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

FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
June 14, 2012

SUBJECT: First Amendment to Disposition and Development Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to Disposition and Development Agreement;
2. Authorize the Chairman of the Board of Supervisors to execute the attached First Amendment; and
3. Authorize the Assistant County Executive Officer/EDA or designee to take all necessary steps to implement the First Amendment including, but not limited to, signing subsequent necessary and relevant documents subject to County Counsel approval.

BACKGROUND: (Commences on Page 2)

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:	2011/12

COMPANION ITEM ON BOARD OF COMMISSIONERS AGENDA: Yes

SOURCE OF FUNDS: Redevelopment Property Tax Trust Funds	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

FORM APPROVED COUNTY COUNSEL
BY:
ANITA C. WILLIS
DATE: 6-14-12
Concurrence

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

Prev. Agn. Ref.: 4.4 of 10/28/2008; 4.6 of 5/10/2011 | District: 2/2 | Agenda Number **4.1**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On May 10, 2011, the Board of Commissioners approved a Disposition and Development Agreement between the Redevelopment Agency for the County of Riverside and the Housing Authority of the County of Riverside, a United States Department of Housing and Urban Development (HUD) certified public housing agency, for the infill development and construction of a new single-family home located at 5580 Molino Way, Jurupa Valley, CA 92509 with Assessor Parcel Number 181-082-050. The home is reserved for a qualified low- or moderate-income household that is a first-time homebuyer.

Resolution No. 2012-034, adopted by the County of Riverside Board of Supervisors on January 10, 2012, provides that the Riverside County Economic Development Agency is the successor in interest to the Redevelopment Agency for the County of Riverside.

Pursuant to the Disposition and Development Agreement, the project is subject to State prevailing wages. Under Title 24, Code of Federal Regulations 965.101(a), public housing agencies are exempt from State prevailing wage requirements and are subject to Davis-Bacon Act wage rate requirements. Due to this federal regulation, the Housing Authority wishes to amend the agreement and replace State prevailing wage requirements with Davis-Bacon Act wage requirements pursuant to Title 24, Code of Federal Regulations 965.101(a).

County Counsel has reviewed the First Amendment to Disposition and Development Agreement and has approved as to form. Staff recommends that the Board of Supervisors approve the First Amendment to Disposition and Development Agreement.

Attachment:

First Amendment to Disposition and Development Agreement

1 No Fee for Recording Pursuant to
2 6103 Government Code

3 RECORDING REQUESTED BY AND
4 WHEN RECORDED MAIL TO:

5 Redevelopment Agency
6 for the County of Riverside
7 3403 10th Street, Suite 500
8 Riverside, CA 92501
9 Attn: Mervyn Manalo

10 SPACE ABOVE THIS LINE FOR RECORDERS USE

11 **FIRST AMENDMENT TO**
12 **DISPOSITION AND DEVELOPMENT AGREEMENT**

13 This First Amendment to Disposition and Development Agreement ("First
14 Amendment") is made and entered into this ____ day of _____, 2012 by
15 and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the
16 State of California, through its RIVERSIDE COUNTY ECONOMIC DEVELOPMENT
17 AGENCY ("EDA"), successor in interest to the Redevelopment Agency for the County
18 of Riverside ("RDA"), and the HOUSING AUTHORITY OF THE COUNTY OF
19 RIVERSIDE ("DEVELOPER"), a public body, corporate and politic of the State of
20 California. COUNTY, EDA and DEVELOPER are collectively referred to as the
21 "Parties".

22 Capitalized terms not defined herein shall have the meaning ascribed to them in
23 that certain Disposition and Development Agreement (the "DDA"), dated May 10,
24 2011, prior to the enactment of ABx1 26, the Assembly Bill dissolving redevelopment
25 agencies that was signed by Governor Brown as of June 29, 2011. The DDA was
26 recorded on September 28, 2011, as Instrument No. 2011-0429589 in the Official
27 Records of Riverside County.

28 **WITNESSETH:**

WHEREAS, RDA and DEVELOPER entered into the DDA for the development
and construction of a new single-family home located at 5580 Molino Way, Jurupa
Valley, CA 92509 with Assessor Parcel Number 181-082-050 for sale to a Qualified

1 Homebuyer (the "Project"); and

2 WHEREAS, Resolution No. 2012-034, adopted by the County of Riverside
3 Board of Supervisors on January 10, 2012, provides that EDA is the successor in
4 interest to the Redevelopment Agency for the County of Riverside; and

5 WHEREAS, the Project is required to be constructed in compliance with State
6 prevailing wages; and

7 WHEREAS, DEVELOPER is a United States Department of Housing and Urban
8 Development ("HUD") certified public housing agency ("PHA"); and

9 WHEREAS, under Title 24, Code of Federal Regulations 965.101(a), a
10 prevailing wage rate including basic hourly rate and any fringe benefits determined
11 under State law shall be inapplicable to a contract or PHA performed work item for the
12 development, maintenance, and modernization of a project; and

13 WHEREAS, the wage rate is determined by the Secretary of Labor pursuant to
14 the Davis-Bacon Act to be prevailing in the locality with respect to such trade is
15 subject to; and

16 WHEREAS, the Parties wish to amend the DDA and replace State prevailing
17 wage requirements with Davis-Bacon Act wage requirements pursuant to Title 24,
18 Code of Federal Regulations 965.101(a).

19 NOW, THEREFORE, in consideration of the foregoing, and the promises and
20 mutual covenants and conditions hereinafter set forth, the Parties do hereby agree as
21 follows:

22 1. **Section 17** of the DDA is deleted and replaced in its entirety with the following:

23 The Project will be constructed in compliance with Davis-Bacon Act wage
24 requirements pursuant to Title 24, Code of Federal Regulations 965.101(a).

25 2. This First Amendment and the DDA set forth and contain the entire
26 understanding and agreement of the parties hereto. There are no oral or written
27 representations, understandings, or ancillary covenants, undertakings or
28 agreements, which are not contained or expressly referred to within this First

1 Amendment and the DDA.

2 3. All other terms and conditions of the DDA remain unmodified and in full force
3 and effect.

4 4. This First Amendment may be signed by the different parties hereto in
5 counterparts, each of which shall be an original, but all of which together shall
6 constitute one and the same agreement.

7 5. The effective date of this First Amendment is the date the parties execute this
8 First Amendment. If the parties execute this First Amendment on more than one
9 date, then the last date this First Amendment is executed by a party shall be the
10 Effective Date.

11 6. This First Amendment is not binding until approved by the respective Boards.

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1 IN WITNESS WHEREOF, the Parties have executed this First Amendment as of
2 the date first above written.

3 COUNTY:

DEVELOPER:

4 COUNTY OF RIVERSIDE

HOUSING AUTHORITY OF THE
COUNTY OF RIVERSIDE

5 By: _____
6 JOHN F. TAVAGLIONE, Chairman
7 Board of Supervisors

By: _____
JOHN F. TAVAGLIONE, Chairman
Board of Commissioners

8 APPROVED AS TO FORM:

9 PAMELA J. WALLS
10 County Counsel

11 By: 
12 ANITA C. WILLIS, Deputy

13 ATTEST:
14 KECIA HARPER-IHEM
15 Clerk of the Board

16 By _____
17 Deputy

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24 (Signatures need to be notarized)
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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

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