

### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 31 day of May 2017, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation (CITY), and RESOURCES FOR INDEPENDENCE CENTRAL VALLEY, a California nonprofit corporation (USER).

#### RECITALS

WHEREAS, CITY and USER entered into an Agreement, dated December 19, 2013, related to USER's use and performance of certain community services at Universally Accessible Park (UAP), amended on November 14, 2015 and May 31, 2016 (the Agreement); and

WHEREAS, pursuant to the Agreement, USER has priority access to all outdoor spaces at UAP, except paid reservations made through the CITY; and

WHEREAS, CITY and USER desire to amend the priority access provisions for the use of UAP's outdoor spaces.

#### AGREEMENT

NOW, THEREFORE, the parties hereby agree the Agreement be amended as follows:

1. Section 5B of the Agreement shall be amended as follows:

CITY grants permission to USER to conduct the Program during the term of the Agreement, and pursuant to the terms of this Agreement. The use of the UAP by USER shall not be exclusive, and CITY shall have the right at all times to enter upon the UAP for any purpose and to use the same for any purpose not inconsistent with USER's obligations hereunder. USER shall not pay facility use fees to CITY for USER's Community Service Program activities which have been expressly approved by CITY, subject to the provisions of this Agreement, provided that other costs and charges as set forth herein, may apply. USER shall have access to UAP's outdoor spaces; however, paid reservations made through the CITY and third parties who enter into an agreement with the CITY shall be given first priority.

2. Except as otherwise provided herein, the Agreement entered into by CITY and USER, remains in full force and effect.

3. In the event of any conflict between the body of this Amendment and the Agreement, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Agreement. Furthermore, any terms or conditions contained within the Agreement which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF FRESNO,  
a municipal corporation

RESOURCES FOR INDEPENDENCE  
CENTRAL VALLEY,  
a California nonprofit corporation

By: \_\_\_\_\_  
Bruce Rudd, City Manager

By: Samuel Morgan

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Name: Samuel Morgan

Title: Executive Director 6/2/17  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: \_\_\_\_\_  
Brandon M. Collet      Date

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

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

Name: \_\_\_\_\_

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

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