

SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 13.1
(ID # 28960)

MEETING DATE:
Tuesday, October 21, 2025

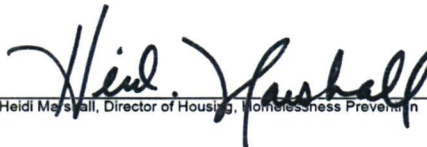
FROM : HOUSING AUTHORITY

SUBJECT: HOUSING AUTHORITY: Ratify and Approve the Form of the First Amendment to Exclusive Negotiation Agreement between the Housing Authority of the County of Riverside and Riverside Housing Development Corporation for a Proposed Affordable Rental Housing Project Located in the City of Jurupa Valley, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Ratify and approve the form of the attached First Amendment to Exclusive Negotiation Agreement (First Amendment) between the Housing Authority of the County of Riverside and Riverside Housing Development Corporation in connection with the proposed affordable housing project, located in the City of Jurupa Valley; and
2. Authorize the Executive Director, or designee, to execute the First Amendment to ENA, substantially conforming in form and substance to the attached, and to take all necessary steps to implement and administer the First Amendment to ENA, including but not limited to, signing subsequent necessary and relevant documents and extensions, subject to approval as to form by County Counsel.

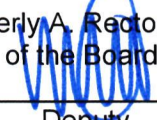
ACTION: Policy


Heidi Marshall, Director of Housing, Homelessness Prevention 9/24/2025

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Washington, seconded by Commissioner Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: October 21, 2025
xc: Housing Authority

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2025/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 3, 2023 (Minute Order 10.1), the Board of Commissioners approved an Exclusive Negotiation Agreement (ENA) between the Housing Authority of the County of Riverside (HACR) and Riverside Housing Development Corporation (RHDC), a California nonprofit public benefit corporation and affordable housing developer, to explore and negotiate in good faith a possible disposition and development agreement, or such other type of agreement as the parties may deem appropriate, to specify their rights and obligations with respect to the sale of approximately 0.52 acres of land in Jurupa Valley located at 30th Street between Florine Avenue and Apple Avenue, more specifically identified as Assessor Parcel Numbers 177-051-001, 177-051-002, and 177-051-003 (Property). RHDC is proposing to develop and build a 9-unit affordable housing project on the Property restricted to persons earning 80% or less of the area median income for the County of Riverside (Proposed Project).

On October 16, 2023, HACR and RHDC entered into that certain ENA. In accordance with Section II(B) of the ENA, on September 30, 2024, HACR extended the negotiation period to September 30, 2025. Pursuant to the ENA, RHDC agreed to process entitlements through the City of Jurupa Valley and seek other leveraging sources for the development of the Project. During the course of completing entitlements, RHDC is addressing dedication requirements and lot line adjustments to satisfy concerns by the City of Jurupa Valley Planning Department. RHDC desires to enter into the attached First Amendment to ENA with the HACR to extend the negotiation period to September 30, 2026, to allow for time to complete entitlements through the city and seek additional funding to construct the project. The ENA does not constitute a commitment to sell or develop the Property; any agreement arising out of the ENA will be subject to the prior approval of the Board of Commissioners.

County Counsel has reviewed and approved as to the form the form of the First Amendment to ENA. Staff recommend the Board of Commissioners approve the form of the attached First Amendment to ENA.

Impact on Residents and Businesses

The potential development of 9 affordable units will have a positive impact on the residents in the County of Riverside as it will create much needed affordable housing in the County as well as generate construction, maintenance, and property management jobs.

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Additional Fiscal Information

No general funds will be used for the proposed ENA. RHDC will bear its own costs and expenses incurred in connection with negotiating and preparing in good faith a possible disposition and development agreement, or such other type of agreement as the parties may deem appropriate, for the Proposed Project.

Attachment:

- Form of First Amendment to Exclusive Negotiation Agreement



Stacey Pena, EO Management Analyst 10/9/2025



Aaron Gettis, Chief of Deputy County Counsel 10/8/2025

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT ("First Amendment") is entered into as of October 1st, 2025 ("Effective Date") and amends that certain Exclusive Negotiation Agreement (the "Agreement") by and between the Housing Authority of the County of Riverside, a public body corporate and politic in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("HACR") and Riverside Housing Development Corporation, a California nonprofit public benefit corporation ("RHDC"), collectively referred to as "Parties" and individually as a "Party," on the terms and provisions set forth below:

RECITALS

- A. WHEREAS, on October 16, 2023, Minute Order 10.1 of the Board of Commissioners of HACR approved the form of the Agreement and authorized the Executive Director, or designee, of HACR to execute the Agreement;
- B. WHEREAS, the Parties entered into that certain Exclusive Negotiation Agreement dated October 16, 2023 (the "Agreement") and terminating on September 30, 2024, subject to an additional one-year extension period;
- C. WHEREAS, Minute Order 10.1 authorizes the Executive Director, or designee, to take all necessary steps to implement and administer the Agreement, including but not limited to, signing subsequent necessary and relevant documents and amendments;
- D. WHEREAS, the Executive Director's designee authorized an extension of the Agreement for an additional one-year extension until September 30, 2025 in a letter dated September 30, 2024 pursuant to Section II(B) of the Agreement;
- E. WHEREAS, Section II(B) of the Agreement authorizes the Executive Director of HACR, or designee, in their discretion, to consent to an extension of the Negotiation Period when sufficient progress accomplishing the tasks set forth in the Schedule of Performance of the Agreement and when the Parties continue to work in good faith towards a mutually acceptable DDLA;
- F. WHEREAS, the Parties have made significant progress in accomplishing the tasks set forth and continue to work towards a mutually acceptable DDA and desire to further extend and amend the Agreement to accommodate financing for the project contemplated in the Agreement;
- G. WHEREAS, HACR owns fee title to approximately 0.52 acres of land, more specifically identified as Assessor Parcel Numbers 177-051-001, 177-051-002, and 177-051-003 ("Property"), which is the subject of the Agreement and this First Amendment; and
- H. WHEREAS, capitalized terms not otherwise defined in this First Amendment will have

the meaning set forth in the Agreement.

NOW, THEREFORE, HACR and RHDC hereby mutually agree as follows:

I. Exclusive Negotiating Period.

Section II(B) of the Agreement is hereby amended to reflect that the Negotiating Period is extended to September 30, 2026. During the Negotiating Period, the Parties shall continue to engage in exclusive negotiations pertaining to the acquisition and development of the Property as set forth in the Agreement.

II. General Provisions.

1. Nothing in this First Amendment shall be deemed a covenant, promise, or commitment by HACR with respect to the disposition of the Property and the final terms of the disposition are all subject to approval by HACR's Board of Commissioners and pursuant to all applicable laws.
2. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. Conflicts. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall control.
4. Further Assurances. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.
5. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.
6. Effective Date. The Effective Date of this First Amendment shall be October 1st, 2025.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates set forth below.

HACR:

HOUSING AUTHORITY OF THE
COUNTY OF RIVERSIDE, a public body
corporate and politic

RHDC:

Riverside Housing Development
Corporation, a California nonprofit public
benefit corporation

By: _____
Heidi Marshall, Executive Director

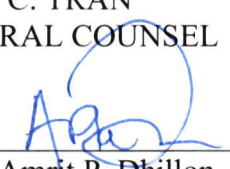
By: _____
Bruce Kulpa, President

Date: _____

Date: _____

APPROVED AS TO FORM:

MINH C. TRAN
GENERAL COUNSEL

By:  _____
Amrit P. Dhillon,
Deputy General Counsel

FORM