

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

518



**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  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	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

<b>SOURCE OF FUNDS:</b> Neighborhood Stabilization Program Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: January 5, 2010  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**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**

FORM APPROVED COUNTY COUNSEL  
DATE 12/23/09  
MICHELLE CLACK  
Departmental Concurrence

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

**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 WITNESSETH:

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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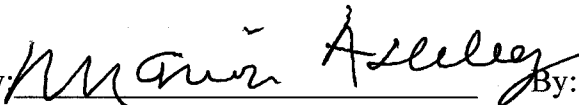
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28 //

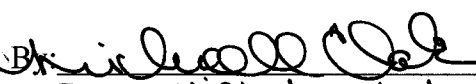
1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of  
2 the date first written above.

3  
4 COUNTY OF RIVERSIDE

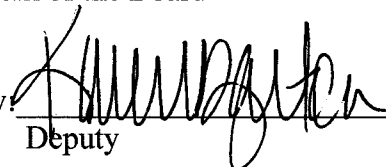
HABITAT FOR HUMANITY RIVERSIDE, INC.  
a California nonprofit benefit corporation

5  
6  
7 By:  By: \_\_\_\_\_  
8 Chairman, Board of Supervisors JOHN C. TERELL  
9 **MARION ASHLEY** Board President

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

14   
15 Deputy Michelle Clark 12/22/09

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

20 By:   
21 Deputy

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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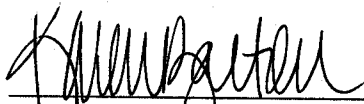
On January 5, 2010, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:

  
\_\_\_\_\_  
Deputy Clerk

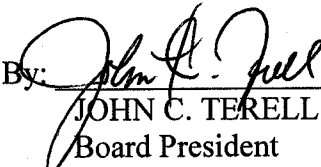
(SEAL)

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 By: \_\_\_\_\_  
21 Deputy

**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)

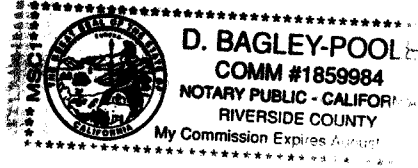
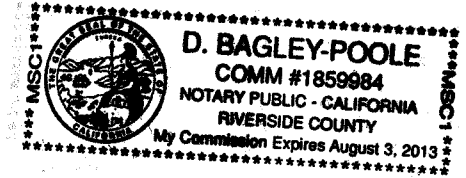
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s),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

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above





1025M  
D. BAGLEY POOLE  
COUNTY CLERK  
HIVERNIA, CALIFORNIA  
1900



D. BAGLEY POOLE  
COUNTY CLERK  
HIVERNIA, CALIFORNIA  
1900



**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.

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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.

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Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public