

1 5) It is understood and agreed to by the parties hereto that the Property Manager's insurance shall  
2 be construed as primary insurance, and Owner's insurance and/or deductibles and/or self-insured  
3 retention's or self-insured programs shall not be construed as contributory.

4 6) Owner reserves the right to require that Property Manager adjust the monetary limits of  
5 insurance coverage as required in this Section 7.2 herein every fifth (5th) year during the term of  
6 this Agreement or any extension thereof, subject to ninety (90) days written notice to Owner of  
7 such adjustment, in the event that Owner reasonably determines that the then existing monetary  
8 limits of insurance coverage are no longer consistent with those monetary limits of insurance  
9 coverage generally prevailing in the Riverside County area for facilities comparable to the  
10 Property; provided, however, that any adjustment shall not increase the monetary limits of  
11 insurance coverage for the preceding five (5) years in excess of fifty percent (50%) thereof.

12 7) Property Manager shall pass down the insurance obligations contained herein to all tiers of  
13 subcontractors working under this Agreement.

14 8) Property Manager agrees to notify Owner in writing of any claim by a third party or any  
15 incident or event that may give rise to a claim arising from the performance of this Agreement.

16 (f) Additional Requirements:

17 In addition to the insurance requirements set forth in this Section 7.2, Property Manager shall  
18 maintain the following addition insurance and perform the following obligations during the term  
19 of this Agreement:

20 (i) Obtain and keep in force fidelity insurance, and insurance against liability for loss  
21 (including loss of income due to business interruption), damage, or injury to property or persons  
22 which might arise out of the occupancy, management, operation or maintenance of any part of  
23 the Property. Property Manager shall provide a copy of such insurance policies to Owner.

24 (ii) Property Manager shall be named as an additional insured while acting as agent for Owner  
25 in all liability insurance maintained with respect to the Property.

26 (iii) Property Manager shall investigate and promptly furnish to Owner full written reports of  
27 all accidents, claims, and potential claims for damages relating to the Property, and shall cooperate  
28

1 fully with Owner's insurers, regardless of whether the insurance was arranged by Property  
2 Manager or others.

3 (iv) Property Manager shall furnish whatever readily available information is requested by  
4 Owner for the purpose of obtaining insurance coverage, and shall aid and cooperate in every  
5 reasonable way with respect to such insurance and any loss.

6 (v) Property Manager shall require that all subcontractors working on the Property maintain,  
7 at the subcontractor's expense, workers' compensation insurance, in such amounts as may be  
8 required by law from time to time. Property Manager shall be notified promptly in the event  
9 Owner waives any of the requirements in this Section 7.2.

10 7.3 Indemnification.

11 (a) Property Manager shall defend, indemnify and hold harmless Perris Park Housing  
12 LLC., the Riverside Community Housing Corp., the Housing Authority of the  
13 County of Riverside, their respective directors, officers, Board of Commissioners,  
14 Board of Directors, employees, elected or appointed officials, agents, independent  
15 contractors, attorneys and representatives (individually and collectively  
16 hereinafter referred to as "Indemnitees") from any liability whatsoever, based or  
17 asserted upon any act, omission, or services of Property Manager, its officers,  
18 employees, subcontractors, independent contractors, agents or representatives  
19 arising out of or in any way relating to this Agreement, including but not limited  
20 to property damage, bodily injury, or death (Owner employees included), or any  
21 other element of damage of any kind or nature whatsoever, relating to or in any  
22 way connected with or arising from the performance of Property Manager, its  
23 officers, employees, subcontractors, independent contractors, agents or  
24 representatives from this Agreement. Property Manager shall defend, at its sole  
25 expense, all costs and fees including, but not limited to, attorney fees, cost of  
26 investigation, defense and settlements or awards, the Indemnitees in any claim or  
27 legal action based upon such alleged acts or omissions.

- 1 (b) With respect to any action or claim subject to indemnification herein by Property  
2 Manager, Property Manager shall, at their sole cost, have the right to use counsel  
3 of their own choice and shall have the right to adjust, settle, or compromise any  
4 such action or claim without the prior consent of Owner; provided, however, that  
5 any such adjustment, settlement or compromise in no manner whatsoever limits or  
6 circumscribes Property Manager's indemnification to Indemnitees as set forth  
7 herein. Property Manager's obligation hereunder shall be satisfied when Property  
8 Manager has provided to Owner the appropriate form of dismissal relieving Owner  
9 from any liability for the action or claim involved.
- 10 (c) The specified insurance limits required in this Agreement shall in no way limit or  
11 circumscribe Property Manager's obligations to indemnify and hold harmless the  
12 Indemnitees herein from third party claims.
- 13 (d) The indemnity obligations of Property Manager contained in this Agreement shall  
14 survive the termination and expiration of this Agreement.

## 16 **Article 8: Inspection of Services/Property**

17 8.1 Owner and their representatives shall have the right to inspect the Property at any  
18 time. Property Manager shall cooperate with Owner and their representatives in order to allow  
19 them to inspect the Property.

20 All performance shall be subject to inspection by Owner. Property Manager shall provide  
21 adequate cooperation to Owner's representative to permit him/her to determine the Property  
22 Manager's conformity with the terms of this Agreement. If any services performed or products  
23 provided by Property Manager are not in conformance with the terms of this Agreement, Owner  
24 shall have the right to require the Property Manager to perform the services or provide the  
25 products in conformance with the terms of the Agreement at no additional cost to Owner. When  
26 the services to be performed or the products to be provided are of such nature that the difference  
27 cannot be corrected, Owner shall have the right to: (1) require the Property Manager immediately  
28 to take all necessary steps to ensure future performance in conformity with the terms of the

1 Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services  
2 performed or products provided. Owner may also terminate this Agreement for default and charge  
3 to Property Manager any costs incurred by Owner because of the Property Manager's failure to  
4 perform.

5 8.2 Owner reserves the right to conduct or to appoint others to conduct examinations,  
6 at Owner's expense, without notification, of the books and records maintained for Owner by  
7 Property Manager and to perform any and all additional audit tests relating to Property Manager's  
8 activities hereunder.

9 8.3 Should Owner's employees or appointees discover either weaknesses in internal  
10 control or errors in record keeping, Property Manager shall correct such discrepancies either upon  
11 discovery or within a reasonable period of time. Property Manager shall inform Owner in writing  
12 of the action taken to correct such audit discrepancies.

13 8.4 Property Manager shall establish adequate procedures for self-monitoring to  
14 ensure proper performance under this Agreement; and shall permit Owner's representative to  
15 monitor, assess or evaluate Property Manager's performance under this Agreement at any time  
16 upon reasonable notice to Owner.

## 17 **Article 9: Remittance of Funds**

18 9.1 Trust Deposit Account. All funds received by Property Manager as a refundable  
19 security deposit from a Tenant ("Security Deposits" or "Tenant Deposits") in connection with a  
20 Lease on any Property shall be placed in trust for Owner's benefit into an account at a financial  
21 institution approved in advance by Owner whose deposits are insured by the Federal Deposit  
22 Insurance Corporation ("FDIC") and in a manner to indicate the custodial nature of such account  
23 ("Trust Deposit Account"). The Trust Deposit Account shall be designated of record as the  
24 "Perris Park Apartments Tenant Deposit Account" and shall contain Security Deposits from  
25 Tenants renting Rental Units at the Perris Park Apartment Complex. Interest on Tenant Deposits  
26 shall be paid according to State law and Property Manager shall maintain detailed records of all  
27  
28

1 Tenant Deposits and such records shall be open for inspection by Owner's employees or  
2 appointees.

3 9.2 Trust Operating Account. Except for Security Deposits as provided above in  
4 Section 9.1, all Rents, Gross Rents, Gross Collections and other funds collected from the  
5 operation of the Property, including any and all advance funds, in a bank account approved by  
6 Owner, shall be placed in trust for Owner's benefit into an account at a financial institution  
7 approved in advance by Owner whose deposits are insured by the FDIC and in a manner to  
8 indicate the custodial nature of such account ("Trust Operating Account"). The Trust Operating  
9 Account shall be designated of record as the "Perris Park Apartments Account."

10 9.3 No Commingling. In no event shall any Security Deposits, any Gross Collections  
11 or any other funds from the Property be commingled with any other funds.

12 9.4 Access to Accounts. Owner shall be given read-only access, the account number  
13 and password to all Property accounts.

14 9.5 Security Interest. By this Agreement, Property Manager grants to Owner a security  
15 interest in the Trust Deposit Account and Trust Operating Account to secure performance of  
16 Property Manager's obligations under this Agreement. The Parties intend for this Agreement to  
17 create a security interest in and to such accounts, and Owner shall have all the rights of a secured  
18 party, as provided in the Uniform Commercial Code, as in effect from time-to-time. Property  
19 Manager agrees to execute any financing statements required to perfect Owner's interest in such  
20 accounts.

21 9.6 Requests for Funds. Property Manager may provide a written request to Owner  
22 with respect to funding the Trust Operating Accounts for the ensuing month to the extent  
23 reasonably required. Property Manager's request shall describe and document any request for  
24 funds in excess of those anticipated in the approved budget.

25 9.7 Operating Expenses. Property Manager shall pay all Operating Expenses on a  
26 timely basis from the funds in the applicable Trust Operating Account; provided, however, that  
27 except as otherwise provided in the approved budget, any maintenance or repair outlay estimated  
28

1 to cost more than One Thousand Two Hundred Dollars (\$1,200.00) shall require the prior written  
2 approval of Owner as more specifically set forth in Section 9.10 below.

3 9.8 Remittance to Owner. Every quarter, after deducting all authorized Operating  
4 Expenses from the Gross Collections for the immediately preceding calendar month, the net  
5 remaining amount of Gross Collections in excess of a three (3) month operating balance for the  
6 Property shall be remitted by Property Manager to Owner at the address or account as Owner  
7 directs in writing. Such remittance shall be made no later than the 20<sup>th</sup> calendar day of each month.

8 9.9 Property Manager Not Entitled to Rents and Other Charges and Collections.  
9 Property Manager acknowledges and agrees that it is collecting and processing rents and other  
10 charges and collections solely as the property manager for Owner. Property Manager has no right  
11 to, or title in, the rents and other charges and collections collected or processed with respect to  
12 the Property. In any bankruptcy, insolvency or similar proceeding, Property Manager, or any  
13 trustee acting on behalf of Property Manager, waives any claim to such rents and other charges  
14 and collections other than as such may be used to pay the fees and compensation of Property  
15 Manager pursuant to the terms and conditions of this Agreement.

16 9.10 Notwithstanding any of the foregoing provisions or any similar provisions that  
17 follow, the prior written approval of Owner will be required for any expenditure which exceeds  
18 One Thousand Two Hundred Dollars (\$1,200.00) in any one instance for labor and materials  
19 combined, or otherwise in connection with the maintenance and repair of the Property (including  
20 withdrawals from the replacement reserve to fund maintenance and repair of the Property). This  
21 limitation is not applicable for recurring expenses within the limits of the operating budget or  
22 emergency repairs involving manifest danger to persons or property, or that are required to avoid  
23 suspension of any necessary service to the Property. In the latter event, Property Manager will  
24 inform Owner of the facts as promptly as possible.

25 9.11 Property Manager will secure and credit to Owner all discounts, rebates and  
26 commissions obtainable with respect to purchases, services, contracts and all other transactions  
27 on Owner's behalf.  
28

1 **Article 10: Representations and Warranties**

2 10.1 Property Manager covenants, represents and warrants to Owner as follows:

- 3 (a) 1) That it is experienced in the professional management of property of the  
4 character and nature similar to this Property; 2) That it is legally authorized to  
5 manage such property in the state of California; 3) That it will manage the Property  
6 in accordance with the highest professional standards for such property; and 4)  
7 That it will confer fully and regularly with the Owner in the performance of its  
8 duties and to continue to remain informed regarding the Property.
- 9 (b) Property Manager is validly existing and in good standing and has full power and  
10 authority to enter into this Agreement.
- 11 (c) Property Manager and its employees possess all licenses and permits under the  
12 laws of the state in which the Property is located as are necessary for them to  
13 perform their duties set forth in this Agreement, and all such licenses and permits  
14 are in good standing.
- 15 (d) Property Manager has not relied on any historical financial statement of the  
16 Property, or any projection of earnings or any statements as to the possibility of  
17 future success or other similar matter that may have been delivered or made  
18 available to Property Manager, and Property Manager understands that Operating  
19 Partnership does not make nor has made any guarantee as to the future financial  
20 success of the Property.

21 10.2 Property Manager acknowledges and agrees that Owner has not made, nor shall  
22 Owner be deemed to have made, any warranty or representation, express or implied, with respect  
23 to the Property.

24 **Article 11: Termination**

25 11.1 This Agreement shall be terminated automatically and immediately upon  
26 destruction, condemnation, sale, exchange, or other disposition (excluding any mortgage or  
27 refinancing) of the Property by Owner.  
28

1           11.2 Since HUD is one of the funders of this project, HUD may terminate this  
2 Agreement (a) for failure to comply with the provisions of the Management Certification or for  
3 other good cause, thirty (30) days after HUD has mailed the Owner and Property Manager a  
4 written notice of its desire to terminate the Agreement, or (b) in the event of a default under the  
5 mortgage, note, regulatory agreement or subsidy contract, immediately upon HUD's issuance of  
6 a notice of termination to the Owner and Property Manager. If HUD terminates the Agreement,  
7 the Owner will promptly make arrangements for providing management satisfactory to HUD.

8           11.3 Owner may terminate this Agreement without cause upon thirty (30) days written  
9 notice served upon Property Manager stating the extent and effective date of termination.

10           11.4 This Agreement shall terminate upon the occurrence of any of the following  
11 circumstances, which shall be considered a default:

- 12           (a) The filing of a voluntary petition of bankruptcy or insolvency or a petition for  
13 reorganization under any bankruptcy law by either Owner or Property Manager;
- 14           (b) The consent to an involuntary petition in bankruptcy or the failure by either Owner  
15 or Property Manager to vacate within ninety (90) days from the date of entry of  
16 any order approving an involuntary petition;
- 17           (c) The entering of an order, judgment or decree by any court of competent  
18 jurisdiction, on the application of a creditor, adjudicating either Owner or Property  
19 Manager a bankrupt or insolvent or approving a petition seeking reorganization or  
20 appointing a receiver, trustee or liquidator of all or a substantial part of such Party's  
21 assets, and such order, judgment, or decree shall continue unstayed and in effect  
22 for a period of one hundred and twenty (120) consecutive days; or
- 23           (d) The failure of Property Manager to perform, keep, or fulfill any of its duties or to  
24 comply with the covenants, undertakings, obligations, or conditions set forth in  
25 this Agreement, and the continuance of any such default for a period of thirty (30)  
26 days after written notice of such failure (except in the event of Property Manager's  
27 misconduct, in which case no notice shall be required).
- 28



1 (e) The failure of Owner to make available sufficient funds to maintain the Property  
2 in compliance with applicable state and local laws, and such failure to provide  
3 funding continues for a period of thirty (30) days after Property Manager provides  
4 Owner with written notice of the need for such funds.

5 (f) Owner's obligation for payment of this Agreement beyond the current fiscal year  
6 end is contingent upon and limited by the availability of Owner's funding from  
7 which payment can be made. No legal liability on the part of the Owner shall arise  
8 for payment beyond June 30 of each calendar year unless funds are made available  
9 for such payment. In the event that such funds are not forthcoming for any reason,  
10 Owner shall immediately notify Property Manager in writing, and this Agreement  
11 shall be deemed terminated and have no further force and effect.

12 Upon any such event of default, the non-defaulting Party may, without prejudice to any  
13 other recourse of law that it may have, give to the defaulting Party notice terminating this  
14 Agreement.

15 11.5 Within five (5) days after the termination of this Agreement, Property Manager  
16 shall close all accounts and pay the balances or assign all certificates of deposit regarding the  
17 Property to Owner. Within ten days after the termination of this Agreement, Property Manager  
18 shall deliver to Owner all plans and surveys of the Property in its possession and all books and  
19 records, keys, reports, files, Leases, contracts, and all other written material and property  
20 concerning the Property. Within thirty (30) days after the termination of this Agreement, Property  
21 Manager shall submit to Owner all reports required under Section 5.14 hereof to the date of such  
22 termination, and Property Manager and Owner shall account to each other with respect to all  
23 matters outstanding as of the date of termination. Upon Owner's request, Property Manager shall  
24 assign to Owner all contracts requested by Owner concerning the Property, to the extent permitted  
25 by such contracts, and shall cooperate (at no expense to Property Manager) with Owner in  
26 connection with the transition to a new property manager.

27 11.6 Upon termination of this Agreement for any reason or the expiration of this  
28 Agreement, Property Manager shall deliver to Owner immediately upon termination (or upon

1 Property Manager's subsequent receipt or acquisition), or upon expiration of this Agreement, but  
2 in any event within 5 days following the termination or expiration date, the following with respect  
3 to the Property:

- 4 (a) Any Tenant Deposits or other monies belonging to Owner held by Property  
5 Manager on Owner's behalf;
- 6 (b) All records, contracts, Leases, receipts for deposits, unpaid bills, and other papers  
7 or documents relating to the Property;
- 8 (c) All original Records, and all electronic records, and shall provide each original  
9 record in hardcopy format as Owner may request at Owner's expense;
- 10 (d) All keys to the Property;
- 11 (e) Property Manager shall cooperate in transferring the Trust Deposit Accounts and  
12 Trust Operating Accounts, as directed by Owner;
- 13 (f) Deliver a final accounting reflecting the balance of income and expenses for each  
14 Property as of the date of termination;
- 15 (g) Property Manager shall assign and does now assign any leases or agreements  
16 entered into by Property Manager with respect to the Property as requested by  
17 Owner; and
- 18 (h) Property Manager shall immediately transfer control of any pending litigation  
19 against Tenants or former Tenants to Owner or its designee.

20 11.7 Any payments received by Property Manager related to each Property following  
21 termination or expiration of this Agreement shall be promptly forwarded to Owner.

22 11.8 Property Manager's right to compensation shall immediately cease upon the  
23 effective date of the termination and shall be prorated through that date.

## 24 25 **Article 12: Cooperation**

26 If any claims, demands, suits, or other legal proceedings that arise out of any of the matters  
27 relating to this Agreement be made or instituted by any person against either Owner or Property  
28 Manager, Owner and Property Manager shall give to each other all pertinent information and

1 reasonable assistance in the defense or other disposition thereof, at its sole expense. Property  
2 Manager shall cooperate with any financing, sale, or other transfer or disposition relating to any  
3 Property or to Owner or any of its affiliates.

4  
5 **Article 13: Consent**

6 Whenever in this Agreement the consent or approval of Property Manager or Owner is  
7 required, such consent or approval shall not be unreasonably withheld or delayed. Such consent  
8 shall be in writing and shall be duly executed by an authorized officer or agent for the Party  
9 granting such consent or approval; provided, however, notwithstanding anything in this  
10 Agreement to the contrary, if such consent or approval would be required for Property Manager  
11 to comply with the Requirements, Property Manager shall not be responsible for a failure to  
12 comply with the Requirements as a result of Owner's refusal or unreasonable delay to so consent  
13 or approve.

14  
15 **Article 14: Notices**

16 All notices, waivers, demands, requests or other communications required or permitted by  
17 this Agreement (collectively, "Notices"), to be effective, shall be in writing, properly addressed  
18 to the address specified below, and shall be given: (a) by personal delivery; (b) by established  
19 overnight commercial courier with delivery charges prepaid or duly charged; or (c) by registered  
20 or certified mail, return receipt requested, first class postage prepaid, to the following address:

21 If to Owner:

22 Carrie Harmon  
23 COO  
24 Perris Park Housing LLC  
25 5555 Arlington Avenue  
26 Riverside, California 92504

If to Property Manager:

22 Gary Da Prato  
23 Vice President  
24 Hyder & Company  
25 1649 Capalina Road Suite 500  
26 San Marcos, California 92069

26 Notices delivered by personal delivery shall be deemed to have been given upon tender to a  
27 natural person at the address shown. Notices delivered by overnight courier shall be deemed to  
28

1 have been given the next business day after delivery to such overnight commercial courier.  
2 Notices delivered by mail shall be deemed to have been given on the third day after deposit into  
3 the United States Postal System. Either Party may change its address for notices by giving written  
4 notice to the other Party as provided in this Section 14.

## 6 **Article 15: Miscellaneous**

7 15.1 Attorneys. The selection of attorneys and professionals for legal matters that relate  
8 to any Property or Lease shall be subject to Owner's prior written approval, except for the  
9 selection of attorneys and professionals relating to Tenant eviction proceedings whose total fees  
10 are less than \$1,200. Notwithstanding anything to the contrary contained herein, all legal actions  
11 with respect to any Property, Lease or Tenant must be first approved by Owner in writing; with  
12 such approval, Property Manager may file unlawful detainer actions and actions to recover rent  
13 and other amounts payable by Tenants. Any legal fees incurred by Property Manager under  
14 \$1,200 shall be considered "Operating Expenses" under this Agreement, and Property Manager  
15 shall incur no other legal fees without the prior written consent of Owner. Property Manager shall  
16 promptly notify Owner of any claims related to the Property, any Lease, any Tenant or arising out  
17 of, or related to, this Agreement.

18 15.2 Administration. The Chief Executive Officer of the Riverside Community  
19 Housing Corp., or designee, shall administer this Agreement on behalf of the Owner. Except as  
20 otherwise provided in this Agreement, Owner's consent to matters may be granted or withheld in  
21 Owner's sole and absolute discretion.

22 15.3 Recordkeeping. In addition to the provisions contained herein related to records  
23 and documents, Property Manager shall make available, upon written request by any duly  
24 authorized Federal, State or County agency, a copy of this Agreement and such books, documents  
25 and records as are necessary to certify the nature and extent of the Property Manager's costs  
26 related to this Agreement. All such books, documents and records shall be maintained by Property  
27 Manager for at least seven (7) years following termination of this Agreement and be available for  
28

1 audit by Owner. Property Manager shall provide to Owner reports and information related to this  
2 Agreement as requested by Owner.

3 15.4 Power of Attorney. Owner grants a special power of attorney to Property Manager  
4 with limited powers, and authorizes Property Manager to act as Owner's attorney-in-fact in  
5 relation to each Property, for the following limited purposes: (a) to collect rents and other funds  
6 due Owner in Property Manager's name on Owner's behalf,(b) to establish and make deposits into  
7 and withdrawals from the Trust Deposit Account and the Trust Operating Account in accordance  
8 with the terms of this Agreement, (c) to make contracts for any and all utilities, including but not  
9 limited to electricity, gas, water and waste management; (d) to put these services in place (until a  
10 Tenant takes occupancy of the pertinent Property) with billing delivered to Property Manager; (e)  
11 to obtain utility account information for each Property; (f) to obtain any and all required sales tax  
12 licenses relative to the rents to be collected from each Property; (g) to engage and terminate  
13 tenancies using the Owner approved form of lease; (h) to deliver to Tenants all notices required  
14 by all applicable landlord/tenant laws; and (i) to prosecute, release, settle and otherwise pursue  
15 all legal actions permitted by but in strict accordance with this Agreement.

16 15.5 Entire Agreement. This Agreement, including any attachments or exhibits,  
17 constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes  
18 all prior and contemporaneous representations, proposals, discussions and communications,  
19 whether oral or in writing. This Agreement may be changed or modified only by a written  
20 amendment signed by authorized representatives of both Parties.

21 15.6 Waiver. Any waiver by Owner of any breach of any one or more of the terms of  
22 this Agreement shall not be construed to be a waiver of any subsequent or other breach of the  
23 same or of any other term thereof. Failure on the part of Owner to require exact, full and complete  
24 compliance with any terms of this Agreement shall not be construed as in any manner changing  
25 the terms hereof, or estopping Owner from enforcement hereof.

26 15.7 Severability. If any provision in this Agreement is held by a court of competent  
27 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless  
28 continue in full force without being impaired or invalidated in any way.

1           15.8 Relationship. Nothing contained in this Agreement shall be construed to create a  
2 relationship of employer and employee, or partner or joint venturer between Owner and Property  
3 Manager, it being the intent of the Parties hereto that the relationship created hereby is that of an  
4 independent contractor. Nothing contained herein shall be deemed to constitute Owner's and  
5 Property Manager's relationship as a partnership or joint venture.

6           15.9 Governing Law. This Agreement shall be governed by and interpreted in  
7 accordance with the laws of the state of California. Any legal action related to the performance  
8 or interpretation of this Agreement shall be filed only in the Superior Court of the State of  
9 California located in Riverside, California, and the Parties waive any provision of law providing  
10 for a change of venue to another location.

11           15.10 Mediation. The Parties shall attempt to resolve any disputes amicably at the  
12 working level. If that is not successful, the dispute shall be referred to the senior management of  
13 the Parties. Property Manager and Owner agree that in the event of any controversy or dispute  
14 between Owner and Property Manager arising out of this Agreement, regardless of the nature of  
15 the claim or dispute, whether in tort, contract, or otherwise, which are not adequately addressed  
16 by the Owner's informal and formal dispute resolution process, if applicable, shall be submitted  
17 to mediation. The Parties shall jointly select a mediator acceptable to both Property Manager and  
18 Owner. The mediation shall take place in the County of Riverside before a neutral third party  
19 mediator. A second mediation session shall be required if the first session is not successful. The  
20 Parties shall share the cost of the mediations. Each Party shall be responsible for its own legal  
21 fees and other expenses incident to the preparation for mediation. If the dispute cannot be  
22 resolved by mediation, neither Owner nor Property Manager will waive their rights to exercise all  
23 rights available in law and equity.

24           15.11 Licensing and Permits. Property Manager shall comply with all State or other  
25 licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of  
26 the Business and Professions Code. All licensing requirements shall be met at the time proposals  
27 are submitted to the Owner. Property Manager warrants that it has all necessary permits,  
28 approvals, certificates, waivers and exemptions necessary for performance of this Agreement as

1 required by the laws and regulations of the United States, the State of California, the County of  
2 Riverside and all other governmental agencies with jurisdiction, and shall maintain these  
3 throughout the term of this Agreement.

4 15.12 Successors and Assigns. This Agreement shall inure to the benefit of and  
5 constitute a binding obligation upon Owner and Property Manager and their respective successors  
6 and assigns; provided, however, that Property Manager shall not assign this Agreement or any of  
7 its duties hereunder, without the prior written consent of Owner.

8 15.13 Exhibits. The following exhibits are attached hereto and incorporated herein by  
9 this reference:

- 10 i. Exhibit A – Property Description;
- 11 ii. Exhibit B – Scope of Service;
- 12 iii. Exhibit C – RFP 2018-003; and
- 13 iv. Exhibit D – Hyder & Company’s Quote in Response to RFP 2018-003.

14 15.14 No Third-Party Beneficiaries. Nothing in this Agreement is intended to benefit  
15 any person or entity other than Owner, Property Manager or HUD, and this Agreement shall not  
16 be construed to provide any other persons or entities with any rights or remedies against the  
17 Parties. No one other than Owner, Property Manager or HUD shall be entitled to rely on the  
18 implementation or enforcement of any term of this Agreement.

19 15.15 Deferred Maintenance. Property Manager is not responsible for any substantial  
20 deferred maintenance items prior to the beginning date of this Agreement. Property Manager will  
21 conduct a full property and unit inspection within thirty (30) days of beginning management  
22 services and submit a report to Owner to address any deferred maintenance items. The correction  
23 of any substantial deferred maintenance items shall not be included as part of this Agreement and  
24 it will be necessary to execute a subsequent agreement for their correction.

25 15.16 Non-Discrimination. Property Manager shall not be discriminate in the provision  
26 of services, allocation of benefits, accommodation in facilities, or employment of personnel on  
27 the basis of ethnic group identification, race, religious creed, color, national origin, ancestry,  
28 physical handicap, medical condition, marital status or sex in the performance of this Agreement;

1 and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of  
2 the California Fair Employment Practices Act (commencing with Section 1410 of the Labor  
3 Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act  
4 of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

5 15.17 Force Majeure. If either Party is unable to comply with any provision of this  
6 Agreement due to causes beyond its reasonable control, and which could not have been reasonably  
7 anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such Party shall  
8 not be held liable for such failure to comply, provided the other Party receives written notice of  
9 such force majeure event no later than fourteen (14) days after commencement of such force  
10 majeure event.

11 15.18 Survivability of Terms. Provisions of this Agreement that are not fully performed  
12 or are not capable of being fully performed as of the date of termination will survive termination  
13 of this Agreement.

14 15.19 Waiver of Trial by Jury. Each of the Parties, with advice of legal counsel of its  
15 choice, knowingly, voluntarily, intentionally and irrevocably waives its right to a trial by jury in  
16 any action, proceeding or cause of action arising out of, under or in connection with this  
17 Agreement, the Property, or any course of conduct, course of dealing, statements or accounts of  
18 any Party. This provision is a material inducement for each Party entering into this Agreement.

19 15.20 Ambiguities. With respect to this Agreement, each of the Parties waives the  
20 doctrine that any ambiguity in an agreement is construed against the Party whose counsel has  
21 drafted it.

22 15.21 Time of Essence. Time is of the essence of this Agreement.

23 15.22 Counterparts. This Agreement may be executed by original signature in any  
24 number of counterparts, and such counterparts together shall constitute one and the same  
25 instrument.

26 15.23 Recitals. The Recitals of this Agreement are incorporated as part of this  
27 Agreement.







**EXHIBIT "A"**

**Property Description:**

**Perris Park Apartment Complex**

**1450 South Perris Boulevard, Perris, CA 92570**

**80 Rental Units comprised of:**

**32 two-bedrooms (830 Square feet)**

**32 three-bedrooms (1040 Square feet)**

**16 four-bedrooms (1416 Square feet)**

**FORM**

**EXHIBIT "B"**  
**SCOPE OF SERVICES**

**Hyder & Company**, a California corporation ("Property Manager") shall provide the following services to Perris Park Housing LLC. ("Owner") as required in that certain Agreement ("Agreement") for Property Management Services at the Perris Park Apartments located at 1450 S. Perris Boulevard, Perris, California 92570:

1. **General.** Ensure that all rental units of the Property are well maintained, provide safe and sanitary living conditions for all Tenants, perform any necessary minor repairs, and address any other Tenant issues.
2. **Emergencies.** Identify and address emergency situations immediately and provide follow-up to Owner's staff as soon as possible.
3. **Leasing.** Facilitate the execution of Leases, rental agreements, amendments, renewals, and cancellations with existing Tenants and future Tenants and collect monthly rent payments as well as delinquent rent payments.
4. **Evictions:** Facilitate eviction of non-paying tenants, and Tenants who violate terms of their Lease, to include obtaining of legal services related to the processing of evictions as necessary.
5. **Eligibility:** Ensure that all Tenants are eligible persons or families and are income-qualified pursuant to all applicable program requirements, and that rental rates meet HUD's definition of affordable.

6. **Tenant Selection:** Create Tenant selection procedures that ensure that prospective Tenants are not discriminated against due to their race, religion, national origin, familial status, or any other protected class. Knowledge of the Fair Housing Act as well as other applicable non-discrimination laws is required.
7. **Maintenance:** Supervise and arrange the routine maintenance and minor repairs of the Property, including arrangement for landscaping services.
8. **Janitorial Services:** Supervise and arrange janitorial services for the Property as necessary.
9. **Crime Free Multi-Housing Program:** Participate with and obtain certification in a Crime-Free Multifamily Housing Program for the Property.
10. **Budgeting:** Develop accurate and concise operating budgets, including costs for general maintenance, repair, and compensation. Each operating budget shall include suggested capital improvements, detailed suggestions for the improved operation of the Property and a detailed narrative. Prior to the beginning of each fiscal year, which commences on July 1, submit a proposed operating budget to Owner for approval. The proposed budget shall set forth the anticipated gross income of all units and a detailed estimate of all expenses. Upon approval by the Owner, this proposed budget shall be the Operating Budget for the upcoming fiscal year.
11. **Reports:** Submit a monthly income statement of the Property to Owner.
12. **Record Keeping:** Maintain accurate records pursuant to LIHTC requirements, including procedures for reporting monthly rent collections, enforcing the terms of the Lease agreements, annual income and rent re-certifications, and annual inspections of the rental

units to ensure compliance with Housing Quality Standards, (HQS). Transmit said records and reports to Owner on a regular basis. All financial records shall be available to be audited annually by an independent certified public accountant licensed in California and designated by Owner.

**13. Security Standards:** Maintain acceptable security standards as dictated by HUD for the security of records and Tenants' personal information.

**14. Language:** Ensure that bilingual staff (English/Spanish) are available during business hours.

**15. Rehabilitation of Vacant Rental Units:** Property Manager shall be responsible for all labor and materials needed for any units requiring routine rehabilitation after a Tenant has moved out of the rental unit but shall notify Owner in a timely manner prior to beginning rehabilitation to obtain expense authorization. All major rehabilitations that may require the replacement of fixtures or other major repairs shall be first authorized by the Owner or its designee.

**16.** Perform all services and obligations of Property Manager set forth in the Agreement.

**EXHIBIT "C"**  
**RFP NO. 2018-005**

**(behind this page)**

**FORM**

**EXHIBIT "D"**

**Hyder & Company's Quote in Response to RFP No. 2018-005**

**(behind this page)**

**FORM**



**U.S. Department Of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT  
NEW CONSTRUCTION OR REHABILITATION**

**PART 1 OF HAP CONTRACT**

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

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**1. CONTRACT INFORMATION**

**a. Parties**

This housing assistance payments (HAP) contract is entered into between:

Housing Authority of the County of Riverside, a public entity, corporate and politic (PHA) and

Perris Park Housing LLC, a California limited liability company (owner).

**b. Contents of contract**

The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph c.

**c. Contract exhibits**

The HAP contract includes the following exhibits:

**EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.**

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**Project-based Voucher Program  
HAP Contract for New Construction or Rehabilitation**

Previous editions are obsolete

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

**d. Single-Stage and Multi-Stage Contracts (Check the applicable box.)**

1.  **Single-Stage Project**

This is a single-stage project.

For all contract units, the effective date of the HAP contract is:  
<date of the first HAP signed> .

The PHA enters the effective date, and executes the HAP contract, after completion and PHA acceptance of all units in the single stage project.

2.  **Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed in stages" (starting on page 8).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage. (See 24 CFR 983.206(c).)

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**Project-based Voucher Program  
HAP Contract for New Construction or Rehabilitation**

Previous editions are obsolete

**HUD 52530A Page - 2 -  
of Part 1  
(04/2015)**

**e. Term of the HAP contract**

**1. Beginning of Term**

The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the housing quality standards. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

**2. Length of initial term**

- a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is: 15 years (ending 5/XX/2034).
- b. The initial term of the HAP contract for any unit may not be less than one year, nor more than fifteen years.

**3. Extension of term**

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements.

A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

**4. Requirement for sufficient appropriated funding**

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

**Project-based Voucher Program  
HAP Contract for New Construction or Rehabilitation**

**f. Occupancy and payment**

**1. Payment for occupied unit**

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

**2. Vacancy payment**

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may only cover the period the unit remains vacant.
- c. The PHA may only make vacancy payments to the owner if:
  1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
  2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
  3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.
3. **PHA is not responsible for family damage or debt to owner**

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

**g. Income-mixing requirement**

1. Except as provided in paragraphs g.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph g.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph g.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. The PHA and owner must comply with all HUD requirements regarding income mixing.

5. The following specifies the number of contract units (if any):
- a. Designated for occupancy by disabled families;
  - b. Designated for occupancy by elderly families;
  - c. Designated for occupancy by elderly or disabled families; or
  - d. Designated for occupancy by families receiving supportive services.

Check this box if any contract units are designated for disabled families.

The following number of contract units shall be rented to disabled families: \_\_\_\_\_.

Check this box if any contract units are designated for elderly families.

The following number of contract units shall be rented to elderly families:

\_\_\_\_\_.

Check this box if any contract units are designated for elderly or disabled families.

The following number of contract units shall be rented to elderly or disabled families:

\_\_\_\_\_.

Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families

receiving supportive services: \_\_\_\_\_.

**EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT**

**PUBLIC HOUSING AGENCY (PHA)**

**Name of PHA (Print)**

Housing Authority of the County of Riverside, a public entity, corporate and politic

**By:**

Signature of authorized representative

Carrie Harmon, Deputy Executive Director

**Name and official title (Print)**

**Date**

**OWNER**

**Name of Owner (Print)**

Perris Park Housing LLC, a California Limited Liability Company

**By:**

Signature of authorized representative

Robert Field, Chief Executive Officer

**Name and title (Print)**

**Date**

**Project-based Voucher Program  
HAP Contract for New Construction or Rehabilitation**

Previous editions are obsolete

**HUD 52530A Page - 7 -  
of Part 1  
(04/2015)**

**FORM APPROVED COUNTY COUNSEL**

**BY:** Jhaila R. Brown  
JHAILA R. BROWN

5/29/19  
DATE

**U.S. Department Of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT  
NEW CONSTRUCTION OR REHABILITATION**

**PART 2 OF HAP CONTRACT**

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

**2. DEFINITIONS**

**Agreement.** Agreement to enter into HAP Contract between the owner and the PHA. The HAP contract was entered into following new construction or rehabilitation of the contract units by the owner pursuant to an Agreement.

**Contract units.** The housing units covered by this HAP contract. The contract units are described in Exhibit A.

**Family.** The persons approved by the PHA to reside in a contract unit with assistance under the program.

**HAP contract.** This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

**Housing assistance payment.** The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

**Household.** The family and any PHA-approved live-in aide.

**Housing quality standards (HQS).** The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.



**HUD.** U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Newly constructed housing.** Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

**Owner.** Any person or entity who has the legal right to lease or sublease a unit to a participant.

**Premises.** The building or complex in which a contract unit is located, including common areas or grounds.

**Principal or interested party.** This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

**Program.** The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

**PHA.** Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

**Proposal selection date.** The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

**Rehabilitated housing.** Housing units that exist on the proposal selection date, but do not substantially comply with the HQS at that date, and are developed, pursuant to an Agreement between the PHA and owner, for use under the project-based voucher program.

**Rent to owner.** The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

**Tenant.** The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

**Tenant rent.** The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

**3. PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

**4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS**

**a. Amount of initial rent to owner**

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

**b. HUD rent requirements**

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

**c. PHA payment to owner**

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in

accordance with the HAP contract.

2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is only responsible for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

**d. Termination of assistance for family**

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

---

**5. ADJUSTMENT OF RENT TO OWNER**

**a. PHA determination of adjusted rent**

1. At each annual anniversary during the term of the HAP contract, the PHA

shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a five percent or greater decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302.

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

**b. Reasonable rent**

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

**c. No special adjustments**

The PHA will not make any special adjustments of the rent to owner.

**d. Owner compliance with HAP contract**

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

**e. Notice of rent adjustment**

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

---

**6. OWNER RESPONSIBILITY**

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.

- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
  - 1. Any security deposit;
  - 2. The tenant rent; and
  - 3. Any charge for unit damage by the family.

---

**7. OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.

- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

---

**8. CONDITION OF UNITS**

**a. Owner maintenance and operation**

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

**b. PHA inspections**

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least annually during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted towards meeting this annual inspection requirement.
4. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing

maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

**c. Violation of the housing quality standards**

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.
2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

**d. Maintenance and replacement—owner's standard practice**

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

---

**9. LEASING CONTRACT UNITS**

**a. Selection of tenants**

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.
3. Consistent with HUD requirements, the owner may apply its own admission procedures in determining whether to admit a family referred

by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

**b. Vacancies**

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.



---

## **10. TENANCY**

### **a. Lease**

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

### **b. Termination of tenancy**

1. The owner may only terminate a tenancy in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

### **c. Family payment**

1. The portion of the monthly rent to owner payable by the family ("tenant rent") will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.

5. The PHA is only responsible for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

**d. Other owner charges**

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

**e. Security deposit**

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must

promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

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**11. FAMILY RIGHT TO MOVE**

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

**12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS**

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.259.

**13. PROHIBITION OF DISCRIMINATION**

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.* ; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the

Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

#### **14. PHA DEFAULT AND HUD REMEDIES**

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

#### **15. OWNER DEFAULT AND PHA REMEDIES**

##### **a. Owner default**

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
  - A. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
  - B. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

**b. PHA remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

**c. PHA remedy is not waived**

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS  
REQUIRED BY HUD OR PHA**

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**a. Required information**

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

**b. PHA and HUD access to premises**

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

**17. PHA AND OWNER RELATION TO THIRD PARTIES**

**a. Injury because of owner action or failure to act**

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

**b. Legal relationship**

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

**c. Exclusion of third party claims**

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

**d. Exclusion of owner claims against HUD**

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

**18. PHA-OWNED UNITS**

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

**19. CONFLICT OF INTEREST**

**a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials**

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

**b. Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

**c. Interest of member of or delegate to Congress**

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP contract or to any benefits arising from the contract.

## **20. EXCLUSION FROM FEDERAL PROGRAMS**

### **a. Federal requirements**

The owner must comply with and is subject to requirements of 2 CFR part 2424.

### **b. Disclosure**

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

## **21. TRANSFER OF THE CONTRACT OR PROPERTY**

### **a. When consent is required**

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
  - A. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
  - B. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
  - C. The creation of a security interest in the HAP contract or the property;
  - D. Foreclosure or other execution on a security interest; or
  - E. A creditor's lien, or transfer in bankruptcy.



3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

**b Transferee assumption of HAP contract**

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

**c. Effect of consent to transfer**

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

**d. When transfer is prohibited**

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the

U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

## **22. SUBSIDY LAYERING**

### **a. Owner disclosure**

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

### **b. Limit of payments**

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

## **23. OWNER LOBBYING CERTIFICATIONS**

- a. The owner certifies, to the best of owner's knowledge and belief, that:
1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
  2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in

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**Project-based Voucher Program  
HAP Contract for New Construction or Rehabilitation**

accordance with its instructions.

- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

**24. COMPLETION AND ACCEPTANCE OF CONTRACT UNITS**

The owner certifies that the contract units have been completed in accordance with the Agreement. Completion and acceptance of the units is subject to the provisions of the Agreement.

**25. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS**

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

**26. NOTICES AND OWNER CERTIFICATIONS**

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

**27. ENTIRE AGREEMENT; INTERPRETATION**

- a. The Agreement and the HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The Agreement and the HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.

## EXHIBIT A

**Project:** Perris Park Apartments located at 1450 South Perris Boulevard, Perris, CA 92570, identified as Assessor's Parcel Number 313-290-020

**Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract:** 70

**Total Number of Units in Project:** 80 (including 1 manager's unit)

**Description and Quantity of Units in project:** PBV Units will be floating

- 2BR/1BA apartment: 32 units
- 3BR/2BA apartment: 32 units\*
- 4BR/2.5BA apartment: 16 units

\*One 3BR/2BA apartment to be designated as a manager's unit.

**Initial Rent to Owner for Contract Units (net of Housing Authority utility allowance):**

- Contract rent for 2BR/1BA apartment: \$ 1,123 = (\$1,220 payment std - \$97 UA)
- Contract rent for 3BR/2BA apartment: \$ 1,560 = (\$1,682 payment std - \$122 UA)
- Contract rent for 4BR/2.5BA apartment: \$ 1,773 = (\$1,919 payment std - \$146 UA)

## EXHIBIT B

### **Services, Maintenance, and Equipment to be Provided by the Owner Without Charges in Addition to Rent to Owner:**

- Maintenance of building exterior, interior, and site areas
- Utilities paid by Owner - water, sewer, trash, gas (water heating)
- Common area, tot lot, pool
- Common laundry machines – machines purchased and maintained by Owner; Residents pay to use laundry machines.

## EXHIBIT C

### **Utilities paid by Owner:**

- Water, sewer, trash, gas (water heating)

### **Utilities paid by Residents:**

- Electricity, telephone, cable TV, internet.

## EXHIBIT D

### **Features Provided to Comply with Program Accessibility Features of Section 504 of the Rehabilitation Act of 1973**

#### At Section 504 Accessible Units (Units XXX, XXX, XXX - ground floor units)

- Accessible path to unit entrance
- Kitchens - countertops at 34" height
- Kitchens - upper cabinets at 46" max to lower shelf
- Adaptable cabinets (removable base and doors)
- Kitchen sink depth 6" or less
- Bathrooms - appropriate toilet clearances, grab bars; vanity height and faucet clearances; grab bars as required

#### At Units for Visually or Hearing Impaired (Units XXX, XXX)

- Visual/flashing doorbell
- Additional audible/visual fire alarms

WHEN DOCUMENT IS FULLY EXECUTED RETURN

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.



**PROFESSIONAL SERVICES AGREEMENT**

**Relocation Consultant Services for the**

**Perris Park Apartments**

**By and Between**

**Perris Park Housing LLC**

**and**

**Overland, Pacific, & Cutler, LLC**

JUN 18 2019 14.1



1 THIS PROFESSIONAL SERVICES AGREEMENT RELOCATION  
2 CONSULTANT SERVICES FOR THE PERRIS PARK APARTMENTS ("Agreement"), is  
3 made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between OVERLAND,  
4 PACIFIC & CUTLER, LLC, a Delaware limited liability company ("CONSULTANT") and  
5 PERRIS PARK HOUSING LLC, a California limited liability company, ("OWNER").  
6 CONSULTANT and OWNER are referred to herein collectively as the "Parties" and  
7 individually as a "Party." The Parties agree as follows:

8  
9 **RECITALS**

10  
11 A. OWNER has determined that it requires professional services from a  
12 residential relocation professional to assist the OWNER with the relocation of existing  
13 occupants at 1450 South Perris Boulevard, Perris, California 92570 (" Property") also  
14 known as the Perris Park Apartments.

15 B. CONSULTANT represents that it is fully qualified to perform such services by  
16 virtue of its experience and the training, education and expertise of its principals and  
17 employees.

18 NOW, THEREFORE, in consideration of performance by the Parties of the  
19 promises, covenants, and conditions herein contained, the Parties hereto agree as  
20 follows:

21  
22 **1. Description of Services**

23 1.1 CONSULTANT shall provide the following relocation services to OWNER,  
24 (i) evaluation of the needs of those displaced by the Perris Park Apartments project; (ii)  
25 determination of the eligibility for and amount of, relocation benefits to which a displaced  
26 person or entity may be entitled under applicable California law, including, but not limited  
27 to the California Relocation Assistance Act (Government Code Section 7260 et seq.); (iii)  
28 preparation and filing of relocation assistance claim forms for processing by OWNER;

1 (iv) coordination and cooperation with such other consultants as OWNER may from time  
2 to time engage ; (v) those services outlined and specified in the Scope of Services  
3 attached hereto as Exhibit A and incorporated herein by this reference; and (vi) those  
4 services outlined and specified in the CONSULTANT'S accepted bid proposal attached  
5 hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee  
6 stated in Paragraph 3.1 below. In the event of any inconsistencies between  
7 CONSULTANT'S accepted bid proposal and this Agreement, the terms of this  
8 Agreement shall govern.

9 **1.2** CONSULTANT represents that it has the skills, experience and knowledge  
10 necessary to fully and adequately perform under this Agreement, and the OWNER relies  
11 upon this representation. CONSULTANT shall perform to the satisfaction of the OWNER,  
12 and CONSULTANT shall perform the services and duties in conformance to and consistent  
13 with the standards generally recognized as being employed by professionals in the same  
14 discipline in the State of California. CONSULTANT further represents and warrants to the  
15 OWNER that it has all licenses, permits, qualifications and approvals of whatever nature are  
16 legally required to practice its profession. CONSULTANT further represents that it shall keep  
17 all such licenses and approvals in effect during the term of this Agreement.

18 **1.3** CONSULTANT affirms that it is fully apprised of all of the work to be performed  
19 under this Agreement; and the CONSULTANT agrees it can properly perform this work for  
20 the fee stated in Paragraph 3.1. CONSULTANT shall not perform services or provide  
21 products that are not set forth in this Agreement, unless by prior written request of the  
22 OWNER.

23 **1.4** Acceptance by the OWNER of the CONSULTANT'S performance under  
24 this Agreement does not operate as a release of CONSULTANT'S responsibility for full  
25 compliance with the terms of this Agreement.  
26  
27  
28

1     **2.     Term**

2             **2.1**     The term of this Agreement shall commence on the Effective Date, defined  
3 below and end on June 30, 2022, unless terminated earlier as provided in this Paragraph  
4 2.1 and Paragraph 5 below ("Term"). Notwithstanding anything to the contrary contained  
5 herein, the Parties acknowledge and agree that OWNER shall have the right to terminate  
6 this Agreement prior to the expiration of the Term upon CONSULTANT's completion of  
7 all relocation services identified in Paragraph 1.1 of this Agreement as evidenced by a  
8 written notice from OWNER to CONSULTANT providing that all relocation services  
9 required under the Agreement have been satisfied and stating the date such termination  
10 of the Agreement shall go into effect.

11            **2.2**     The term "Effective Date" as used herein shall mean the date this  
12 Agreement is executed by the OWNER.

13            **3.     Compensation**

14            **3.1**     OWNER shall pay the CONSULTANT for services performed, products  
15 provided and expenses incurred for the Scope of Services defined in Exhibit A.  
16 Maximum payment by OWNER to CONSULTANT for the services provided herein shall  
17 not exceed ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS  
18 (\$125,000.00), including all expenses ("Contracted Amount"). The OWNER shall not be  
19 responsible for any fees or costs incurred above or beyond the aforementioned  
20 Contracted Amount and OWNER shall have no obligation to purchase any specified  
21 amount of services or products, unless agreed to in writing by OWNER pursuant to  
22 Paragraph 4 below. CONSULTANT shall invoice OWNER for the services performed  
23 pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of  
24 all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost  
25 borne by CONSULTANT, set forth in the Scope of Services attached hereto as Exhibit  
26 A; provided, however, in no event shall any and all costs paid under this Agreement  
27 exceed the Contracted Amount.

28



1           CONSULTANT understands that OWNER'S Board of Directors, Chief Operating  
2 Officer, or designee, within their delegated authority, are the only authorized OWNER  
3 representatives who may at any time, by written order, make any alterations within the  
4 general scope of this Agreement.

5  
6       **5.    Termination**

7           OWNER may, by written notice to CONSULTANT, terminate this Agreement in  
8 whole or in part at any time, with or without cause. Such termination may be for  
9 OWNER'S convenience or because of CONSULTANT'S failure to perform its duties and  
10 obligations under this Agreement including, but not limited to, the failure of  
11 CONSULTANT to timely perform services pursuant to this Agreement, including, but not  
12 limited to the Scope of Services attached as Exhibit A.

13           **5.1    Discontinuance of Services.** Upon termination, CONSULTANT shall,  
14 unless otherwise directed by the notice, discontinue all services and deliver to the  
15 OWNER all data, estimates, graphs, summaries, reports, and other related materials as  
16 may have been prepared or accumulated by CONSULTANT in performance of services,  
17 whether completed or in progress.

18           **5.2    Effect of Termination for Convenience.** If the termination is to be for the  
19 convenience of OWNER, then OWNER shall compensate CONSULTANT for services  
20 satisfactorily provided through the date of termination. CONSULTANT shall provide  
21 documentation deemed adequate by OWNER to show the services actually completed  
22 by CONSULTANT prior to the date of termination. This Agreement shall terminate thirty  
23 (30) days following receipt by the CONSULTANT of the written Notice of Termination.

24           **5.3    Effect of Termination for Cause.** If the termination is due to the failure of  
25 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be  
26 compensated for those services which have been completed in accordance with this  
27 Agreement and accepted by the OWNER. In such case, the OWNER may take over the  
28 work and prosecute the same to completion by contract or otherwise. Further,

1 CONSULTANT shall be liable to the OWNER for any reasonable additional costs  
2 incurred by the OWNER to revise work for which the OWNER has compensated  
3 CONSULTANT under this Agreement, but which the OWNER has determined in its sole  
4 discretion needs to be revised in part or whole to complete the project. Prior to  
5 discontinuance of services, the OWNER may arrange for a meeting with CONSULTANT  
6 to determine what steps, if any, CONSULTANT can take to adequately fulfill its  
7 requirements under this Agreement. In its sole discretion, OWNER may propose an  
8 adjustment to the terms and conditions of the Agreement, including the contract price.  
9 Such contract adjustments, if accepted in writing by the Parties, shall become binding  
10 on CONSULTANT and shall be performed as part of this Agreement. In the event of  
11 termination for cause, unless otherwise agreed to in writing by the Parties, this  
12 Agreement shall terminate seven (7) days following the date the Notice of Termination  
13 was mailed to the CONSULTANT. Termination of this Agreement for cause may be  
14 considered by the OWNER in determining whether to enter into future agreements with  
15 CONSULTANT.

16 **5.4** Notwithstanding any of the provisions of this Agreement, CONSULTANT'S  
17 rights under this Agreement shall terminate (except for fees accrued prior to the date of  
18 termination) upon dishonesty, or a willful or material breach of this Agreement by  
19 CONSULTANT, or in the event of CONSULTANT'S unwillingness or inability for any  
20 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated  
21 pursuant to this Paragraph 5. In such event, CONSULTANT shall not be entitled to any  
22 further compensation under this Agreement.

23 **5.5** Cumulative Remedies. The rights and remedies of the Parties provided in  
24 this Paragraph are in addition to any other rights and remedies provided by law, equity  
25 or under this Agreement.

26  
27  
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1 **6. Ownership/Use of Contract Materials and Products**

2 The CONSULTANT agrees that all materials, reports or products in any form,  
3 including electronic, created by the CONSULTANT for which the CONSULTANT has  
4 been compensated by OWNER pursuant to this Agreement, shall be the sole property  
5 of OWNER; and may be used by OWNER for any purpose OWNER deems to be  
6 appropriate, including, but not limited to, duplication and/or distribution within OWNER  
7 or to third parties. The CONSULTANT agrees not to release or circulate in whole or part  
8 such materials, reports or products without prior written authorization of OWNER.

9 Upon completion of the work described in Exhibit A, the CONSULTANT shall  
10 furnish to OWNER, an electronic copy, in a format acceptable to OWNER, of the  
11 deliverables and/or documents as specified in the Scope of Services attached hereto as  
12 Exhibit A.

13  
14 **7. Conflict of Interest**

15 **7.1** CONSULTANT covenants that it presently has no interest, including but  
16 not limited to, other projects or independent contracts, and shall not acquire any such  
17 interest, direct or indirect, which would conflict in any manner or degree with the  
18 performance of services required under this Agreement. CONSULTANT further  
19 covenants that in the performance of this Agreement, no person having any such interest  
20 shall be employed or retained by it under this Agreement. The CONSULTANT agrees to  
21 inform OWNER of all the CONSULTANT'S interests, if any, which are or may be  
22 perceived as incompatible with the OWNER'S interests.

23 **7.2** The CONSULTANT shall not, under circumstances which could be  
24 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept  
25 any gratuity or special favor from individuals or firms with whom the CONSULTANT is  
26 doing business or proposing to do business, in accomplishing the work under this  
27 Agreement.

28

1           **7.3** The CONSULTANT or its employees shall not offer gifts, gratuity, favors,  
2 and entertainment directly or indirectly to OWNER employees.

3  
4           **8.     Inspection of Services**

5           **8.1** All performance shall be subject to inspection by the OWNER. The  
6 CONSULTANT shall provide adequate cooperation to OWNER representative(s) to  
7 permit him/her to determine the CONSULTANT'S conformity with the terms of this  
8 Agreement. If any services performed or products provided by CONSULTANT are not  
9 in conformance with the terms of this Agreement, OWNER shall have the right to require  
10 the CONSULTANT to perform the services or provide the products in conformance with  
11 the terms of the Agreement at no additional cost to OWNER. When the services to be  
12 performed or the products to be provided are of such nature that the difference cannot  
13 be corrected, OWNER shall have the right to: (1) require the CONSULTANT immediately  
14 to take all necessary steps to ensure future performance in conformity with the terms of  
15 the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the  
16 services performed or products provided. OWNER may also terminate this Agreement  
17 for default and charge to CONSULTANT any costs incurred by OWNER because of the  
18 CONSULTANT'S failure to perform.

19           **8.2** CONSULTANT shall establish adequate procedures for self-monitoring to  
20 ensure proper performance under this Agreement; and shall permit an OWNER  
21 representative(s) to monitor, assess or evaluate CONSULTANT'S performance under  
22 this Agreement at any time upon reasonable notice to CONSULTANT.

23  
24           **9.     Independent Contractor**

25           The CONSULTANT is, for purposes relating to this Agreement, an independent  
26 contractor and shall not be deemed an employee of OWNER. It is expressly understood  
27 and agreed that the CONSULTANT (including its employees, agents and  
28 subcontractors) shall in no event be entitled to any benefits to which OWNER employees



1 are entitled, including but not limited to overtime, any retirement benefits, worker's  
2 compensation benefits, and injury leave or other leave benefits. There shall be no  
3 employer-employee relationship between the Parties, and CONSULTANT shall hold  
4 OWNER harmless from any and all claims that may be made against OWNER based  
5 upon any contention by a third party that an employer-employee relationship exists by  
6 reason of this Agreement. It is further understood and agreed by the Parties that  
7 CONSULTANT in the performance of this Agreement is subject to the control or direction  
8 of OWNER merely as to the results to be accomplished and not as to the means and  
9 methods for accomplishing the results.

10  
11 **10. Subcontract for Work or Services**

12 No contract shall be made by the CONSULTANT with any other party for  
13 furnishing any of the work or services under this Agreement without the prior written  
14 approval of OWNER, but this provision shall not require the approval of contracts of  
15 employment between the CONSULTANT and personnel assigned under this Agreement  
16 or for parties named in the proposal and agreed to under this Agreement.

17  
18 **11. Disputes**

19 **11.1** The Parties shall attempt to resolve any disputes amicably at the working  
20 level. If that is not successful, the dispute shall be referred to the senior management of  
21 the Parties. Any dispute relating to this Agreement which is not resolved by the Parties  
22 shall be decided by the OWNER'S Contracting Officer who shall furnish the decision in  
23 writing. The decision of the OWNER'S Contracting Officer shall be final and conclusive  
24 unless determined by a court of competent jurisdiction to have been fraudulent,  
25 capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The  
26 CONSULTANT shall proceed diligently with the performance of this Agreement pending  
27 the resolution of a dispute.

28

1           **11.2** Prior to the filing of any legal action related to this Agreement, the Parties  
2 shall be obligated to attend a mediation session in Riverside County before a neutral  
3 third party mediator. A second mediation session shall be required if the first session is  
4 not successful. The Parties shall share the cost of the mediations. The parties shall jointly  
5 select a mediator acceptable to the CONSULTANT and OWNER. The mediation shall  
6 take place in Riverside County. Each party shall be responsible for its own legal fees and  
7 other expenses incident to the preparation for mediation. If the dispute cannot be  
8 resolved by mediation, neither OWNER nor CONSULTANT waives their rights to bring  
9 the appropriate legal action in a court of competent jurisdiction within the County of  
10 Riverside.

11  
12       **12.    Reports**

13           CONSULTANT shall periodically prepare and submit to the Chief Operating  
14 Officer of the Riverside Community Housing Corp., or designee, in its capacity as sole  
15 managing member of Owner, such reports concerning the performance of the services  
16 required by this Agreement as the Chief Operating Officer of the Riverside Community  
17 Housing Corp., or designee, shall require. CONSULTANT hereby acknowledges that  
18 the OWNER is greatly concerned about the cost of work and services to be performed  
19 under this Agreement.

20  
21       **13.    Licensing and Permits**

22           CONSULTANT shall comply with all State or other licensing requirements,  
23 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and  
24 Professions Code. All licensing requirements shall be met at the time proposals are  
25 submitted to the OWNER. CONSULTANT warrants that it has all necessary permits,  
26 approvals, certificates, waivers and exemptions necessary for performance of this  
27 Agreement as required by the laws and regulations of the United States, the State of  
28 California, the County of Riverside and all other governmental agencies with jurisdiction,

1 and shall maintain these throughout the term of this Agreement relative to the Scope of  
2 Services to be performed under Exhibit A, and that service(s) will be performed by  
3 properly trained and licensed staff.

4  
5 **14. Non-Discrimination**

6 The CONSULTANT shall not discriminate in the provision of services, allocation  
7 of benefits, accommodation in facilities, or employment of personnel on the basis of race,  
8 color, religion, sex (including pregnancy, childbirth, and related medical conditions,  
9 transgender status, and gender identity), national origin (including Limited English  
10 Proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants,  
11 and participants only, on the basis of citizenship status, in the performance of this  
12 Agreement. The CONSULTANT shall comply with the provisions of the California Fair  
13 Employment Practices Act (commencing with Section 1410 of the Ca. Labor Code), the  
14 Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of  
15 1990 (42 U.S.C. §1210 et seq.) which prohibits discrimination on the basis of disability,  
16 and all applicable federal and state laws and regulations, guidelines, and interpretations  
17 issued hereto in the execution of the duties and responsibilities under the Agreement.

18  
19 **15. Record Retention and Documents**

20 CONSULTANT shall make available, upon written request by any duly authorized  
21 Federal, State or County agency, a copy of this Agreement and such books, documents  
22 and records as are necessary to certify the nature and extent of the CONSULTANT'S  
23 costs related to this Agreement. All such books, documents and records shall be  
24 maintained by CONSULTANT for at least seven (7) years following termination of this  
25 Agreement and be available for audit by the OWNER. CONSULTANT shall provide to  
26 the OWNER reports and information related to this Agreement as requested by OWNER.

1 **16. Confidentiality**

2 16.1 The CONSULTANT shall not use for personal gain or make other improper  
3 use of privileged or confidential information which is acquired in connection with this  
4 Agreement. The term "privileged or confidential information" includes but is not limited  
5 to: unpublished or sensitive technological or scientific information; medical, personnel,  
6 or security records; anticipated material requirements or pricing/purchasing actions; the  
7 OWNER information or data which is not subject to public disclosure; OWNER  
8 operational procedures; and knowledge of selection of contractors, subcontractors or  
9 suppliers in advance of official announcement.

10 16.2 The CONSULTANT shall protect from unauthorized disclosure names and  
11 other identifying information concerning persons receiving services pursuant to this  
12 Agreement, except for general statistical information not identifying any person. The  
13 CONSULTANT shall not use such information for any purpose other than carrying out  
14 the CONSULTANT'S obligations under this Agreement. The CONSULTANT shall  
15 promptly transmit to OWNER all third party requests for disclosure of such information.  
16 The CONSULTANT shall not disclose, except as otherwise specifically permitted by this  
17 Agreement or authorized in advance in writing by OWNER, any such information to  
18 anyone other than OWNER. For purposes of this paragraph, identity shall include, but  
19 not be limited to, name, identifying number, symbol, or other identifying particular  
20 assigned to the individual, such as finger or voice print or a photograph.

21  
22 **17. Administration/Contract Liaison; Project Manager**

23 a. The Chief Operating Officer of the Riverside Community Housing Corp., or  
24 designee, in its capacity as the sole managing member of Owner, shall administer this  
25 Agreement on behalf of OWNER, and may issue all consents, approvals, directives and  
26 agreements on behalf of OWNER called for by this Agreement, except as otherwise  
27 expressly provided for in this Agreement.

1 CONSULTANT shall designate a representative for purposes of this Agreement  
2 who shall be authorized to issue all consents  
3

4 b. The project manager for the services required under this Agreement is  
5 hereby designated as Victoria Cook (Project Manager), who is a representative of  
6 CONSULTANT and authorized to act on its behalf with regard to services specified  
7 herein. It is expressly understood that the experience, knowledge, capability and  
8 reputation of the foregoing Project Manager were substantial inducement for OWNER to  
9 enter into this Agreement. Therefore, the foregoing Project Manager shall be  
10 responsible during the term of this Agreement for directing all activities of CONSULTANT  
11 and devoting sufficient time to personally supervise the services hereunder. The  
12 foregoing Project Manager may not be changed by CONSULTANT without the express  
13 written approval of OWNER.

14 **18. Notices**

15 All correspondence and notices required or contemplated by this Agreement shall  
16 be delivered to the respective Parties at the addresses set forth below, or at such other  
17 address provided by a Party in writing, and are deemed submitted one (1) day after their  
18 deposit in the United States Mail, postage prepaid:

19 **OWNER**

20 Perris Park Housing LLC  
21 c/o Riverside Community Housing Corp.  
22 5555 Arlington Avenue, Riverside, CA 92504  
23 Attention: Chief Operating Officer

24 **CONSULTANT**

25 Overland, Pacific & Cutler, LLC  
26 1 Jenner, Irvine, CA 92618  
27 Attention: Michele Folk

28 **19. Force Majeure**

If either Party is unable to comply with any provision of this Agreement due to

1 causes beyond its reasonable control, and which could not have been reasonably  
2 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such  
3 Party shall not be held liable for such failure to comply, provided the subject Party  
4 provides written notice to the other Party no later than five (5) days after the  
5 commencement of such force majeure event.

6  
7 **20. EDD Reporting Requirements**

8 In order to comply with child support enforcement requirements of the State of  
9 California, the OWNER may be required to submit a Report of Independent Contractor(s)  
10 form **DE 542** to the Employment Development Department (“EDD”). The CONSULTANT  
11 agrees to furnish the required data and certifications to the OWNER within ten (10) days  
12 of notification of award of Agreement when required by the EDD. This data will be  
13 transmitted to governmental agencies charged with the establishment and enforcement  
14 of child support orders. Failure of the CONSULTANT to timely submit the data and/or  
15 certificates required may result in the Agreement being awarded to another consultant. In  
16 the event an Agreement has been awarded, failure of the CONSULTANT to comply with  
17 all federal and state reporting requirements for child support enforcement or to comply  
18 with all lawfully served Wage and Earnings Assignments Orders and Notice of  
19 Assignment shall constitute a material breach of the Agreement. If CONSULTANT has  
20 any questions concerning this reporting requirement, please call (916) 657-0529.  
21 CONSULTANT should also contact its local Employment Tax Customer Service Office  
22 listed in the telephone directory in the State Government section under “Employment  
23 Development Department” or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

24  
25 **21. Hold Harmless/Indemnification**

26 **21.1** CONSULTANT shall indemnify and hold harmless Owner,  
27 Riverside Community Housing Corp., the Housing Authority of the County of Riverside,  
28 the County of Riverside, their respective Agencies, Districts, Special Districts and

1 Departments, their respective directors, officers, Board of Commissioners, Board of  
2 Directors, elected and appointed officials, employees, agents and representatives  
3 (individually and collectively hereinafter referred to as "Indemnitees") from any liability  
4 whatsoever, based or asserted upon any act, omission, or services of CONSULTANT,  
5 its officers, employees, subcontractors, independent contractors, agents or  
6 representatives arising out of or in any way relating to this Agreement, including but not  
7 limited to property damage, bodily injury, or death (OWNER employees included), or  
8 any other element of damage of any kind or nature whatsoever, relating to or in any way  
9 connected with or arising from the performance of CONSULTANT, its officers,  
10 employees, subcontractors, independent contractors, agents or representatives from this  
11 Agreement. CONSULTANT shall defend, at its sole expense, all costs and fees  
12 including, but not limited to, attorney fees, cost of investigation, defense and settlements  
13 or awards, the Indemnitees in any claim or legal action based upon such alleged acts or  
14 omissions.

15           21.2           With respect to any action or claim subject to indemnification herein  
16 by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel  
17 of their own choice and shall have the right to adjust, settle, or compromise any such  
18 action or claim without the prior consent of OWNER; provided, however, that any such  
19 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
20 CONSULTANT'S indemnification to Indemnitees as set forth herein. CONSULTANT'S  
21 obligation hereunder shall be satisfied when CONSULTANT has provided to OWNER  
22 the appropriate form of dismissal relieving OWNER from any liability for the action or  
23 claim involved.

24           21.3           The specified insurance limits required in this Agreement shall in no  
25 way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless  
26 the Indemnitees herein from third party claims.

27           21.4           OWNER does not, and shall not, waive any rights that it may  
28 possess against CONSULTANT because of acceptance by OWNER, or the deposit with

1 OWNER, of any insurance policy or certificate required pursuant to this Agreement. This  
2 hold harmless, indemnification and defense provision shall apply regardless of whether  
3 or not any insurance policies determined to be applicable to the claim, demand, damage,  
4 liability, loss, cost or expense. The indemnity obligations of CONSULTANT contained in  
5 this Agreement shall survive the termination and expiration of this Agreement.

6  
7  
8 **22. Insurance**

9 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or  
10 hold the OWNER harmless, CONSULTANT shall procure and maintain or cause to be  
11 maintained, at its sole cost and expense, the following insurance coverage's during the  
12 term of this Agreement. As respects to the insurance section only, OWNER herein refers  
13 to Perris Park Housing LLC, the Riverside Community Housing Corp., The Housing  
14 Authority of the County of Riverside, their respective Agencies, Districts, Special  
15 Districts, and Departments, and their respective directors, officers, Board of Directors,  
16 Board of Supervisors, employees, elected or appointed officials, agents or  
17 representatives as Additional Insureds.

18 (a) **Workers' Compensation:**

19 If CONSULTANT has employees as defined by the State of California they shall procure  
20 and maintain Workers' Compensation Insurance, in full compliance with the Workers'  
21 Compensation and Occupational Disease Laws of all authorities having jurisdiction over  
22 the Agreement. Such policy shall include Employer's Liability (Coverage B) and  
23 Occupational Disease coverage, with limits not less than One Million Dollars  
24 (\$1,000,000) per person, per occurrence. Policy shall provide a Waiver of Subrogation  
25 in favor of OWNER.

26 (b) **Commercial General Liability:**

27 Procure and maintain comprehensive general liability insurance coverage that shall  
28 protect OWNER from claims for damages for personal injury, including, but not limited



1 to, accidental and wrongful death, as well as from claims for property damage, which  
2 may arise from CONSULTANT'S performance of its obligations hereunder, whether such  
3 use or performance be by CONSULTANT, by any subcontractor, or by anyone employed  
4 directly or indirectly by either of them. Policy shall also include fire and extended  
5 coverage on any improvements, alterations and fixtures to be constructed and installed  
6 upon property in an amount not less than the full replacement value of such  
7 improvements, alterations and fixtures. Such insurance shall name OWNER as an  
8 additional insured with respect to this Agreement and the obligations of CONSULTANT  
9 hereunder. Such insurance shall provide for limits of not less than One Million Dollars  
10 (\$1,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall  
11 apply separately to this agreement or be no less than two (2) times the occurrence limit.

12 (c) Vehicle Liability:

13 If vehicles or mobile equipment are used in the performance of the obligations under this  
14 Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-  
15 owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence  
16 combined single limit. If such insurance contains a general aggregate limit, it shall apply  
17 separately to this agreement or be no less than two (2) times the occurrence limit. Policy  
18 shall name the OWNER as Additional Insureds.

19 (d) Professional Liability:

20 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the  
21 CONSULTANT'S performance of work included within this Agreement, with a limit of liability  
22 of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If  
23 CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather  
24 than an occurrence basis, such insurance shall continue through the term of this  
25 Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended  
26 Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from  
27 new insurer with a retroactive date back to the date of, or prior to, the inception of this  
28 Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has

1 maintained continuous coverage with the same or original insurer. Coverage provided  
2 under items; 1), 2), or 3) will continue as long as the law allows.

3 (e) General Insurance Provisions - All lines:

4 1) Any insurance carrier providing insurance coverage hereunder shall be  
5 admitted to the State of California and have an A M BEST rating of not less than A: VIII  
6 (A:8) unless such requirements are waived, in writing, by the OWNER's Risk Manager.  
7 If the OWNER's Risk Manager waives a requirement for a particular insurer such waiver  
8 is only valid for that specific insurer and only for one policy term.

9 2) The insurance requirements contained in this Agreement may be met with a  
10 program(s) of self-insurance. CONSULTANT must declare its insurance self-insured  
11 retention for each coverage required herein. If any such self-insured retention exceeds  
12 \$500,000 per occurrence each such retention shall have the prior written consent of the  
13 OWNER'S Risk Manager before the commencement of operations under this  
14 Agreement. Upon notification of self-insured retention unacceptable to OWNER, and at  
15 the election of the OWNER'S Risk Manager, CONSULTANT'S carriers shall either; 1)  
16 reduce or eliminate such self-insured retention as respects this Agreement with the  
17 OWNER, or 2) procure a bond which guarantees payment of losses and related  
18 investigations, claims administration, and defense costs and expenses.

19 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the  
20 OWNER with a properly executed Certificate(s) of Insurance and copies of  
21 Endorsements effecting coverage as required herein. Further, said Certificate(s) and  
22 policies of insurance shall contain the covenant of the insurance carrier(s) that a  
23 minimum of thirty (30) days written notice shall be given to the OWNER prior to any  
24 material modification, cancellation, expiration or reduction in coverage of such insurance.  
25 If CONSULTANT'S insurance carrier(s) policies does not meet the minimum notice  
26 requirement found herein, CONSULTANT shall cause CONSULTANT'S insurance  
27 carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

28

1           4) In the event of a material modification, cancellation, expiration, or reduction in  
2 coverage, this Agreement shall terminate forthwith, unless the OWNER receives, prior  
3 to such effective date, another properly executed Certificate of Insurance and copies of  
4 endorsements evidencing coverage's set forth herein and the insurance required herein  
5 is in full force and effect. CONSULTANT shall not commence operations until the  
6 OWNER has been furnished Certificate(s) of Insurance and copies of endorsements. An  
7 individual authorized by the insurance carrier to do so on its behalf shall sign the original  
8 endorsements for each policy and the Certificate of Insurance.

9           5) It is understood and agreed to by the Parties hereto that the CONSULTANT'S  
10 insurance shall be construed as primary insurance, and the OWNER'S insurance and/or  
11 deductibles and/or self-insured retention's or self-insured programs shall not be  
12 construed as contributory.

13           6) OWNER reserves the right to require that CONSULTANT adjust the monetary  
14 limits of insurance coverage as required in this Section 7.2 herein every fifth (5th) year  
15 during the term of this Agreement or any extension thereof, subject to ninety (90) days  
16 written notice to OWNER of such adjustment, in the event that OWNER reasonably  
17 determines that the then existing monetary limits of insurance coverage are no longer  
18 consistent with those monetary limits of insurance coverage generally prevailing in the  
19 Riverside County area for facilities comparable to the property; provided, however, that  
20 any adjustment shall not increase the monetary limits of insurance coverage for the  
21 preceding five (5) years in excess of fifty percent (50%) thereof.

22           7) CONSULTANT shall pass down the insurance obligations contained herein to  
23 all tiers of subcontractors working under this Agreement.

24           8) CONSULTANT agrees to notify OWNER in writing of any claim by a third party  
25 or any incident or event that may give rise to a claim arising from the performance of this  
26 Agreement.

27  
28

1 **23. General**

2 **23.1** The CONSULTANT shall not delegate or assign any interest in this  
3 Agreement, whether by operation of law or otherwise, without the prior written consent  
4 of OWNER. Any assignment or purported assignment of this Agreement by  
5 CONSULTANT without the prior written consent of OWNER will be deemed void and of  
6 no force or effect.

7 **23.2** Any waiver by the OWNER of any breach of any one or more of the terms  
8 of this Agreement shall not be construed to be a waiver of any subsequent or other  
9 breach of the same or of any other term of this Agreement. Failure on the part of OWNER  
10 to require exact, full and complete compliance with any terms of this Agreement shall not  
11 be construed as in any manner changing the terms or preventing OWNER from  
12 enforcement of the terms of this Agreement.

13 **23.3** In the event the CONSULTANT receives payment under this Agreement  
14 which is later disallowed by the OWNER for nonconformance with the terms of the  
15 Agreement, the CONSULTANT shall promptly refund the disallowed amount to the  
16 OWNER on request; or at its option the OWNER may offset the amount disallowed from  
17 any payment due to the CONSULTANT.

18 **23.4** The CONSULTANT shall not provide partial delivery or shipment of  
19 services or products unless specifically stated in the Agreement.

20 **23.5** The CONSULTANT shall comply with all applicable Federal, State and  
21 local laws and regulations. The CONSULTANT will comply with all applicable OWNER  
22 policies and procedures. In the event that there is a conflict between the various laws or  
23 regulations that may apply, the CONSULTANT shall comply with the more restrictive law  
24 or regulation.

25 **23.6** The CONSULTANT shall comply with all requirements of the Occupational  
26 Safety and Health Administration (OSHA) standards and CONSULTANT as set forth by  
27 the U.S. Department of Labor and the State of California (Cal/OSHA).

28

1           **23.7** This Agreement shall be governed by the laws of the State of California.  
2 Any legal action related to the performance or interpretation of this Agreement shall be  
3 filed only in the Superior Court of the State of California located in Riverside, California,  
4 and the parties waive any provision of law providing for a change of venue to another  
5 location. In the event any provision in this Agreement is held by a court of competent  
6 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
7 nevertheless continue in full force without being impaired or invalidated in any way.

8           **23.8** This Agreement, including any attachments or exhibits, constitutes the  
9 entire Agreement of the parties with respect to its subject matter and supersedes all prior  
10 and contemporaneous representations, proposals, discussions and communications,  
11 whether oral or in writing. This Agreement may be changed or modified only by a written  
12 amendment signed by authorized representatives of both parties. No oral understanding  
13 or agreement not incorporated herein shall be binding on any of the parties hereto.

14           **23.9** Unless otherwise provided in terms of this Agreement, when copyrighted  
15 material is developed in the course of or under this Agreement, the author and OWNER  
16 which developed the work are free to copyright material or to permit others to do so. The  
17 OWNER shall have a royalty-free, non-exclusive and irrevocable license to produce,  
18 publish, and use and to authorize other to use all copyrighted material.

19           **23.10** All original reports, preliminary findings, or data assembled or compiled by  
20 CONSULTANT under this Agreement become the property of the OWNER. OWNER  
21 reserves the right to authorize others to use or reproduce such materials. Therefore,  
22 such materials may not be circulated in whole or in part, nor released to the public,  
23 without the direct authorization of the OWNER.

24           **23.11** CONSULTANT represents and warrants that CONSULTANT is registered  
25 to do business in the State of California with the California Secretary of State.

26           **23.12** The parties to this Agreement acknowledge and agree that the provisions  
27 of this Agreement are for the sole benefit of OWNER and CONSULTANT, and not for  
28

1 the benefit, directly or indirectly, of any other person or entity, except as otherwise  
2 expressly provided herein.

3       **23.13** CONSULTANT acknowledges that OWNER may enter into agreements  
4 with other consultants for services similar to the services that are the subject of this  
5 Agreement or may have its own employees perform services similar to the services  
6 contemplated by this Agreement.

7       **23.14** Without limiting CONSULTANT'S hold harmless, indemnification and  
8 insurance obligations set forth herein, in the event any claim or action is brought against  
9 the OWNER relating to CONSULTANT'S performance or services rendered under this  
10 Agreement, CONSULTANT shall render any reasonable assistance and cooperation  
11 which the OWNER shall require.

12  
13 **24. Additional Federal Requirements**

14       Whereas the work may be subject to applicable Federal, State, and local laws  
15 and regulations, including but not limited to the regulations pertaining to the Community  
16 Development Block Grant program (24 CFR Part 570) and the Uniform Administrative  
17 Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part  
18 200). Consultant, Contractors, its sub-contractors, consultants, and sub-consultants  
19 shall comply with, and are subject to, all applicable requirements as follows:

20       **24.1** Equal Employment Opportunity - Compliance with Executive Order 11246  
21 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by  
22 Executive Order 11375 of October 13, 1967, and as supplemented in Department of  
23 Labor regulations (41 CFR chapter 60): The CONSULTANT shall not discriminate  
24 against any employee or applicant for employment because of race, color, religion, sex,  
25 or national origin. CONSULTANT shall ensure that all qualified applicants shall receive  
26 consideration for employment without regard to race, color, religion, sex or national  
27 origin. The CONSULTANT shall take affirmative action to ensure that applicants are  
28 employed and the employees are treated during employment, without regard to their race

1 color, religion, sex, or national origin. Such actions shall include, but are not limited to,  
2 the following: employment, up-grading, demotion, or transfer; recruitment or recruitment  
3 advertising; rates of pay or other forms of compensation; and selection for training,  
4 including apprenticeship. The CONSULTANT shall post in a conspicuous place,  
5 available to employees and applicants for employment, notices to be provided by the  
6 OWNER setting forth the provisions of this non-discriminating clause.

7 **24.2** Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All  
8 contracts and subgrants in excess of \$2,000 for construction or repair awarded by  
9 recipients and subrecipients shall include a provision for compliance with the Copeland  
10 "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor  
11 regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public  
12 Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act  
13 provides that each contractor or subrecipient shall be prohibited from inducing, by any  
14 means, any person employed in the construction, completion, or repair of public work, to  
15 give up any part of the compensation to which he is otherwise entitled. The recipient  
16 shall report all suspected or reported violations to the U.S. Department of Housing and  
17 Urban Development, (HUD).

18 **24.3** Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by  
19 Federal program legislation, all construction contracts awarded by the recipients and  
20 subrecipients of more than \$2000 shall include a provision for compliance with the Davis-  
21 Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor  
22 regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts  
23 Governing Federally Financed and Assisted Construction"). Under this Davis-Bacon Act,  
24 contractors shall be required to pay wages to laborers and mechanics at a rate not less  
25 than the minimum wages specified in a wage determination made by the Secretary of  
26 Labor. In addition, contractors shall be required to pay wages not less than once a week.  
27 The recipient shall place a copy of the current prevailing wage determination issued by  
28 the Department of Labor in each solicitation and the award of a contract shall be

1 conditioned upon the acceptance of the wage determination. The recipient shall report  
2 all suspected or reported violations to HUD.

3 **24.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through**  
4 **333):** Where applicable, all contracts awarded by recipients in excess of \$2000 for  
5 construction contracts and in excess of \$2500 for other contracts that involve the  
6 employment of mechanics or laborers shall include a provision for compliance with  
7 Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.  
8 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under  
9 Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall  
10 be required to compute the wages of every mechanic and laborer on the basis of a  
11 standard workweek of 40 hours. Work in excess of the standard workweek is permissible  
12 provided that the worker is compensated at a rate of not less than 1 1/2 times the basic  
13 rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of  
14 the Contract Work Hours and Safety Standards Act is applicable to construction work  
15 and provides that no laborer or mechanic shall be required to work in surroundings or  
16 under working conditions which are unsanitary, hazardous or dangerous. These  
17 requirements do not apply to the purchases of supplies or materials or articles ordinarily  
18 available on the open market, or contracts for transportation or transmission of  
19 intelligence.

20 **24.5 Rights to Inventions Made Under a Contract or Agreement:** Contracts or  
21 agreements for the performance of experimental, developmental, or research work shall  
22 provide for the rights of the Federal Government and the recipient in any resulting  
23 invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit  
24 Organizations and Small Business Firms Under Government Grants, Contracts and  
25 Cooperative Agreements," and any implementing regulations issued by HUD.

26 **24.6 Rights to Data and Copyrights:** Consultants and Contractors shall comply  
27 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48  
28 CFR Part 27.4, Federal Acquisition Regulations (FAR).



1           **24.7** Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution  
2 Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts  
3 in excess of \$100,000 shall contain a provision that requires the recipient to agree to  
4 comply with all applicable standards, orders or regulations issued pursuant to the Clean  
5 Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended  
6 (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of  
7 the Environmental Protection Agency (EPA).

8           **24.8** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply  
9 or bid for an award of \$100,000 or more shall file the required certification. Each tier  
10 certifies to the tier above that it will not and has not used Federal appropriated funds to  
11 pay any person or organization for influencing or attempting to influence an officer or  
12 employee of any agency, a member of Congress, officer or employee of Congress, or  
13 an employee of a member of Congress in connection with obtaining any Federal contract,  
14 grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any  
15 lobbying with non-Federal funds that takes place in connection with obtaining any  
16 Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

17           **24.9** Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689):  
18 No contract shall be made to parties listed on the General Services Administration's List  
19 of Parties Excluded from Federal Procurement or Non-procurement Programs in  
20 accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at  
21 24 CFR part 24. This list contains the names of parties debarred, suspended, or  
22 otherwise excluded by agencies, and contractors declared ineligible under statutory or  
23 regulatory authority other than E.O. 12549. Contractors with awards that exceed the  
24 small purchase threshold shall provide the required certification regarding its exclusion  
25 status and that of its principal employees.

26           **24.10** Drug-Free Workplace Requirements: The Drug-Free Workplace Act of  
27 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a  
28 prior condition of being awarded a grant, to certify that they will provide drug-free

1 workplaces. Each potential recipient shall certify that it will comply with drug-free  
2 workplace requirements in accordance with the Drug-Free Workplace Act and with  
3 HUD's rules at 24 CFR part 24, subpart F.

4 **24.11 Access to Records and Records Retention:** The CONSULTANT, and any  
5 sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or  
6 County officials or authorized representatives access to the work area, as well as all  
7 books, documents, materials, papers, and records of the CONSULTANT, and any sub-  
8 consultants or sub-contractors, that are directly pertinent to a specific program for the  
9 purpose of making audits, examinations, excerpts, and transcriptions. The  
10 CONSULTANT, and any sub-consultants or sub-contractors, further agree to maintain  
11 and keep such books, documents, materials, papers, and records, on a current basis,  
12 recording all transactions pertaining to this Agreement in a form in accordance with  
13 generally acceptable accounting principles. All such books and records shall be retained  
14 for such periods of time as required by law, provided, however, notwithstanding any  
15 shorter periods of retention, all books, records, and supporting detail shall be retained  
16 for a period of at least four (4) years after the expiration of the term of this Agreement.

17 **24.12 Federal Employee Benefit Clause:** No member of or delegate to the  
18 congress of the United States, and no Resident Commissioner shall be admitted to any  
19 share or part of this Agreement or to any benefit to arise from the same.

20 **24.13 Energy Efficiency:** Mandatory standards and policies relating to energy  
21 efficiency which are contained in the State energy conservation plan issued in  
22 compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

23  
24 **25. Nonliability of Housing Authority of the County of Riverside (HACR),**  
25 **Riverside Community Housing Corp. and OWNER'S Officials and Employees**

26 No member, official employee or consultant of OWNER or HACR shall be  
27 personally liable to the CONSULTANT, or any successor in interest, in the event of any  
28 default or breach by OWNER or for any amount which may become due to the

1 CONSULTANT or to its successor, or on any obligation under the terms of this  
2 Agreement.

3

4 **26. Authority to Sign**

5 CONSULTANT hereby represents that the persons executing this Agreement on  
6 behalf of CONSULTANT have full authority to do so and to bind CONSULTANT to  
7 perform pursuant to the terms and conditions of this Agreement.

8

9 **27. Entire Agreement**

10 This Agreement, including any attachments or exhibits, constitutes the entire  
11 Agreement of the Parties with respect to its subject matter and supersedes all prior and  
12 contemporaneous representations, proposals, discussions and communications,  
13 whether oral or in writing. This Agreement may be changed or modified only by a written  
14 amendment signed by authorized representatives of both Parties.

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[Remainder of Page Intentionally Blank]

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[Signatures on Following Page]

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1 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized  
2 representatives to execute this Agreement as of the dates set forth below:

3  
4 **OWNER:**

5 PERRIS PARK HOUSING LLC,  
6 a California limited liability company

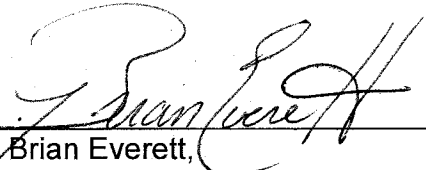
7 By: Riverside Community Housing  
8 Corp., a California non-profit  
9 public benefit corporation,  
10 its sole member and manager

11 By: \_\_\_\_\_  
12 Carrie Harmon,  
13 Chief Operating Officer

14 Date: \_\_\_\_\_

5 **CONSULTANT:**

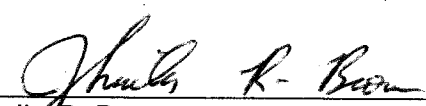
6 OVERLAND, PACIFIC & CUTLER, a  
7 Delaware limited liability company

8 By:   
9 Brian Everett,  
10 Chief Executive Officer

11 Dated: 5/31/19

15 **APPROVED AS TO FORM:**

16 Gregory P. Priamos,  
17 General Counsel

18  
19 By:   
20 Jhaila R. Brown,  
21 Deputy General Counsel

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**EXHIBIT A**  
**SCOPE OF SERVICES**

Overland, Pacific & Cutler, LLC., a Delaware limited liability company ("CONSULTANT") shall provide the following services to Perris Park Housing LLC, a California limited liability company ("OWNER") as required in that certain Professional Services Agreement Relocation Consultant Service for the Perris Park Apartments ("Agreement").

CONSULTANT shall provide OWNER with relocation services that satisfy California laws as set forth in the Agreement and California Tax Credit Allocation Committee (CTCAC) requirements for the Perris Park Apartments, located at: 1450 South Perris Boulevard, Perris, California 92570, which is comprised of eighty (80) apartment units. CONSULTANT'S relocation services will be provided to OWNER in two phases, Phase One and Phase Two as follows:

Phase One shall be comprised of the following:

1. Prepare and mail (general and certified mail/return receipt requested) General Information Notices (GIN's) to all residents of the Perris Park Apartments.
2. Interview all residents.
3. Search for comparable permanent replacement dwellings and temporary off-site accommodations to include in the Relocation Plan as there is no community room or kitchen available.
4. Draft Relocation Plan in compliance with the Uniform Relocation Act (URA) and applicable California relocation assistance laws for review by OWNER.
5. Complete and provide to OWNER, the application version of the Relocation Plan with interviews of all residents.
6. General consulting and project management throughout the term of the contract. Provide guidance and assistance to OWNER as needed to meet all CTCAC requirements for Relocation.

1  
2 Phase Two shall be comprised of the following:

3 CONSULTANT shall provide OWNER with Phase Two of its relocation services that meet  
4 California Tax Credit Allocation Committee (CTCAC) requirements for the Perris Park  
5 Apartments, located at 1450 South Perris Boulevard, Perris, California 92570. Type of  
6 services to be provided to be determined post-tenant interviews and once construction  
scope of work and schedule is finalized and may include all or a combination of the  
services below, as determined by OWNER in consultation with CONSULTANT:

- 7 1. Temporary Relocation Services (On-site to vacant units) - Per Household Rate =  
8 \$1,300 (not to exceed 12.5 hours per case).
- 9 2. Temporary Relocation Services (Off-site) - Per Household Rate = \$1,700 (not to  
10 exceed 15.5 hours per case).
- 11 3. Tenant-in-Place "Relocation" Services – Per Household Rate = \$575 (not to  
12 exceed 5.5 hours per case).
- 13 4. Permanent Relocation Services – Per Household Rate = \$3,200 (not to exceed  
14 32 hours per case).
- 15 5. Project Management Services - To be invoiced on an hourly basis not to exceed  
16 12% of the total amount of the fees for Relocation Assistance Services of any  
17 kind.
- 18 6. At least 8 units (10%) will need to be temporarily displaced off-site due to ADA  
19 upgrades.
- 20 7. At least 8 units (10%) will need to be permanently relocated because they are  
21 over-income.
- 22 8. CONSULTANT will be required to assist with the tenant-in-place cases.
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**EXHIBIT B**  
**OVERLAND, PACIFIC AND & CUTLER LLC'S PROPOSAL**  
**(behind this page)**



OPC | [www.OPCservices.com](http://www.OPCservices.com)



REQUEST FOR  
PROPOSALS

**Relocation Services  
For the Perris Park  
Apartments**  
RFP No. 2018-006

**ORIGINAL**

Proposal Provided by  
Overland, Pacific & Cutler, LLC (OPC)

Prepared for:

**Riverside Community Housing Corp.**

5555 Arlington Avenue, Riverside, CA 92504

Proposal Due:

**1/10/19 @ 5:00 PM**

Proposal valid until:

**(90 days from submittal)**





## Table of Contents

TAB 1. Cover Letter.....	3
Organizational Chart.....	3
TAB 2. Fees Structure.....	10
Fully Loaded Hourly Rates.....	10
Detailed Fee Proposal by Task.....	11
Monthly Billing.....	11
TAB 3. Past Performance.....	13
TAB 4. Timeline.....	14
TAB 5. Experience with Low-Income Public Housing.....	15
TAB 6. Experience with Uniform Relocation Act.....	17
Temporary Relocation Project Examples.....	17
TAB 7. Approach.....	19
Relocation Planning.....	19
Working Closely with RCHC.....	20
Scope of Services.....	20
Management of Tracking Systems.....	23
TAB 8. References.....	24
TAB 9. Optional Information.....	25



## TAB 1. Cover Letter

January 8, 2019

Mr. George Eliseo  
Riverside Community Housing Corp.  
5555 Arlington Avenue  
Riverside, CA 92504

RE: Proposal to Provide Relocation Services  
For the Perris Park Apartments - RFP No. 2018-006

Dear Mr. Eliseo:

Overland, Pacific & Cutler, LLC (OPC) understands Riverside Community Housing Corp. (RCHC) intends to select a consultant to provide relocation services for the Perris Park Apartments Project. We have reviewed the Request for Proposals (RFP) and have a full understanding of the work required.

We understand RCHC will require relocation services for the Perris Park Apartments' renovation, which consists of an 80-unit complex comprised of 16 buildings with two-, three-, and four-bedroom units, located at 1450 South Perris Boulevard, Perris, California. Services will include; counseling, relocation assistance, and support to tenants due to the renovation. All activities will be carried out (as applicable) in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), as they relate to non-profit public housing, and any other applicable federal, state and local laws.

OPC, a Delaware Limited Liability Company established in 1980, is a full-service right of way firm that provides a myriad of services, including turn-key relocation consulting services. We have assisted a variety of governmental and non-governmental organizations with their relocation assistance needs **since our inception**. We currently have 130 staff members located in fourteen offices located within California, Nevada, Texas, Arizona, and Colorado. OPC's organizational chart is included on page 3.

OPC brings the **most qualified relocation professionals** in the industry to RCHC - a solid, qualified team of experienced relocation experts. Our team members will take a "big picture" programmatic view of providing the requested services, realizing that all parts of the relocation process are interrelated. OPC believes that a "one-stop shop" approach will result in the successful delivery of your project.

The proposed staff for this assignment is outlined in the following table:

### Position on Team | OPC Team Member and Role

Program Manager/Oversight	Michele Folk, SR/WA, RW-RAC, RW-URAC, RW-NAC
Program Manager	Victoria Cook
Project Manager	Robbie Hechanova*
Sr. Agent	Liset Corona*
Agent	Addiel Flores*
Agent	Tim McCloud

\*Bi-Lingual



Mr. George Eliseo  
Riverside Community Housing Corp.  
Page 2 of 2

One-page resumes that include the qualifications, expertise, and project experience of the proposed staff have been included after the organizational chart (beginning on page 4). The resumes were tailored to one-page to fit the maximum pages allowed; full-length resumes are available upon request. Job descriptions for each of the relevant staff positions are as follows:

**Program Manager/Oversight**

The Program Manager/Oversight will provide oversight of the entire relocation program. She is an expert authority on relocation assistance and housing projects. The Program Manager will look to the Program Manager/Oversight for additional expertise in setting up and administering the relocation program.

**Program Manager**

The Program Manager is responsible for the overall project delivery and will serve as the point of contact for contract management and contract issues. She will have authority to commit staff to the project, provide QA/QC of project deliverables, and manage any project escalations, as needed. The Program Manager will consult with the Program Manager/Oversight, whenever necessary.

**Project Manager**

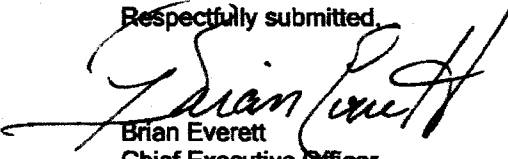
The Project Manager will act as the day-to-day point of contact to RCHC. He will oversee staff and subcontractors, report to RCHC on the progress of work, review all draft and final deliverables, and approve all time and expenses charged against the project budget.

**Sr. Agent/Agent**

The Agents and Sr. Agent will perform relocation services for residents of affordable housing properties in compliance with URA. They will be responsible for communicating with residents and clients in meeting the technical requirements of relocation. The agents will perform interviews of the displacees to assess their needs, to explain the relocation process, and prepare reimbursement claims for URA-eligible expenses. The agents will also coordinate with other contractors to assist in vacating properties.

I want to thank you for your time in reviewing our proposal. As Chief Executive Officer, I am authorized to bind the firm and negotiate a contract for OPC. Ms. Michele Folk, Sr. Vice President, Housing, will act as your primary contact during the submittal process. Ms. Folk is located in OPC's Irvine office at 1 Jenner, Irvine, CA 92618 and can be reached at 949.951.5263, or via email at [mfolk@opcservices.com](mailto:mfolk@opcservices.com). We look forward to the opportunity of helping you with this assignment. OPC is in receipt of Addendum No. 1, and the signed copy is included at the end of our submittal.

Respectfully submitted,

  
Brian Everett  
Chief Executive Officer  
OPC