

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT

This Amendment No. 1 to Subrecipient Agreement ("Amendment No. 1") is dated January 27, 2026 and is between Self-Help Enterprises, a California nonprofit 501(c)(3) corporation whose address is 8445 W. Elowin Court, Visalia, Ca 93291 ("Subrecipient") and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 ("ARPA") which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program.

B. The ARPA authorizes the County to expend SLFRF awarded to the County for certain eligible purposes, including making necessary investments in neighborhood features, such as parks, recreation facilities, and programs that increase healthier living environments.

C. On October 24, 2023, the County and the Subrecipient entered into County agreement number 23-570 ("Agreement"), with a compensation amount of \$210,000, to fund expenditures related to the purchase a play structure, bicycle racks, and recreation equipment (foosball table) for the Cherry Crossing's community center which will provide recreational space, promote community wellness, and provide for a healthier living environment that will benefit the residents of the Cherry Crossing I Project ("Program") in Sanger.

D. The Subrecipient represents that the Expenditure Plan, Table 1-1 of Exhibit B, of the Agreement ("Expenditure Plan") is too precise and lacks sufficient flexibility to allow for similar types of recreational amenities that have been installed at Cherry Crossing community center to be accepted as reimbursable expenditures under the current Agreement.

E. The Subrecipient represents that since the approval of the Agreement, the program as awarded is complete with costs for the play structure, bicycle racks, and recreation equipment coming in within budget. The Subrecipient represents that the Expenditure Plan limits their ability to fully expend the award with additional recreational amenities, which are eligible under the ARPA Program, but cannot be accepted because the additional amenities are not specifically listed in the Agreement.

1 F. The Subrecipient represents that the Cherry Crossing community center included the installation
2 of barbeque pits, picnic tables, turf grass, site furnishings, shaded areas, and a basketball/sports court,
3 which are additional recreational amenities that benefit the residents of Cherry Crossing.

4 G. The Subrecipient requests a revision to the Expenditure Plan which will expand the description of
5 allowable expenditures by updating the Expenditure Plan to include recreation amenities such as
6 barbeques, picnic tables, turf grass areas, site furnishings, shaded areas, and basketball/sports court,
7 and corresponding installation costs. The Subrecipient represents that the requested revision will ensure
8 they can maximize and fully expend SLFRF funds for the implementation of the Program, with no
9 change to the maximum compensation.

10 H. The Subrecipient represents that Self-Help Enterprises is the sole owner and manager of the
11 Cherry Crossing LP, which is their legal method used to fund the construction of Cherry Crossing I. The
12 Subrecipient via Cherry Crossing LP retained a general contractor (BJ Perch Construction Inc.) to
13 manage the construction of Cherry Crossing, oversee subcontractors, and to make payments to the
14 subcontractors. This amendment will also clarify the Subrecipient's ownership of Cherry Crossing LP,
15 the management, and the funding administration of the Program.

16 I. The County and the Subrecipient now desire to amend the Agreement to revise the Program's
17 expenditure plant to cover recreational amenities as a cost of the Program and clarify Subrecipient's
18 ownership of Cherry Crossing LP.

19 The parties therefore agree as follows:

20 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, October 24,
21 2023.

22 2. All references to "Exhibit A" in the Agreement shall be amended and referred to as "Revised
23 Exhibit A." The Revised Exhibit A is attached to this Amendment No. 1 and incorporated by this
24 reference.

25 3. All references to "Exhibit B" in the Agreement shall be amended and referred to as "Revised
26 Exhibit B." The Revised Exhibit B and Revised Table 1-1 are attached to this Amendment No. 1 and
27 incorporated by this reference.
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1 4. A portion of the recitals located on page 3 starting on line 5 through line 9, is deleted, and
2 replaced with the following:

3 “**WHEREAS**, the SUBRECIPIENT represents that SLFRF provided under this Agreement will
4 fund the purchase and installation of a play structure, bicycle racks, recreation equipment
5 (foosball table), and recreation amenities such as barbeque pits, picnic tables, turf grass, site
6 furnishings, shaded areas, and a basketball/sports court for the community center that will
7 provide recreational space, promote community wellness, and provide for a healthier living
8 environment that will benefit the residents of the Cherry Crossing project and neighboring areas
9 who have been disproportionately impacted by the COVID-19 pandemic (Program).”

10 5. A portion of Subsection D of Section 1, General Obligations of the Subrecipient of the Agreement
11 located on page 4, starting on line 5 through line 8, is deleted, and replaced with the following:

12 “Subrecipient represents that the Program will fund the purchase and installation of a play
13 structure, bicycle racks, recreation equipment (foosball table), and recreation amenities such as
14 barbeque pits, picnic tables, turf grass, site furnishings, shaded areas, and a basketball/sports
15 court for the community center that will provide outdoor recreational space, promote community
16 wellness, and provide for a healthier living environment that will benefit the residents of the
17 Cherry Crossing project and neighboring areas who have been disproportionately negatively
18 impacted by the COVID-19 pandemic.”

19 6. Section 1, General Obligations of the Subrecipient, a new subsection, N, shall be added on Page
20 10 starting at line 25, as follows:

21 “N. Management and Fiscal Agent. The Subrecipient is a nonprofit organization in the San Joaquin
22 Valley that helps improve the living conditions of low-income individuals by constructing affordable
23 housing units. The Subrecipient represents that they are the sole owner and manager of the Cherry
24 Crossing LP, the entity created for the funding and the construction of the Cherry Crossing I project.
25 The Subrecipient oversees operations and is the authorized fiscal agent of Cherry Crossing LP. The
26 Subrecipient is the sole owner, is financially responsible for the project, and is authorized to execute
27 agreements, disburse funds, and manage all aspects of the Cherry Crossing project on behalf of
28 Cherry Crossing LP. The County may communicate with Cherry Crossing LP via Subrecipient for the

1 purposes of overseeing the Program, reviewing and submitting payment requests, submitting
2 supporting documentation, and correspondence in all matters of managing the Program, the
3 Subrecipient agrees that Subrecipient is still fully responsible for compliance to the terms and
4 conditions of this Agreement, and that compliance with the terms of Uniform Guidance including, but
5 not limited to, 2 CFR 200, shall be considered the sole responsibility of the Subrecipient.”

6 7. A portion of Subsection A of Section 13, Grant Funding/Compensation of the Agreement located
7 on page 19, starting on line 17 through line 22, is deleted, and replaced with the following:

8 “The funding provided in this Agreement will provide funding assistance to the Subrecipient for
9 the implementation of the Program, consisting of expenditures listed on Table 1-1 for the
10 purchase of a play structure, bicycle racks, and recreation equipment (foosball table), and
11 recreation amenities such as barbeque pits, picnic tables, turf grass, site furnishings, shaded
12 areas, and a basketball/sports court for the community center. This will provide recreational
13 space, promote community wellness, and provide for a healthier living environment that will
14 benefit the residents of the Cherry Crossing project and neighboring areas who have been
15 disproportionately impacted by the COVID-19 pandemic.”

16 8. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No.
17 1 together constitute the Agreement.

18 9. The Subrecipient represents and warrants to the County that:

- 19 a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under
20 this Amendment No. 1.
- 21 b. The individual signing this Amendment No. 1 on behalf of the Subrecipient is duly authorized
22 to do so and his or her signature on this Amendment No. 1 legally binds the Subrecipient to
23 the terms of this Amendment No. 1.

24 10. The parties agree that this Amendment No. 1 may be executed by electronic signature as
25 provided in this section.

- 26 a. An “electronic signature” means any symbol or process intended by an individual signing this
27 Amendment No. 1 to represent their signature, including but not limited to (1) a digital
28 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically

1 scanned and transmitted (for example by PDF document) version of an original handwritten
2 signature.

3 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent
4 to a valid original handwritten signature of the person signing this Amendment No. 1 for all
5 purposes, including but not limited to evidentiary proof in any administrative or judicial
6 proceeding, and (2) has the same force and effect as the valid original handwritten signature
7 of that person.

8 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
9 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
10 2.5, beginning with section 1633.1).

11 d. Each party using a digital signature represents that it has undertaken and satisfied the
12 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
13 and agrees that each other party may rely upon that representation.

14 e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under
15 it by electronic means and either party may sign this Amendment with an original handwritten
16 signature.

17 11. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of
18 which together constitute this Amendment No. 1.

19 12. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of
20 the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

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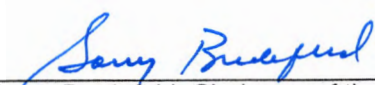
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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

Subrecipient

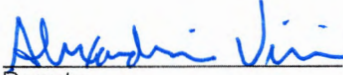
County of Fresno


Thomas J. Collishaw, President/CEO
of Self-Help Enterprises


Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

Mailing Address:
Self-Help Enterprises
8445 W. Elwin Ct.
Visalia, CA 93291

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

For accounting use only:
Org No.: 1033
Fund No.: 0026
Subclass No.: 91021
Account No.: 7845

Revised Exhibit A

Program Description

The Subrecipient is a nonprofit organization that helps improve the living conditions of low-income individuals in the San Joaquin Valley by constructing affordable housing, preserving affordable housing stock, assisting communities to meet basic infrastructure needs, and encouraging individuals from underserved areas to participate in service delivery and decision-making, and develop skills for self-sufficiency by providing technical assistance with the goal to improve communities around emergency preparedness and leadership development. The Subrecipient plans to construct the Cherry Crossing I project, a 72-unit affordable housing complex that will offer one, two, and three-bedroom units and an onsite community center in the City of Sanger. The Cherry Crossing's community center is planned to provide future residents with free access to after-school programs, curriculum that focuses on Science, Technology, Engineering, and Mathematics (STEM) for children and youth, access to a computer lab and classes, provide financial and budgeting classes for adults, outdoor recreational areas, as well as various wellness activities that will benefit individuals who have been impacted or disproportionately impacted by the COVID-19 pandemic or experienced negative economic impacts from the public health emergency. The Cherry Crossing project is located in a disadvantaged community with an average median household income of \$44,815, and a poverty level of 23.2 percent according to the US Census, American Community Survey 5-year Estimates for years 2015-2019 (census tract 0601900006100).

Under this Agreement, the County will provide SLFRF to Subrecipient for the implementation of the Program, consisting of expenditures listed on Table 1-1 for the purchase of a play structure, bicycle racks, recreation equipment (foosball table), and recreation amenities such as barbeque pits, picnic tables, turf grass, site furnishings, shaded areas, and a basketball/sports court for the community center that will provide recreational space, promote community wellness, and provide outdoor space for a healthier living environment that will benefit the residents of the Cherry Crossing project and neighboring areas have been disproportionately negatively impacted by the COVID-19 pandemic.

1 **Revised Exhibit B**

2 Subrecipient Expenditure Plan

3 The amount of SLFRF to be granted by County to Subrecipient shall be two hundred ten
4 thousand dollars (\$210,000), which will provide funding assistance to the Subrecipient for the
5 implementation of the Program. Following the Effective Date of this Agreement, Subrecipient may
6 make payment requests to cover eligible expenditures in support of the Program. Payment requests
7 from Subrecipient to the County shall also be accompanied by a written certification from the
8 Subrecipient that the request for payment is consistent with the amount of work scheduled to be
9 performed or materials to be purchased with the amount of funding being requested from the County,
10 and that said payment request is in accordance with the Program, including Table 1-1 of this Revised
11 Exhibit B of this Agreement.

12 Table 1-1, Revised Expenditure Plan

Expense	Budget
Play structure, bicycle racks, recreation equipment (foosball table), and recreation amenities such as barbeque pits, picnic tables, turf grass, site furnishings, shaded areas, and a basketball/sports court for the community center that will provide recreational space.	\$210,000