

518

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Economic Development Agency

SUBMITTAL DATE:

December 23, 2009

SUBJECT: Second Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds with Habitat for Humanity Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Second Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program ("NSP") Funds between the County of Riverside and Habitat for Humanity Riverside ("Second Amendment");
2. Authorize the Chairman of the Board of Supervisors to execute said Second Amendment (attached);and
3. Authorize the Assistant County Executive Officer/EDA or designee to take all necessary steps to implement the Second Amendment including, but not limited to, signing subsequent necessary and relevant documents.

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field

Assistant County Executive Officer/EDA

**FINANCIAL
DATA**

Current F.Y. Total Cost:

\$ 0

In Current Year Budget:

Yes

Current F.Y. Net County Cost:

\$ 0

Budget Adjustment:

No

Annual Net County Cost:

\$ 0

For Fiscal Year:

2009/2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Neighborhood Stabilization Program Funds

Positions To Be
Deleted Per A-30

☐

Requires 4/5 Vote

☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargent

County Executive Office Signature

Dep't Recomm.: ☒ Policy

Consent ☐

Per Exec. Ofc.: ☐

Policy ☒

Consent ☐

Per Exec. Ofc.: ☐

Prev. Agn. Ref.: Item 3.29 of 7/14/2009, Item 3.26 of 10/27/2009

District: 2 and 5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3 12
AEF 001a-
Form 11 (Rev 08/2003)

Second Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds
with Habitat for Humanity Riverside
December 23, 2009

Page 2

BACKGROUND:

On July 14, 2009, the Board of Supervisors approved a Loan Agreement for the use of NSP Funds with Habitat for Humanity Riverside, Inc. ("HFHR"), a nonprofit public benefit corporation, in the amount up to \$1,915,000 for financing of acquisition, rehabilitation and disposition of approximately eleven (11) single-family homes to qualified very low-income (VLI) first-time homebuyers (the "NSP Loan Agreement") within designated NSP Target Areas in the community of Rubidoux as defined in the County of Riverside Substantial Amendment to the 2008-2009 One-Year Action Plan.

On October 27, 2009, the Board of Supervisors approved a First Amendment for the use of NSP Funds to allow eligible properties to be 50 years old or less and must not be listed on, or eligible for listing on, the National Register for Historic Places.

HFHR is having difficulties finding eligible properties within the NSP Target Areas inside the community of Rubidoux and requesting to amend the NSP Loan Agreement and expand HFHR's work area to include NSP Target Areas in the community of Highgrove, as defined in the County's 2008-2009 One Year Action Plan. All other provisions of the NSP Loan Agreement will remain unchanged.

County Counsel has reviewed and approved as to form the attached Second Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds. Staff recommends that the Board approve the Second Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds.

1 NO FEE FOR RECORDING PURSUANT
2 TO GOVERNMENT CODE 6103

3 RECORDING REQUESTED BY AND
4 WHEN RECORDED MAIL TO:

5 County of Riverside
6 Economic Development Agency
7 1325 Spruce Street, Suite 400
8 Riverside, CA 92501
9 Attn: Mervyn Manalo

10 SPACE ABOVE THIS LINE FOR RECORDERS USE

11 **SECOND AMENDMENT TO LOAN AGREEMENT FOR THE USE OF**
12 **NEIGHBORHOOD STABILIZATION PROGRAM FUNDS**

13 This Second Amendment to Loan Agreement for the Use of Neighborhood
14 Stabilization Program Funds ("Second Amendment") is made and entered into as of the ____
15 day of _____, 20____, by and between the COUNTY OF RIVERSIDE
16 ("COUNTY") and HABITAT FOR HUMANITY RIVERSIDE, INC. ("HFHR"), a California
17 nonprofit public benefit corporation.

18 W I T N E S S E T H:

19 WHEREAS, COUNTY and HFHR entered into Loan Agreement for the Use of
20 Neighborhood Stabilization Program Funds ("NSP Loan Agreement") on July 14, 2009; and

21 WHEREAS, COUNTY and HFHR amended the NSP Loan Agreement ("First
22 Amendment") on October 27, 2009; and

23 WHEREAS, under the terms and conditions of the NSP Loan Agreement, COUNTY
24 agreed to lend up to One Million Nine Hundred Fifteen Thousand Dollars (\$1,915,000) of
25 NSP funds to HFHR for individual financing of acquisition, rehabilitation and disposition of
26 approximately eleven (11) single-family homes to qualified very low-income (VLI) first-time
27 homebuyers in the County of Riverside (the "Project") which is further described in Exhibit A
28 of the NSP Loan Agreement; and

WHEREAS, eligible properties must lie within the NSP Target Areas inside the
community of Rubidoux, as defined in Exhibit A of the NSP Loan Agreement; and

WHEREAS, HFHR is having difficulties finding eligible properties within the NSP
Target Areas inside the community of Rubidoux; and

1 WHEREAS, HFHR is requesting to amend the NSP Loan Agreement and expand
2 HFHR's work area to include NSP target areas in the community of Highgrove, as defined in
3 the County's 2008-2009 One Year Action Plan; and

4 WHEREAS, amending the NSP loan agreement will assist the COUNTY to fulfill its
5 requirements under the Neighborhood Stabilization Program; and

6 WHEREAS, COUNTY and HFHR agree to amend the NSP Loan Agreement and
7 include NSP target areas in the community of Highgrove in addition to NSP target areas in the
8 community of Rubidoux.

9 NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual
10 covenants and conditions hereinafter set forth, COUNTY and HFHR do hereby agree as
11 follows:

- 12 1. The NSP Loan Agreement shall be amended from requiring "the Assisted Units for
13 this Project must lie within the Target Areas of the community of Rubidoux" to "the
14 Assisted Units for this Project must lie within the Target Areas of the community of
15 Rubidoux and Highgrove."
- 16 2. All other terms and conditions of the NSP Loan Agreement remain unmodified and
17 in full force and effect.
- 18 3. This Second Amendment may be signed by the different parties hereto in
19 counterparts, each of which shall be an original, but all of which together shall
20 constitute one and the same agreement.
- 21 4. The Second Amendment is not binding until approved by the Board of Supervisors.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of
2 the date first written above.

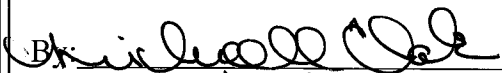
3
4 COUNTY OF RIVERSIDE

HABITAT FOR HUMANITY RIVERSIDE, INC.
a California nonprofit benefit corporation

5
6
7 By: _____
8 Chairman, Board of Supervisors

By: _____
JOHN C. TERELL
Board President

9
10
11 APPROVED AS TO FORM:
12 PAMELA J. WALLS
County Counsel

13
14 
Deputy Michelle Clack 12/22/09

15
16
17 ATTEST:
18 KECIA HARPER-IHEM
Clerk of the Board

19
20 By: _____
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above


Signature _____
Signature of Notary Public

1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of
2 the date first written above.
3

4 COUNTY OF RIVERSIDE

HABITAT FOR HUMANITY RIVERSIDE, INC.
a California nonprofit benefit corporation

5
6
7 By: _____
8 Chairman, Board of Supervisors

By:  _____
JOHN C. TERELL
Board President

9
10 APPROVED AS TO FORM:
11 PAMELA J. WALLS
12 County Counsel
13

14 By: _____
15 Deputy
16

17 ATTEST:
18 KECIA HARPER-IHEM
19 Clerk of the Board
20

21 By: _____
22 Deputy
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24
25
26
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF Riverside }

On Dec 15, 2009, before me, D. Bagley Poole
Date Here Insert Name and Title of the Officer
personally appeared John C. Terrell
Name(s) of Signer(s)

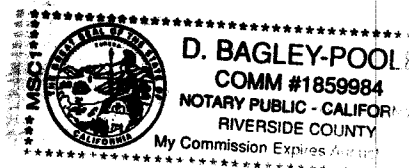
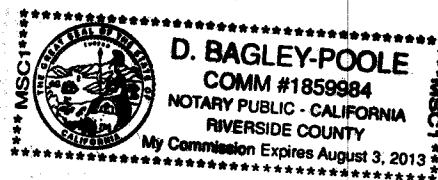
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Signature]
Signature of Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity (ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws
of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public