SECOND AMENDMENT TO CDBG SUBRECIPIENT AGREEMENT BETWEEN SELF-HELP ENTERPRISES AND THE CITY OF FRESNO REGARDING THE HOME REPAIR PROGRAM

This SECOND AMENDMENT TO AGREEMENT between SELF-HELP ENTERPRISES and the CITY OF FRESNO regarding The Home Repair Program (Amendment) made and entered into as of this _____ day of April, 2022, 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 Home Repair Program on December 26, 2019, (Agreement); and

On October 29, 2020, City and Subrecipient entered into a First Amendment to extend the Agreement's term to October 31, 2021; and

City and Subrecipient desire to further extend the Agreement's term to September 30, 2022, at no additional cost or expense to the City, to allow Subrecipient to complete pending projects and submit reimbursement requests for completed projects.

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. The term of this Agreement shall be extended through September 30, 2022.
- 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.

[SIGNATURE PAGE TO FOLLOW]

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

GRANTEE CITY OF FRESNO,	SUBRECIPIENT SELF-HELP ENTERPRISES
A California municipal corporation	SELF-HELF ENTERPRISES
By: Georgeanne White City Manager	Thomas J. Collishaw, President/CEO (If corporation or LLC, Board Chair, Pres. or Vice Pres.)
APPROVED AS TO FORM: DOUGLAS T. SLOAN City Attorney By: /// / // // // // // // // // // // //	By: Susan Long Assistant Secretary (If corporation or LLC, CFO, Treasurer, Secretary, or Assistant Secretary)
ATTEST: Todd Stermer, CMC City Clerk	
By: Deputy	
Addresses:	
CITY: City of Fresno Attention: Housing and Community Development Division	RECIPIENT Self-Help Enterprises Attention: Susan Long, Program Director 8445 W. Elowin Ct.

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