

**FIRST AMENDMENT TO CDBG SUBRECIPIENT AGREEMENT
BETWEEN SELF-HELP ENTERPRISES AND THE CITY OF
FRESNO REGARDING THE HOME REPAIR PROGRAMS**

This FIRST AMENDMENT TO AGREEMENT between SELF-HELP ENTERPRISES and the CITY OF FRESNO regarding the Housing Rehabilitation and Home Repair Program (Amendment) made and entered into as of this 29th day of October, 2020, amends the Agreement (defined below) previously entered into between the CITY OF FRESNO, California, a municipal corporation (CITY) and SELF-HELP ENTERPRISES (SUBRECIPIENT).

RECITALS

CITY and SUBRECIPIENT entered into a CDBG Subrecipient Agreement regarding the Housing Rehabilitation and Home Repair Program on December 26, 2019, (Agreement); and

Due to the COVID-19 pandemic and delays in HUD's NEPA environmental review clearance, the parties have suffered delays in the program; and

CITY and SUBRECIPIENT desire to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree the aforesaid Agreement be amended as follows:

AMENDMENTS

1. Section 1 of the Agreement (Term) is deleted and replaced as follows:


The term of this Agreement shall commence on November 1, 2019, and unless terminated earlier pursuant to the terms of this Agreement, shall continue until October 31, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including Program Income.

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


3. Whenever the Agreement is referred to, it shall mean the Agreement as modified by this Amendment. Except as otherwise provided herein, the Agreement entered into between CITY and SUBRECIPIENT remains in full force and effect.

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


GRANTEE
CITY OF FRESNO
A California municipal corporation


By: 
Wilma Quan
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney


By: 
Tracy N. Parvanian Date 10.23.20
Senior Deputy City Attorney

SUBRECIPIENT
SELF-HELP ENTERPRISES

By: 
Thomas J. Collishaw,
President/CEO
(If corporation or LLC, Board Chair, Pres. or Vice Pres.)

By: 
Susan Long
Assistant Secretary
(If corporation or LLC, CFO, Treasurer, Secretary, or Assistant Secretary)

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By:  11/4/2020
Deputy
Yvonne Spence

Addresses:

CITY:
City of Fresno
Attention: Housing and Community
Development Division
2600 Fresno Street, Room 3065
Fresno, CA 93721
Phone: (559) 621-8300

RECIPIENT
Self-Help Enterprises
Attention: Susan Long, Program Director
8445 W. Elwin Ct.
Fresno, CA 93290
Phone: (559) 802-1630