

**FIRST AMENDMENT TO REPAIR SERVICES AGREEMENT
CITY OF FRESNO AND RH COMMUNITY BUILDERS LP**

THIS FIRST AMENDMENT TO the Repair Services Agreement (First Amendment) is entered into effect on _____, 2025, (Effective Date) between the CITY OF FRESNO, a California municipal corporation (City), and RHCB DEVELOPMENT LP, a Limited Partnership (RHCB). The City and RHCB are collectively referred to hereinafter as Parties.

RECITALS

WHEREAS, the City and RHCB entered into an Agreement on April 8, 2024, regarding the repair of the Travelodge Motel located at 3876 North Blackstone Avenue (Property) for use as permanent affordable housing for individuals and youth experiencing or at-risk of homelessness (City Studios Project); and

WHEREAS, the City and RHCB desire to enter into a First Amendment to modify the scope of services to include an adjustment to RHCB's compensation contained in the Agreement; and

WHEREAS, the Agreement allows for a modification of the scope of services by written agreement.

AGREEMENT

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

1. RHCB's compensation for performance of all services rendered pursuant to the Agreement shall be increased to \$8,386,656 which includes the payment of fees for Permit No. B24-09220.
2. In the event of any conflict between the body of this Amendment and any exhibit or attachment thereto, the terms and conditions of the body of this Amendment shall take control and take precedence over the terms and 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. Except as otherwise provided herein, the Agreement entered into by the City and RHCB on April 8, 2024, remains in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

RHCB DEVELOPMENT LP,
a California limited partnership

By: _____
Georgeanne A. White
City Manager

By: WRBH LLC, a California
limited liability company

By: _____
Name: Wayne Rutledge
Title: Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Signed by: *Angela M. Karst* 1/24/2025
Angela M. Karst Date
Senior Deputy City Attorney

By: _____
Name: Brad J. Hardie
Title: Manager

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY OF FRESNO
Planning & Development Department
Housing Finance Division
2600 Fresno Street, Room 3065
Fresno, CA 93721
Phone: (559) 621-8500

RHCB LP
Attention: Brad Hardie
2550 West Clinton Avenue, Suite 142
Fresno, CA 93705
Phone: (559) 492-1373

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

CITY OF FRESNO,
a California municipal corporation

RHCB DEVELOPMENT LP,
a California limited partnership

By: _____
Georgeanne A. White
City Manager

By: WRBH LLC, a California
limited liability company

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Name: Wayne Rutledge
Title: Manager

By: _____
Angela M. Karst Date
Senior Deputy City Attorney

By: Brad Hardie
Name: Brad J. Hardie
Title: Manager

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

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