

**SECOND AMENDMENT TO
PROPERTY MANAGEMENT AND OPERATING AGREEMENT
HOUSING AUTHORITY AFFORDABLE RENTAL PROPERTIES**

THIS SECOND AMENDMENT TO PROPERTY MANAGEMENT OPERATING AGREEMENT HOUSING AUTHORITY AFFORDABLE RENTAL PROPERTIES ("Second Amendment") is made and entered into as of this _____ day of _____, 2016, by and between the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public entity corporate and politic ("Owner") and RIVERSIDE HOUSING DEVELOPMENT CORPORATION, a California non-profit corporation ("Agent").

RECITALS

WHEREAS, on June 17, 2013, Owner and Agent entered into a Property Management and Operating Agreement Housing Authority Affordable Rental Properties Agreement ("Agreement") wherein the Agent agreed to provide property management and operational services on behalf of the Owner and pursuant to Paragraph 3 (TERM) the agreement commenced on that same date, June 17, 2013 and would be in effect for an initial term of three (3) years, with an expiration date of June 17, 2016; and

WHEREAS, on January 14, 2016, Owner and Agent entered into a First Amendment to Property Management and Operating Agreement Housing Authority Affordable Rental Agreement to amend the Agreement to include additional properties and to provide for increased compensation to manage the additional properties;

WHEREAS, Owner and Agent desire to amend the Agreement to extend the term for one year with an expiration date of June 30, 2017;

NOW THEREFORE, in consideration of the Recitals above, Owner and Agent agree as follows.

1. Paragraph 3 regarding Term shall be amended in its entirety to read as follows:

This Agreement shall commence on July 1, 2013 or the date first written above, whichever is earlier, for an initial period of three (3) years (the "initial term") and thereafter the Executive Director of the Housing Authority is hereby authorized to extend the term of the Agreement annually (the "extension term"), unless otherwise terminated by either party in accordance with the provisions of Paragraph 23, herein below.

The Agreement shall be extended for an extension term to be valid from June 18, 2016 to June 30, 2017.

2. Exhibit "B-1". Agent agrees to perform all duties and responsibilities set forth on the attached Exhibit "B-1", Scope of Work for Rehabilitation, which is attached hereto and incorporated herein by reference.

3. A new Paragraph 45, regarding Prevailing Wage, is hereby added to the Agreement and shall state:

Prevailing Wage. If applicable, Agent and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at: www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

4. A new Paragraph 46, regarding Additional Compensation, is hereby added to the Agreement and shall state:

Additional Compensation. In consideration for anticipated oversight of extraordinary repairs that were not incorporated into the annual operating budget, a markup of ten percent (10%) shall be added to: Agent's invoices for extra work performed by a subcontractor to allow for the increased administration costs and the oversight of extraordinary repairs by the Agent.

5. Except as otherwise modified or amended hereby, the terms and provisions of the Agreement, as amended by the Second Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed the day and year first above written.

OWNER

HOUSING AUTHORITY OF THE
CITY OF RIVERSIDE, a public entity,
corporate and politic

By: _____
Executive Director

ATTEST:
CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
Chief Financial Officer/ City Treasurer

AGENT

RIVERSIDE HOUSING DEVELOPMENT
CORPORATION, a California non-profit
corporation

By: _____
Name: BRUCE KULPA
Its: CEO

By: _____

EXHIBIT “B-1”

Scope of Work for Rehabilitation

Exhibit "B-1"
Scope of Work for Rehabilitation

Coordinate with the City of Riverside and the City's insurance carrier, as necessary, to resolve insurance claims related to property loss including but not limited to:

1. Acquire bids for abatement, remediation, and rehabilitation services necessary to return the affected units, common areas and structure to its pre-loss condition.
2. Execute agreements with selected firms for the abatement, remediation, and rehabilitation services
3. Oversee all work is completed in a timely, efficient and cost-effective manner.
4. Ensure compliance with prevailing wage requirements, as applicable.
5. Oversee payment of invoices related to abatement, remediation and rehabilitation of the structure and units.
6. Retain all invoices and documentation related to the loss-claim and provide to the City of Riverside and insurance carrier as necessary.