

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

849



FROM: Economic Development Agency

SUBMITTAL DATE:
December 10, 2009

SUBJECT: Termination Agreement for the Use of Neighborhood Stabilization Program Funds with Inspire Life Skills Training

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Termination Agreement with Inspire Life Skills Training, Inc.;
2. Authorize the Chairman of the Board to sign the attached Termination Agreement; and
3. Authorize the Assistant County Executive Officer/EDA or his designee to take all necessary steps to implement the Termination Agreement including, but not limited to, signing subsequent essential and relevant documents subject to approval by County Counsel.

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:	2009/2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: NO

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

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer I. Sargent

FORM APPROVED COUNTY COUNSEL BY: TIFANY N. NORTH DATE: 12/10
 Departmental Concurrence
 Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: **District:** 2 **Agenda Number:** 3.25

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BACKGROUND:

On July 14, 2009, the County Board of Supervisors approved a loan agreement for the use of Neighborhood Stabilization Program (NSP) funds with Inspire Life Skills Training, Inc. (Inspire), a California nonprofit public benefit corporation, in the amount up to \$330,000 (NSP Loan Agreement) for acquisition and rehabilitation of one (1) vacant, foreclosed and bank-owned single-family property (Property) within the NSP Target Area inside the city of Norco and rent to very low-income (VLI) households (Project).

Under the terms and conditions of the NSP Loan Agreement, Inspire has not acquired the desired eligible Property in accordance to the established timeline due to the lack of available eligible foreclosed properties in the NSP target area.

Pursuant to Section 38 of the NSP Loan Agreement, in the event that Inspire does not perform, the County may terminate the NSP Loan Agreement and will not be obligated to make further reimbursement to Inspire.

The County and Inspire mutually desire to terminate the NSP Loan Agreement and NSP funds will be re-allocated for eligible NSP activities.

County Counsel has reviewed and approved as to form the attached Termination Agreement. Staff recommends that the Board approve the attached Termination Agreement.

1 **TERMINATION AGREEMENT**
2 **BY AND BETWEEN THE COUNTY OF RIVERSIDE**
3 **AND INSPIRE LIFE SKILLS TRAINING**
4 **FOR THE USE OF NEIGHBORHOOD STABILIZATION PROGRAM FUNDS**

5 This termination agreement (the "Agreement") is made and entered into on this
6 _____ day of _____, 2009, (the "Effective Date") by and between the County of
7 Riverside ("COUNTY") and Inspire Life Skills Training, Inc. ("INSPIRE").

8 **W I T N E S S E T H**

9 **WHEREAS**, on July 14, 2009, COUNTY and INSPIRE entered into a Loan Agreement
10 for the use of Neighborhood Stabilization Program ("NSP") Funds (the "NSP Loan
11 Agreement"); and

12 **WHEREAS**, under the terms and conditions of the NSP Loan Agreement, COUNTY
13 agreed to lend NSP Funds to INSPIRE in the amount up to \$330,000 for acquisition and
14 rehabilitation of one (1) vacant, foreclosed and bank-owned single-family property ("Property")
15 within the NSP Target Area inside the city of Norco and rent to very low-income ("VLI")
16 households (the "Project"); and

17 **WHEREAS**, pursuant to Section 28, Performance Requirements, of the NSP Loan
18 Agreement, INSPIRE has not acquired the desired eligible Property in accordance to the
19 established timeline due to the lack of available eligible foreclosed properties in the NSP target
20 area; and

21 **WHEREAS**, pursuant to Section 38, Termination, of the NSP Loan Agreement, in the
22 event that INSPIRE does not perform, COUNTY may terminate the NSP Loan Agreement and
23 will not be obligated to make further reimbursement to INSPIRE; and

24 **WHEREAS**, no funds were disbursed to INSPIRE; and

25 **WHEREAS**, INSPIRE is waiving its right to notice and cure set forth in Section 32 of
26 the NSP Loan Agreement; and

27 **WHEREAS**, COUNTY and INSPIRE mutually desire to terminate the NSP Loan
28 Agreement and NSP funds will be re-allocated for eligible NSP activities.

NOW, THEREFORE, in consideration of the preceding promises and the mutual

1 covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

2 SECTION 1: The NSP Loan Agreement between COUNTY and INSPIRE is terminated
3 as of the Effective Date of this Agreement.

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6 // (SIGNATURES CONTINUE ON NEXT PAGE)

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IN WITNESS WHEREOF, COUNTY and INSPIRE have executed this Agreement as of the date first above written.

COUNTY OF RIVERSIDE

INSPIRE LIFE SKILLS TRAINING, INC.

By _____
MARION ASHLEY
Chairman, Board of Supervisors

By *Kristi Camplin*
KRISTI CAMPLIN
Executive Director

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By *Pamela J. Walls*
Deputy *Tiffany N. North*

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy