

**SECOND 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 SECOND AMENDMENT TO THE SERVICE AGREEMENT (Amendment) made and entered into effect on 1/20/2026, between the CITY OF FRESNO, a California municipal corporation (City), and Fresno Metropolitan “Metro” Ministry, a California nonprofit organization (Service Provider).

RECITALS

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 (First Amendment) 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 now desires to enter into a Second Amendment to amend the Agreement to clarify and reallocate the approved Project budget by shifting funds previously allocated to Operational Expenses to Personnel Expenses, without increasing the total not to exceed compensation amount; and

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

WHEREAS, this Second Amendment does not increase or decrease the total amount of compensation authorized 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. Exhibit A – Proposed Project Budget of the Agreement is hereby amended and replaced in its entirety with Exhibit A – Proposed Project Budget -1, attached hereto and incorporated herein by this reference.
2. The revised proposed project budget reallocates an amount not to exceed Forty Thousand Dollars (\$40,000) from Operational Costs Expenses to Personnel Expenses, effective retroactively as of July 21, 2023.
3. Nothing in this Second Amendment shall be construed to increase or decrease the total compensation authorized under the Agreement. The maximum compensation payable to the Service Provider under the Agreement, as amended, shall remain unchanged.
4. Except as otherwise provided herein, the Agreement, and all obligations


contained therein remain in full force and effect.

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

Signed by:
By:  1/20/2026
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Georgeanne A. White
City Manager

FRESNO METROPOLITAN "METRO"
MINISTRY,
A California nonprofit corporation

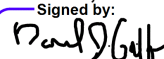
DocuSigned by:
By:  1/20/2026
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Name: Emogene Nelson

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

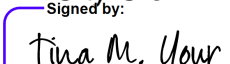
Signed by:
By:  1/20/2026
0A8F88F889DD447...
Angela M. Karst Date
Senior Deputy City Attorney

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

Signed by:
By:  1/15/2026
0DF29D7E6687474...

Name: Dan Griffins

ATTEST:
AMY K. ALLER
Interim City Clerk

Signed by:
By:  1/20/2026
CAB3057983E04D4...
Date
Deputy

Title: president
(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 Nelson
Executive Director
3845 N. Clark St, Suite 101
Fresno, CA 93726
Phone: (559) 485-1416
E-mail: emogene@fresnometmin.org

Attachments:
1. Exhibit A – Proposed Project Budget - 1

Exhibit A – Proposed Project Budget - 1

Agency Name:		Fresno Metro Ministry				
Project Title		Community Garden Liaison Services				
Salaries and Benefits						
New or Existing Staff	New or Existing Staff	Description of Role on Project	Percent of Time Community Garden Liaison Services*	Hours	Hourly Rate (with fringe)	Total
Program Manager	Existing staff	Primary Contact for City of Fresno, including: * Compile and submit Quarterly Invoicing and Reports, Purchase Supplies and Rental Fee items * Oversee all site Annual Community Meetings and Outreach * Manage the Gardener and Rental Fees Database * Oversee Rental Agreements and Signage	up to 15% of Base Salary and Fringe Benefits.	288	\$36.35	\$10,469
Project Manager 1	Existing staff	Primary Contact for gardeners and the public for the Peach and Al Radka Gardens, including: * Conduct regular garden site visits and gardener communication, collect and process rental fees, onboard and process new gardeners, maintain gardener waitlist * Plan, facilitate and conduct outreach for Bimonthly Gardener Meetings * Plan, facilitate and conduct outreach for Annual Community Meeting * Compile items for Quarterly Reports	up to 50% of Base Salary and Fringe Benefits.	645	\$27.87	\$17,976
Project Manager 2	Existing staff	Primary Contact for gardeners and the public for Lowell Garden, including: * Conduct regular garden site visits and gardener communication, collect and process rental fees, onboard and process new gardeners, maintain gardener waitlist * Plan, facilitate and conduct outreach for Bimonthly Gardener Meetings * Plan, facilitate and conduct outreach for Annual Community Meeting * Compile items for Quarterly Reports	up to 20% of Base Salary and Fringe Benefits.	331	\$24.20	\$8,010
Total compensation for Salaries and Benefits shall not exceed this sub-total:						\$36,455
Indirect Costs						
Title & Name (if applicable)	New or Existing	Description of Cost				
Overhead Costs	Existing	10% of total contract				
						\$3,545
35						
Budget Summary						Total
Salaries and Benefits						\$36,455
Indirect Costs						\$3,545
Total compensation for this agreement shall not to exceed this amount:						\$40,000