

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

632



FROM: Economic Development Agency

SUBMITTAL DATE:
August 4, 2011

SUBJECT: First Amendment to the CalHome Program Standard Agreement No. 08-CalHome-4928

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to the CalHome Standard Agreement No. 08-CalHome-4928 (First Amendment) for the Fee-Land Mobile Home Loan Program;
2. Authorize the Chairman of the Board to execute the attached First Amendment; and
3. Authorize the Assistant County Executive Officer/EDA, or designee, to execute any extensions, amendments to the Standard Agreement and all other subsequent and necessary documents required by the State of California Department of Housing and Community Development for continuous participation in the CalHome General Program.

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:	N/A
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: CalHome General Program

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*

County Executive Office Signature Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL

BY: ANITA C. WILLIS DATE: 7-27-11

Concurrence

Dept't Recomm.: Consent
 Policy
 Per Exec. Ofc.: Consent
 Policy

Prev. Agn. Ref.: 3.14 of 6/17/08

District: 4

Agenda Number: 3.23

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

In 2008 the Riverside County Economic Development Agency (EDA) submitted an application to the State of California Department of Housing and Community Development (HCD) for the CalHome General Program and was awarded an allocation of \$1.5 million for the Fee-Land Mobile Home Loan Program. The Fee-Land Mobile Home Loan Program was modeled after the Redevelopment Agency for the County of Riverside existing Mobile Home Tenant Loan Program, with the same intent of providing better living conditions and homeownership opportunities to low and very-low income households living in substandard and squalid conditions who live within the Torres Martinez Desert Cahuilla Indians tribal boundaries in the unincorporated Riverside County in the Eastern Coachella Valley. Each qualifying household may receive up to the maximum grant amount of \$60,000 towards the replacement of the substandard and dilapidated mobile home.

To date, the EDA has assisted 25 households and expended \$1,476,900 of the \$1.5 million grant allocation with the remaining balance of approximately \$23,100. The term of the Standard Agreement expires on September 9, 2011. On March 31, 2011, the EDA requested an approval of extension from HCD and has since been approved for a one year extension. Therefore, HCD is now requesting full execution of the First Amendment.

The county counsel has reviewed and approved the attached First Amendment. Staff recommends that the Board approve and execute the attached First Amendment.

FINANCIAL DATA:

Financing will be through the State of California Department of Housing and Community Development's CalHome General Program.

Attachments:

- The State of California Department of Housing and Community Development's First Amendment to the CalHome Standard Agreement No. 08-CalHome-4928.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213A (Rev 06/02)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
06-CALHOME-4928	1
REGISTRATION NUMBER	

1. ~~This Agreement is entered into between the State Agency and the Contractor named below:~~

STATE AGENCY'S NAME
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 CONTRACTOR'S NAME
 County of Riverside

2. The term of this Agreement is: 05/13/2009 through 09/09/2012

3. The maximum amount of this Agreement after this amendment is: \$1,500,000.00 - (Am. 1 increased the contract amount by \$0.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Item No. 2, Term of this Agreement, 05/13/2009 through 09/09/2011 is hereby deleted and replaced with a new Item No. 2, Term of this Agreement, Amendment No. 1, 05/13/2009 through 09/09/2012.

Exhibit A, "Authority, Purpose and Scope of Work", is hereby replaced with a new Exhibit A, "Authority, Purpose and Scope of Work", (Rev. 04/11).

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Service Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Riverside		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 3403 10th Street, Suite 500, Riverside, CA 92501		
STATE OF CALIFORNIA		
AGENCY NAME Department of Housing and Community Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Stacy Q. Hernandez, Contracts Manager, Business & Contract Services Branch		
ADDRESS 1800 Third Street, Room 350, Sacramento, CA 95811		

Exempt per: SCM 4.04.3 (DGS Memo dated 6/12/81)

FORM APPROVED COUNTY COUNSEL

BY: Anita C. Willis 7-27-11
 ANITA C. WILLIS DATE

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

(Owner-Occupied Rehabilitation)

Section 1 - Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of a conditional funding commitment under the CalHome Program ("Program") administered by the State Department of Housing and Community Development (variously, "Department," or "State") as authorized by and pursuant to Chapter 6 of Part 2 of Division 31 of the Health and Safety Code, commencing with Section 50650 ("CalHome Statutes") and regulations found in Title 25 of the California Code of Regulation, Division 1, Chapter 7, Subchapter 9 commencing with Section 7715 ("CalHome Regulations"), all as amended and in effect from time to time. In accepting this conditional funding commitment, the Contractor agrees to comply with: (a) the CalHome Statutes; (b) the CalHome Regulations; (c) the terms and conditions of the Program Homeownership Project Development Notice of Funding Availability dated April 18, 2008 ("NOFA"), which NOFA is incorporated herein by this reference; (d) the representations contained in the Contractor's application made in response to the NOFA ("Application"); and (e) the terms and conditions of this Agreement.

All funds provided through this Agreement are general obligation bond funds pursuant to the Housing and Emergency Shelter Trust Fund Act of 2008. As such, pursuant to Government Code section 18727, Contractor shall ensure that expenditures of the Program grant or loan are limited to those costs associated with the acquisition, rehabilitation or construction of capital assets.

Section 2 - Scope of Work

- A. Contractor shall perform the Scope of Work ("Work") as described in the Application, which is on file at the Department of Housing and Community Development, Division of Financial Assistance, 1800 Third Street, Room 390, Sacramento, California and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the CalHome Program Manager or higher Departmental official, as appropriate, are hereby incorporated as part of the Application. In the event of a conflict between the description of the Work in the Application as described in this Exhibit, the description in this Exhibit shall prevail. The Department reserves the right to require the Contractor to modify any or all parts of the Application in order to comply with the CalHome Statutes or Regulations. The Department reserves the right to review and approve all Work to be performed by the Contractor in relation to this Agreement. Any proposed amendment to the Work must be submitted in writing for review and approval by the Department. Any approval shall not be presumed unless such approval is made by the Department in writing.
- B. The Work generally shall consist of:
1. Administration of a low-income owner-occupied rehabilitation program.

EXHIBIT A

Section 3 - Amount of Agreement

The amount of this Agreement for the Work described herein is:

\$1,500,000.00

Section 4 - Completion Dates

- A. All funds remaining unexpended as of September 9, 2012, shall be disencumbered.
- B. This Agreement shall expire on September 9, 2012.

Section 5 - State Contract Coordinator

The coordinator of this Agreement for the Department is the Program Manager of the CalHome Program, Division of Financial Assistance, or the Program Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the State Coordinator at the following address:

State CalHome Program Manager
Department of Housing and Community Development
Division of Financial Assistance
P. O. Box 952054, M8 390-2
Sacramento, California 94252-2054
Phone: (916) 327-8255

Section 6 - Contractor Contract Coordinator

The Contractor's contact for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the contact at the following address:

Contractor: County of Riverside	
Name: Heidi Marshall, Assistant Director	
Phone: (951) 343-5473	
Fax: (951) 688-6873	
Address: 3403 10th Street, Suite 500 Riverside, CA 92501	

EXHIBIT A

Section 7 – Special Conditions

Program will be operated entirely within Federally Qualified Census Tracts as listed in the application.