

**THIRD AMENDMENT TO THE SERVICE AGREEMENT BETWEEN THE  
CITY OF FRESNO AND FRESNO METROPOLITAN “METRO”  
MINISTRY A NON-PROFIT CORPORATION REGARDING FUNDING  
FOR COMMUNITY GARDEN LIAISON SERVICES**

THIS THIRD AMENDMENT TO THE SERVICE AGREEMENT (Amendment) made and entered into effect on July 1, 2026, between the CITY OF FRESNO, a California municipal corporation (City), and Fresno Metropolitan “Metro” Ministry, a California nonprofit organization (Service Provider).

WHEREAS, the City and the Service Provider entered into an agreement on July 21, 2023, (Agreement) to provide Community Garden liaison services for the City’s Community Gardens open to residents located at three facilities; South Peach Community Garden, the Al Radka Garden and the Lowell Community Garden (the Project); and

WHEREAS, the City and Service Provider entered into a First Amendment on June 30, 2025 for a one-year extension not to exceed \$40,000, to continue services at South Peach Community Garden, the Al Radka Garden and the Lowell Community Garden through June 30, 2026; and

WHEREAS, the City and Service Provider entered into a Second Amendment on January 20, 2026 to clarify and reallocate funding from Operational Expenses to Personnel Expenses, without increasing the total not to exceed compensation amount; and

WHEREAS, the City and Service Provider now desire to enter into a Third Amendment to amend the scope of services to add two additional community garden facilities located at Romain Park and McKinley Peace Garden and to remove the two community gardens located at Al Radka and Peach; extend the term of service through June 30, 2027 and increase the contract amount by \$38,000, for a total contract amount not to exceed \$78,000; and

WHEREAS, the City and Service Provider intend that this Third Amendment apply retroactively to the Effective Date in order to accurately reflect the Parties’ original intent regarding allowable cost categories under the Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which are contractual in nature, the mutual promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Scope of Services. Exhibit A – Scope of Services of the Agreement is hereby amended and replaced in its entirety with Exhibit A – Scope of Services, attached hereto and incorporated herein by this reference.
2. Term of Agreement. The term of the Agreement is extended to June 30, 2027.

3. Compensation. The Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be in the amount not to exceed \$38,000, increasing the total contract amount not to exceed \$78,000.

(a) This award will be distributed throughout the contract term when the Service Provider has incurred eligible costs which may include reimbursements for Service Provider's employee(s) and/or contracted personnel and ready-to-pay invoices from vendors for the Services outlined in Exhibit A and included in the Exhibit B Schedule of Fees. The Service Provider shall submit the invoice together with all supporting documentation. The Service Provider will follow the reporting schedule to submit invoices and supporting documentation to the established City of Fresno OneDrive repository.

(b) For the Services described above, the City agrees to disburse funds to the Service Provider exclusively from allocated and available sources. Compensation for satisfactory performance of all Services rendered or required under this Agreement, for eligible costs incurred by the Service Provider in carrying out these Services, shall be reimbursed in an amount not to exceed seventy-eight thousand dollars (\$78,000).

(c) The Service Provider shall submit detailed itemized invoices to the City on a quarterly basis, no later than the 15th of the month following the close of each quarter, for services performed during the preceding quarter. Invoices will be processed and paid in the normal course of the City's business. The City will provide an invoice/expense report template that must be accompanied by supporting documentation for all eligible expenses. Each invoice/expense report shall include a completed invoice/expense report, corresponding functional timesheets, (if applicable), and a funding sources report, together with supporting records such as receipts, registration invoices, payroll documentation, and/or equipment records purchases; as well as other materials as requested.

(d) The City will consider project amendments and budget modifications between line items, including changes to the awarded scope of services to maximize the overall benefits to the community. Any change in the scope of services must be requested in writing and submitted to PARCSContracts@Fresno.gov. The written request for an amendment or budget modification must be signed by an authorized representative of the Service Provider.

(e) The written request shall include:

- i. An explanation of the proposed scope change
- ii. Reason(s) for the proposed scope change
- iii. Impact the proposed scope change will have on the original scope
- iv. Impact the proposed scope change will have on the overall cost, budget, timeline and proposed deliverables.

(f) The City will review all written requests and respond with an approval or denial for amendment.

(g) The Service Provider shall not be entitled to any additional compensation if services are performed prior to an approval notice from the CITY.

(h) If the Service Provider fails to comply with any provision of the Agreement, the City shall be relieved of its obligation for further compensation.

4. Except as otherwise provided herein, the Agreement, and all obligations contained therein remain in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,  
A California municipal corporation

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

APPROVED AS TO FORM:  
ANDREW JANZ

City Attorney  
Signed by: \_\_\_\_\_  
By: Angela M. Karst 6/19/2026  
Angela M. Karst Date  
Senior Deputy City Attorney

ATTEST:  
AMY K. ALLER  
City Clerk

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

FRESNO METROPOLITAN "METRO"  
MINISTRY,  
A California nonprofit corporation

Signed by: \_\_\_\_\_  
By: Emogene Walker 6/16/2026  
Emogene Walker Date

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

Signed by: \_\_\_\_\_  
By: Nelson Her 6/16/2026  
Nelson Her Date

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

REVIEWED BY:  
\_\_\_\_\_

Addresses:  
CITY:  
City of Fresno  
Attention: Aaron A. Aguirre  
Director  
1515 E. Divisadero  
Fresno, CA 93721  
Phone: (559) 621-2900  
E-mail: PARCSContracts@fresno.gov

SERVICE PROVIDER:  
Fresno Metropolitan "Metro" Ministry  
Attention: Emogene Walker  
Executive Director  
907 Santa Fe Ave. Suite #201  
Fresno, CA 93721  
Phone: (559) 485-1416  
E-mail: emogone@fresnometmin.org

Attachments:  
1. Exhibit A – Scope of Services

## EXHIBIT A

### SCOPE OF SERVICES Service Agreement between City of Fresno and Fresno Metro Ministry for Community Garden Liaison Services

The scope of services for the Community Garden Liaison is to manage the following three Community Gardens located within City of Fresno Parks and/or Community Centers:

1. Lowell Community Garden
2. McKinley Peace Garden
3. Romain Community Garden

#### ***A. Community Garden Liaison tasks include but are not limited to:***

1. Manage gardener selection and completion of sign-up agreements.
2. Establish and maintain an equitable gardener selection process, including waitlist procedures.
3. Maintain hours of operations at all sites.
4. Collaborate with the City of Fresno to establish and enforce rules for gardeners, including rules pertaining to the following:
  - a. Crop type and height
  - b. Plot boundaries
  - c. Approved materials
  - d. Supply/equipment storage
  - e. Maintenance requirements
5. Require and enforce drip irrigation and water wise practices.
6. Manage green waste and refuse through composting and proper disposal.
7. Collect and manage plot fees according to the City of Fresno Master Fee Schedule. Proceeds collected from plot fees shall be invested back into the community gardens. The Community Garden Liaison shall also submit to the City on a quarterly basis documentation of all plot fees collected and how the plot fees were spent including receipts.
8. Coordinate with City of Fresno as needed to identify security solutions.
9. Visit community gardens on a regular basis to conduct garden inspections and log findings.
10. Organize and promote bi-annual meetings for each existing garden site for members who are renting plots.

11. Host annual meetings with neighborhoods located within 1-mile of the community garden site to invite participation in community gardening, as well as discuss any impacts or concerns. Must be able to encumber the cost of community meetings.
12. All communication material must be made available in English, Hmong, Punjabi, and Spanish.
13. Adhere to reporting requirements which include quarterly reporting and invoicing for services provided. Quarterly reports shall include the following information:
  - a. Total number of garden plots at each location including number of garden plots rented, number of plots available for rent, and number of plots fallow due to need for repairs.
  - b. Total number of people on waiting lists at each location.
  - c. Photos from each garden highlighting what is being grown.
  - d. Number and description of meetings and events held during the quarter, including meetings with existing gardeners and outreach events to the broader community.
  - e. Number of community members reached through meetings and events. Numbers may be approximate.
  - f. Description of trainings, supplies and/or materials provided during the quarter.
  - g. A summary of any challenges or recurring issues.
  - h. Other data that illustrates outcomes, success stories and impacts of community garden operations: for example, pounds of compost, pounds of food grown, etc.
  - i. Reports should be submitted electronically to:  
PARCSContracts@Fresno.gov
14. Meet with the City at least once quarterly to provide an update on the gardens.
15. Communicate with City of Fresno PARCS staff to report maintenance needs by utilizing FresGo and "311."
16. Maintain all records. Copies of applications and other records shall be available to the City upon request and retained for three (3) years after the conclusion of the contract.

Fresno Metro Ministries shall provide these services in accordance with the methods presented in the project proposal.

**B. Schedule of Fees:**

<b>Agency Name:</b> Fresno Metro Ministry					
<b>Project Title:</b> Community Garden Liaison Services					
<b>Salaries &amp; Benefits</b>					
Position Title	Description of Role on Project	Maximum % of Time on Project	Maximum Hourly Rate including Fringe	Total	
Project Manager(s)	<ul style="list-style-type: none"> <li>- Lead and manage Community Gardens</li> <li>- Supervise garden community builders</li> <li>- Provide training and mentorship</li> <li>- Coordinate culturally-relevant outreach</li> <li>- Coordinate planting schedules</li> <li>- Coordinate operations of garden sites to ensure productive, safe, and sustainable community gardens</li> <li>- Manage tools ,equipment, and supplies for garden activities</li> </ul>	.25 FTE	\$40.00	\$16,250	
Community Builder(s)	<ul style="list-style-type: none"> <li>- Engage community members and gardeners in the maintenance and development of gardens</li> <li>- Conduct multilingual and targeted outreach to gardeners and community members</li> <li>- Host site events, workshops, and programming as needed</li> <li>- Conduct biannual gardener meetings and annual neighborhood meetings on the use and maintenance of sites</li> <li>- Assist with completing progress reports and data collection.</li> </ul>	.875 FTE	\$35.00	\$41,580	

Salaries & Benefits Total		\$57,830
Nonpersonnel Expenses		
Expense	Description	Total
Garden & Outreach Supplies	Supplies and items for garden operations, maintenance, and outreach. May include, but is not limited to, gardening supplies, irrigation supplies, garden storage supplies, community meeting supplies, outreach supplies.	\$10,000
Transportation, Interpretation, & Cell Phones	Includes translation and interpretation costs, cell phone reimbursements for garden staff, and transportation/mileage reimbursements for garden staff.	\$3,079
Nonpersonnel Expenses Total		\$13,079
Overhead/Indirect Total (not to exceed 10% of contract)		\$7,091
Total Maximum Reimbursable Amount		\$78,000