & Progress Report Template
Exhibit C - Building Condition Report

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed on the date first herein written.

CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 6/25/2024
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

PROVIDER:
CHALLENGED FAMILY RESOURCE
CENTER, A California 501(C)(3) Non-
Profit Corporation

BY: 
Jodi Frade

Its: Executive Director

Taxpayer I.D. No. _____

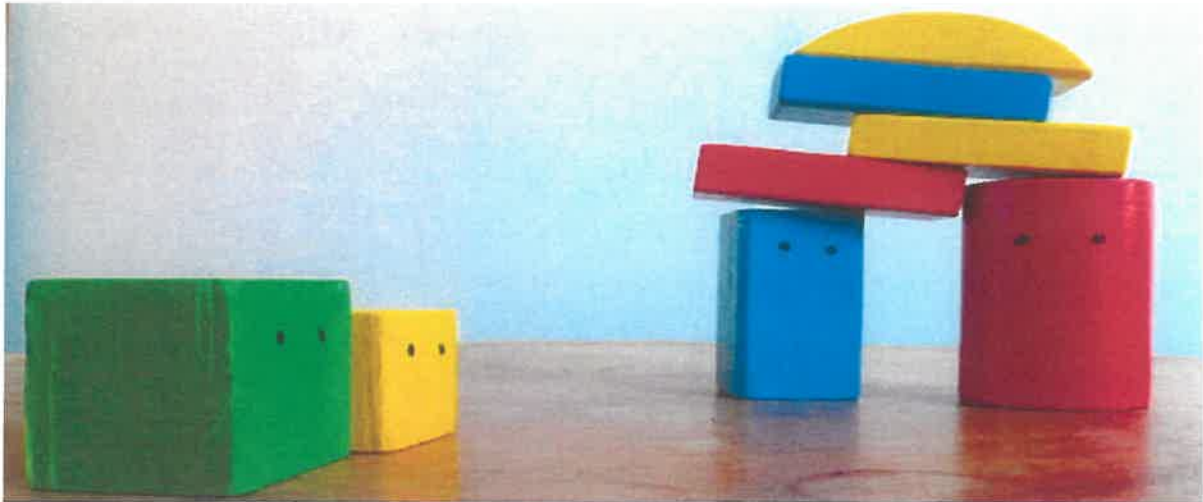
ADDRESS: 827 W. 20th Street
Merced CA 95340

TELEPHONE: _____

FAX: _____

EMAIL: _____

EXHIBIT A- Program Proposal & Scope of Services



Challenged Family Resource Center and The Caring Kids Program. Our Playgroup consists of typically developing and non typically developing children ages 0-5 years of age. We work on social skills, milestones, and early education through the art of play. We believe that early education is key in making children of all abilities succeed socially and emotionally. We also believe that promoting early integration of abilities promotes acceptance, respect and understanding and is positive for children and our community.

Classes are open to all families in Merced. We have staff who speak Spanish, Hmong and English who run the sessions. We are culturally and ability diverse. Playgroups help all children be better prepared for kindergarten. Playgroups also give parents different learning tools in teaching their children by understanding certain stages in child brain development and milestones.

We would like to use this facility on Mondays and Thursdays from 9:30 -1:30

Challenged FRC and Caring Kids have been in partnership since 2015. Together we have served hundreds of children and families in Merced from all walks of life. We also want to thank the City of Merced for considering a partnership in helping us continue our mission in serving young families.

Respectfully,

Jodi Frade
Executive Director
Challenged Family Resource Center
(209)385-5314

EXHIBIT B

Reporting Requirements & Progress Report Template (Example)

Monthly Community Center Service Provider Roundtable- The second Tuesday of each month is used to meet routinely with Parks & Community Service staff to address programmatic issues, facility needs and coordinate efforts. These meetings are held at the Parks & Community Services Office.

Quarterly Progress Reports and Presentations should be given by Providers to the Recreation & Parks Commission. These meetings are held the fourth Monday of each month at 5:30pm at City Hall.

Annual Progress Reports should be given by Providers to the City Council each May in consideration of any proposed Agreement Extension.



City of Merced Parks & Community Services- Youth Center Activity Report

Organization Name						
Organizational Mission						
Activity Report <small>Quarter 1 (7/1- 9/30) Quarter 2 (10/1- 12/31) Mid-Year (Quarter 1 and 2) Quarter 3 (1/31- 3/31) Quarter 4 (4/1- 6/30) Year-End (Quarter 1,2,3,4)</small>		Quarter 1 <input type="checkbox"/>	Quarter 2 <input type="checkbox"/>	Quarter 3 <input type="checkbox"/>	Quarter 4 <input type="checkbox"/>	
		Mid-Year (Quarter 1 &2) <input type="checkbox"/>		Year-End (Quarter 1-4) <input type="checkbox"/>		
Youth Center in Operation	27 th & K	McCombs	McNamara Park	Stephen Leonard		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Cost or Required In-kind for Participation <small>(Indicate- daily, weekly, monthly, or annually)</small>		Participants Served Afterschool (unduplicated)				
After School Membership	Special Camps	At the Youth Center		Outside of Youth Center but in City of Merced (List Location(s) served)		
Duration Program/Center was Open this Period		Participants Served through Special Events/Camps				
Days Open for Programming	Hours Per Day	At the Youth Center				
		Outside of Youth Center				
Special Events/ Camp Hours		Total Number of Service Contacts				
Total Hours Open for Service in the Reporting Period		Number of youth x times they were served				
Demographic Information of Youth Served Afterschool (number of youth in each category if available)						
Ages	Preschool age (0-5)		School Age (6-17)		Young Adults (18-24)	
Ethnicity	African American	Asian	Hispanic	White	Mixed	Other/ Unknown
Zip Code of Participants	95340	95341	95344	95348	Other/ Unknown	

Staff Structure to Support Program	
Employed Staff	
Interns	
Volunteers	

EXHIBIT C- Building Condition Report

RENTAL INSPECTION CHECKLIST

RATINGS:

S - Satisfactory; NC - Needs Cleaning; NSC - Needs Spot Cleaning; NP - Needs Painting; NSP - Needs Spot Painting; SC - Scratched; NR - Needs Repair; RP - Needs Replacing; NA - Not Applicable

Community Center/ Youth Center:

General	Move-In Rating	Move-Out Rating	Remarks	City Staff Inspection By
Doors				
Windows				
Screens				
Blinds or shades				
Locks				
Walls				
Ceilings				
Hallways				
Outdoor				
Lighting				
Front Yard Lawn				
Backyard Lawn				
Utilities and Safety				
HVAC unit				
Water heater				
Electric outlets				
Lights				
Switches				
Smoke detectors				
Carbon monoxide detectors				
Sprinklers				
Fire extinguishers				
Security systems or alarms				
Bathroom				
Toilets				
Bathrubs				
Sinks				
Cabinets				
Kitchen				
Refrigerator				
Dishwasher				
Oven				
Stove				
Sinks				
Garbage disposal				
Cabinets and drawers				
City Equipment				
Desk				
Chairs				
Supplies (paper, paints, pens)				
Games				
City of Merced Storage (note all equipment)				