

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

THIS THIRD AMENDMENT TO PROPERTY MANAGEMENT OPERATING AGREEMENT HOUSING AUTHORITY AFFORDABLE RENTAL PROPERTIES ("Third Amendment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, 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; and

WHEREAS, on January 17, 2017, Owner and Agent entered into a Second Amendment to Property Management and Operating Agreement Housing Authority Affordable Rental Agreement to amend the Agreement to extend the term for one year with an expiration date of June 30, 2017; and

WHEREAS, Owner and Agent desire to amend the Agreement to extend the term for three (3) years with an expiration date of June 30, 2020;

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, and shall continue to June 30, 2017. Thereafter, upon written consent of the parties, this Agreement may be extended for an additional three (3) years, terminating on June 30, 2020, unless otherwise terminated by either party in accordance with the provisions of paragraph 23."

2. Exhibit "B" Scope of Work, is hereby amended to add the following requirements:

"Fifteen percent (15%) of the Housing Authority owned properties listed in Exhibit "A" shall be set aside for permanent supportive housing.

Six (6) units are to be designated as available to Permanent Supportive Housing clients who may receive Tenant Based Rental Assistance. The units shall "float," among all comparable units within the rental properties contemplated in this Agreement. If a unit designation changes, or as properties are vacated and/or tenants' incomes go over-income, other comparable units shall be made available.

Further, there are currently eight (8) Permanent Supportive Housing units that are designated under the Riverside County Continuum of Care SHP Grant that should those units no longer be subject to said grant, then said units will be added to the six (6) units designated above."

3. Except as otherwise modified or amended hereby, the terms and provisions of the Agreement, as amended by the Third 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 Third Amendment to be duly executed the day and year first above written.

**OWNER**

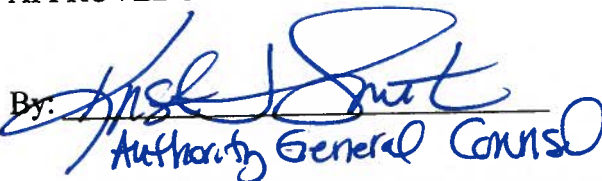
HOUSING AUTHORITY OF THE  
CITY OF RIVERSIDE, a public entity,  
corporate and politic

By: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Authority Secretary

APPROVED AS TO FORM:

By:   
Authority General Counsel

**AGENT**

RIVERSIDE HOUSING DEVELOPMENT  
CORPORATION, a California non-profit  
corporation

By:   
Name: BRUCE KULPA  
Its: CEO

By: \_\_\_\_\_  
Name:  
Its: