

FORM APPROVED COUNTY COUNSEL
 BY: *Antia C. Willis* 3/24/16
 ANITIA C. WILLIS DATE

Departmental Concurrence

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

808



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
 May 24, 2016

SUBJECT: Recognition of the Tech Park Loan as an Enforceable Obligation pursuant to H&S Code 34191.4, All Districts, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Resolution No. 2016-003, recognition of Tech Park Loan as an enforceable obligation in the July 1, 2017 through June 30, 2018 Recognized Obligation Payment Schedule (ROPS 17-18) pursuant to H & S Code 34191.4;
2. Authorize staff to forward to the Oversight Board.

BACKGROUND:

(commences on page 2)

Imelda Delos Santos

Imelda Delos Santos
 Management Analyst

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A
Budget Adjustment: No
For Fiscal Year: 2017-2018

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*

County Executive Office Signature

Alex Gann

**MINUTES OF THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO
 THE REDEVELOPMENT AGENCY**

On motion of Supervisor Benoit, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington and Benoit
 Nays: None
 Absent: Tavaglione and Ashley
 Date: June 7, 2016
 xc: E.O.

Kecia Harper-Ihem
 Clerk of the Board
 BY: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: 3.21 7/27/1999 | District: All | Agenda Number:

4-1

- A-30
- 4/5 Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Recognition of the Tech Park Loan as an Enforceable Obligation pursuant to H&S Code 34191.4,
All Districts, [\$0]

DATE: May 11, 2016
Page 2 of 3

BACKGROUND:
Continues from page 1

The Highgrove sub-area is part of the I-215 Corridor Redevelopment Project Area, originally adopted as part of Redevelopment Project Area No. 5-1986, Amendment No. 1 (Sub-Area). The Implementation Plan (Plan) for the Sub-Area identifies a number of conditions which are specified in the California Health and Safety Code as characteristics of physical and economic blight. The Plan authorizes the former Redevelopment Agency for the County of Riverside (Agency) to provide a broad range of public infrastructure improvements within and adjacent to the project subarea.

On July 27, 1999, the Board of Directors of the Agency adopted Resolution No. 99-12, via Agenda Item 3.21, giving Notice of Intention to purchase the Tech Park Site located within the Sub-Area. The project installed road, utility and grading improvements on the Tech Park property that facilitated economic development and opportunities and commenced elimination of the blighting conditions in the area. The Board also approved the plans and specifications for the grading of the project site and the construction of the Phase 1 water line for the project.

In order to pay for the acquisition of the land as well as the construction of the necessary public improvements, the Board of Supervisors authorized a loan from the County in the amount of \$1,100,000 to the Agency. The Agency was required to repay the loan from tax increment funds generated within the Sub Area and from the proceeds of land sales. A copy of the loan agreement is attached.

On May 18, 2011, the Agency paid to the County, \$1,598,878.58 as full and final repayment of the Tech Park loan.

On February 1, 2012, all redevelopment agencies were dissolved following a California Supreme Court ruling in California Redevelopment Association v. Matosantos upholding Assembly Bill x1 26 (ABx1 26). Pursuant to Section 34173, the Successor Agency to the Redevelopment Agency (Successor Agency) has become the successor entity to the Agency.

On July 3, 2013, the California Department of Finance (DOF), in its letter to the Successor Agency regarding the Other Funds and Accounts Due Diligence Review, disallowed the loan repayment related to the Tech Park citing that the loan is unenforceable. HSC section 34171 (d) (2) states that agreements, contracts, or arrangements between the city (or County) that created the former redevelopment agency and the former redevelopment agency are not enforceable unless the loan agreements were entered within the first two years of the date of the creation of the former redevelopment agency. Since the loan was issued after the first two years of the former Agency's creation; the DOF determined the loan as unenforceable and therefore the loan payment was not permitted. The DOF directed the Successor Agency to recover the loan repayment of \$1,598,878.58 from the County.

On June 13, 2013, the County returned in full, the loan payment of \$1,598,878.58 through an inter-fund journal entry (number 0001617034) attached hereto.

AB 1484 was adopted by the State legislature and approved by the Governor on June 27, 2012, and, amongst other additions, added Section 34191.4 to the Health and Safety Code. Section 34191.4 (b) (1) states that upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment agency and the city, county, or city and county that created the redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Recognition of the Tech Park Loan as an Enforceable Obligation pursuant to H&S Code 34191.4,
All Districts, [\$0]

DATE: May 11, 2016

Page 3 of 3

On April 18, 2014, the Successor Agency received a Finding of Completion for the Successor Agency, which allows the Successor Agency to place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for a legitimate redevelopment purposes per HSC section 34191.4(b)(1). Loan repayments will be governed by the criteria in HSC section 34191.4 (a)(2).

Pursuant to H & S Code 34191.4, the Successor Agency proposes to resubmit the loan agreement entered into between the County and the former Agency for the Tech Park project as an enforceable obligation on the next annual ROPS (ROPS 17-18) covering the period of July 1, 2017 through June 30, 2018, and requests Board approval of Resolution No. 2016-003 to make such finding and thereafter submit to the Oversight Board for determination that the loan agreement was used for legitimate redevelopment purposes.

Impact on Citizens and Businesses

This action will have no impact on citizens and businesses.

Attachments:

- Resolution No. 2016-003
- Loan Agreement between the Redevelopment Agency for the County of Riverside and the County of Riverside for the Acquisition of the Tech Park Site and the Construction of Public Improvements
- Inter-fund Journal Entry No. 0001617034

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3 **RESOLUTION NO. 2016-003**

4 **RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**
5 **RECOGNIZING AND APPROVING THE PREVIOUSLY ESTABLISHED TECH PARK LOAN**
6 **AGREEMENT BETWEEN THE FORMER REDEVELOPMENT AGENCY FOR THE COUNTY OF**
7 **RIVERSIDE AND THE COUNTY OF RIVERSIDE AS AN ENFORCEABLE OBLIGATION ON THE**
8 **SUCCESSOR AGENCY'S JULY 1, 2017 THROUGH JUNE 30, 2018 RECOGNIZED OBLIGATION**
9 **PAYMENT SCHEDULE (ROPS 17-18), AND FINDING THAT SAID LOAN WAS FOR LEGITIMATE**
10 **REDEVELOPMENT PURPOSES PER HSC SECTION 34191.4(B)(1)**

11 **WHEREAS**, the Highgrove sub-area is a part of the I-215 Corridor Redevelopment Project
12 Area, originally adopted as part of Redevelopment Project Area No. 5-1986, Amendment No. 1 (Sub-
13 Area). The Implementation Plan (Plan) for the Sub-Area identifies a number of conditions which are
14 specified in the California Health and Safety Code as characteristics of physical and economic blight.
15 The Plan authorizes the Redevelopment Agency for the County of Riverside (Agency) to provide a
16 broad range of public infrastructure improvements within and adjacent to the project subarea;

17 **WHEREAS**, on July 27, 1999, the Board of Directors of the Agency adopted Resolution No.
18 99-12, via Agenda Item 3.21, giving Notice of Intention to purchase the real property located east of
19 the Gage Canal and South of Columbia Avenue within the Subarea, in the City of Riverside (Tech
20 Park property"). The project installed road, utility and grading improvements on the Tech Park
21 property that facilitated economic development and opportunities and commenced elimination of the
22 blighting conditions in the area. The Board also approved the plans and specifications for the grading
23 of the Tech Park property and the construction of the Phase 1 water line for the project;

24 **WHEREAS**, in order to pay for the acquisition of the Tech Park property as well as the
25 construction of the necessary improvements, the Board of Supervisors authorized a County loan in the
26 amount of \$1,100,000 ("Tech Park Loan") to the Agency. The Agency was required to repay the Tech
27 Park Loan to the County from tax increment funds generated within the Subarea and from the
proceeds of various land sales. A copy of the Loan Agreement between the Redevelopment Agency
for the County of Riverside and the County of Riverside for the Acquisition of the Tech Park Site and

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1 the Construction of Public Improvements ("Loan Agreement") is attached hereto as Exhibit A and
2 incorporated herein by this reference;

3 **WHEREAS**, on May 18, 2011, the Agency paid to the County, \$1,598,878.58 as full and final
4 repayment of the Tech Park Loan;

5 **WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following a
6 California Supreme Court ruling in California Redevelopment Association v. Matosantos upholding
7 Assembly Bill x126 ("ABx1 26"). Pursuant to Health and Safety Code Section 34173 added pursuant
8 to ABx1 26, the Successor Agency to the Redevelopment Agency for the County of Riverside
9 ("Successor Agency") has become the successor entity to the former Agency and has assumed all
10 rights, powers, duties, and obligations previously vested to the former Agency, including, but not
11 limited to the obligations due under the Loan Agreement;

12 **WHEREAS**, on July 3, 2013, the Department of Finance (DOF), in its letter to the Agency
13 regarding the Other Funds and Accounts Due Diligence Review, disallowed the loan repayment
14 related to the Tech Park Loan citing that the loan is unenforceable. Health and Safety Code Section
15 34171 (d) (2) states that agreements, contracts or arrangements between the city (or County) that
16 created the former redevelopment agency (RDA) and the RDA are not enforceable unless the loan
17 agreements were entered within the first two years of the date of the creation of the RDA;

18 **WHEREAS**, since the Tech Park Loan was issued after the first two years of the former
19 Agency's creation, the DOF determined the loan as unenforceable and therefore the loan payment
20 was not permitted. The DOF directed the Successor Agency to recover the loan repayment of
21 \$1,598,878.58 from the County;

22 **WHEREAS**, the County returned in full, the loan payment of \$1,598,878.58 through an inter-
23 fund journal entry (number 0001617034) attached hereto as Exhibit B and incorporated herein by this
24 reference;

25 **WHEREAS**, AB 1484 was adopted by the State legislature and approved by the Governor on
26 June 27, 2017, and amongst other additions, added Section 34191.4 to the Health and Safety Code.

1 **WHEREAS**, Health and Safety Code Section 34191.4 (b) (1) states that upon application by
2 the successor agency and approval by the oversight board, loan agreements entered into between the
3 redevelopment agency and the city, county, or city and county that created the redevelopment agency
4 shall be deemed to be enforceable obligations provided that the oversight board makes a finding that
5 the loan was for legitimate redevelopment purposes;

6 **WHEREAS**, on April 18, 2014, the Successor Agency received a Finding of Completion from
7 the Department of Finance, which allows the Successor Agency to place loan agreements between
8 the former redevelopment agency and sponsoring entity, including but not limited to the Tech Park
9 Loan Agreement, on the Recognized Obligation Payment Schedule (ROPS), as an enforceable
10 obligation, provided the oversight board makes a finding that the loan was for legitimate
11 redevelopment purposes per Health and Safety Code Section 34191.4 (b) (1). Loan repayments will
12 be governed by the criteria in Health and Safety Code Section 34191.4 (a) (2);

13 **WHEREAS**, the Tech Park Loan received by the former Agency under the Loan Agreement
14 was used to facilitate economic development and eliminate blight within the Subarea and on the Tech
15 Park Property, which is a legitimate redevelopment purpose; and

16 **WHEREAS**, pursuant to Health and Safety Code Section 34191.4, the Successor Agency
17 desires to resubmit the previously established Tech Park Loan Agreement that was used for a
18 legitimate redevelopment purpose, as an enforceable obligation on the next annual ROPS (ROPS 17-
19 18) covering the period of July 1, 2017 through June 30, 2018, and desires to submit to the Oversight
20 Board for determination that the loan funds issued pursuant to the Loan Agreement were used for
21 legitimate redevelopment purposes.

22 **NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED** by the
23 Board of Supervisors of the County of Riverside in a regular session assembled on June 7, 2016, as
24 follows:

25 **1. Recitals.** That the Board of Supervisors hereby finds that the above recitals are true and
26 correct.

FORM APPROVED COUNTY COUNSEL
BY: *Shirley A. Brown* 5-26-16
MAILOR R. BROWN DATE

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2. **Approval of Tech Park Loan as enforceable obligation.** That the Board of Supervisors approves and recognizes the Tech Park Loan as an enforceable obligation on ROPS 17-18.

3. **Determination by the Oversight Board.** That the Board of Supervisors authorizes the transmittal of this Resolution to the Oversight Board to make a finding that the Tech Park Loan was for legitimate redevelopment purposes pursuant to Health and Safety Code Section 34191.4 (b) (1).

4. **Effective Date.** This Resolution shall take effect from and after the date of approval and adoption thereof.

The foregoing resolution was passed and adopted by the Successor Agency to the Redevelopment Agency for the County of Riverside at a regular meeting held on the 7th day of June, 2016, by the following vote:

ROLL CALL:

- Ayes: Jeffries, Washington and Benoit
- Nays: None
- Absent: Tavaglione and Ashley

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board
By *Kecia Harper-Ihem*
Deputy



FROM: Redevelopment Agency

SUBMITTAL DATE: July 19, 1999

SUBJECT: Agreements to pay for Land Acquisition and Public Improvement Costs for the Tech Park

RECOMMENDED MOTION: That the Board of Directors:

- (1) Approve the attached Loan agreement between the Redevelopment Agency and the County to pay for land and public improvement costs for the Tech Park property to benefit the Highgrove subarea and authorize the Chairman to sign the agreement;
- (2) Approve the attached Community Development Block Grant agreement between the Redevelopment Agency and the County to pay for land and public improvement costs for the Tech Park property to benefit the Highgrove subarea and authorize the Chairman to sign the agreement;
- (3) Approve the attached land acquisition agreement between the Redevelopment Agency and Gordon F. Harris and Maryann Harris to acquire parcels 1 thru 10 of Parcel Map No. 29161 (Tech Park property) and authorize the Chairman to sign the agreement;

(Continued on next page)

Bradley J. Hudson

 Bradley J. Hudson, Executive Director

FINANCIAL DATA:
 CURRENT YEAR COST \$ 2,200,000 ANNUAL COST \$ 0
 NET COUNTY COST \$ 0 IN CURRENT YEAR BUDGET: YES
 BUDGET ADJUSTMENT: NO FOR FY: 1999-2000
 SOURCE OF FUNDS: \$1,100,000 loan from EDA funds; \$1,000,000 CDBG grant; and \$100,000 in Capital Improvement Funds from the Highgrove sub area of Project 5-1986, Amendment No. 1
 COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

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

 COUNTY COUNSEL
Ronda King JUL 19 1999

 County Executive Officer Signature

MINUTES OF THE BOARD OF SUPERVISORS- REDEVELOPMENT AGENCY

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

Ayes: Buster, Tavaglione, Venable, Wilson and Mullen
 Noes: None
 Absent: None
 Date: July 27, 1999

Gerald A. Maloney

 Clerk of the Board
Deputy

 Deputy

xc: Redevelopment, Co.Co., Auditor, EDA
 Prev. Agn. ref. 6/29/99 4.2, 3/2/99 4.1, 3.10 Dist. 5

AGENDA NO.

Policy
 Policy
 Consent
 Consent
 Department Recommendation:
 Per Executive Office:

- (4) Direct the Executive Director of the Redevelopment Agency to prepare Covenants, Conditions, and Restrictions (CC and Rs) governing the future use of the Tech Park property and authorize the Executive Director to execute and record the CC and Rs document on behalf of the Agency; and
- (5) Approve the allocation of \$100,000 in Capital Improvement Funds generated from the Highgrove subarea of Redevelopment Project 5-1986, Amendment No. 1, to cover additional miscellaneous costs, such as a grading contingency.

BACKGROUND:

On June 29, 1999, the Board of Directors of the Redevelopment Agency adopted Resolution No. 99-12, giving its Notice of Intention to purchase the Tech Park site, which is located east of the Gage Canal and south of Columbia Avenue within the Highgrove subarea for Project 5-1986, Amendment No. 1 and the City of Riverside. The Board also approved the plans and specifications for the grading of the project site and the construction of the Phase I water line for the project and directed the Clerk to advertise the Notice Inviting Bids. In order to pay for the acquisition of the land as well as the construction of the necessary public improvements, it is necessary for the County to loan the Redevelopment Agency \$1,100,000 in EDA funds as well as to grant the Agency \$1,000,000 in CDBG funds. The Agency will repay the loan from funds generated within the Highgrove Redevelopment Project Area and from the proceeds of land sales. The engineering services for this project were previously authorized by the Redevelopment Agency in the amount of \$136,000 on March 2, 1999. This form 11 will also encumber an additional \$100,000 in RDA funds to cover additional miscellaneous costs, such as a grading contingency, if needed.

The Implementation Plan for Redevelopment Project Area No. 5-1986, Amendment No. 1 identifies the Highgrove subarea as exhibiting a number of conditions which are specified in the California Health and Safety Code as characteristic of physical and economic blight. The Plan authorizes the Agency to provide a broad range of public infrastructure improvements within and adjacent to the project subarea. The proposed project will install road, utility and grading improvements on the Tech Park property which will facilitate future economic development and opportunities and eliminate the blighting condition of lack of infrastructure in the area. An environmental review of the project was completed by the City of Riverside as part of the subdivision of the property, and a Negative Declaration has been prepared by the City. In addition, EDA staff prepared a federal environmental review of the project, and the Board of Supervisors adopted the Finding of No Significant Effect for the project on June 29, 1999.

A companion item also appears on the Board of Supervisors agenda.

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**LOAN AGREEMENT BETWEEN THE REDEVELOPMENT
AGENCY FOR THE COUNTY OF RIVERSIDE AND
THE COUNTY OF RIVERSIDE
FOR THE ACQUISITION OF THE TECH PARK SITE
AND THE CONSTRUCTION OF PUBLIC IMPROVEMENTS**

6 THIS AGREEMENT is entered into on this 27 day of July, 1999 by an
7 between the Redevelopment Agency for the County of Riverside, a public agency organized and existin
8 under the laws of the State of California, hereinafter referred to as "AGENCY", and the COUNTY O
9 RIVERSIDE, hereinafter referred to as "COUNTY".

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WITNESSETH:

12 WHEREAS, AGENCY is a redevelopment agency duly created, established an
13 authorized to transact business and exercise its powers, all under and pursuant to the provisions of th
14 Community Redevelopment Law which is Part 1 of Division 24 of the California Health and Safet
15 Code (commencing with Section 33000 et seq.);

16 WHEREAS, AGENCY has adopted a Redevelopment Plan for Redevelopment Project
17 Area No. 5-1986, as amended (the "Redevelopment Project Plan" or "Redevelopment Project Area" a
18 appropriate);

19 WHEREAS, the Redevelopment Plan identifies street, utility and grading improvement
20 as public improvements to be constructed within or outside the Redevelopment Project Area;

21 WHEREAS, Sections 33205 and 33220 of the Health and Safety Code permit th
22 AGENCY and the COUNTY to cooperate and assist each other in certain redevelopment activities th
23 are the subject of this Agreement;

24 WHEREAS, AGENCY intends to acquire industrially zoned land east of the Gage Canā
25 and south of Columbia Avenue within the Redevelopment Project Area and also within the City o
26 Riverside (the "Tech Park");

27 WHEREAS, AGENCY also intends to develop the necessary infrastructure on the Tech
28 Park site to allow industrial and manufacturing companies, with an emphasis in high technology an
product development, to locate their businesses in the Tech Park, through the construction of publi

1 improvements, such as road, utility and grading improvements;

2 WHEREAS, the COUNTY AND AGENCY have identified a need for the construction
3 of certain road, utility and grading improvements on the Tech Park site; and

4 WHEREAS, the COUNTY desires to assist the AGENCY in the acquisition of the Tech
5 Park site and the construction of the public improvements by loaning to AGENCY monies on deposit
6 with the Economic Development Agency;

7 NOW, THEREFORE, BE IT RESOLVED, found and determined that for the mutual
8 promises contained herein, the parties hereto do hereby agree as follows:

9 Section 1. BENEFIT TO PROJECT AREA. COUNTY and AGENCY find and
10 determine that the installation of the public improvements listed in Exhibit "A", which is attached hereto
11 and by this reference incorporated herein, is of benefit to the Redevelopment Project Area or the
12 immediate neighborhoods in which said Project Area is located.

13 Section 2. FINANCING OF THE PROJECT. COUNTY and AGENCY find and
14 determine that a loan is the only reasonable means of financing the construction of the improvements
15 specified in Exhibit "A".

16 Section 3. ELIMINATION OF BLIGHT. COUNTY and AGENCY find and determine
17 that the payment of funds for the construction of the improvements specified in Exhibit "A" will assist
18 in the elimination of one or more blighting conditions in the Project Area, by eliminating the lack of
19 paved roads and utility improvements on the Tech Park property which hinder the economic viability
20 of the site and area.

21 Section 4. LOCATION. The location of the public improvements are shown on Exhibit
22 "B", which is attached hereto and by this reference incorporated herein.

23 Section 5. LOAN AND REPAYMENT. The COUNTY agrees to loan to the AGENCY
24 \$1,100,000 to pay for the acquisition of the Tech Park land, and associated land acquisition costs, and
25 to pay for the construction and installation of certain public improvements, the description and estimated
26 cost of which is described in Exhibit "A". AGENCY agrees to repay loan to COUNTY from funds
27 generated within the Redevelopment Project Area and from the proceeds of land sales, in accordance
28 with the Loan Repayment Terms and Conditions identified in Exhibit "C", which is attached hereto;

1 by this reference incorporated herein.

2 Section 6. AGENCY OBLIGATIONS. AGENCY agrees to use COUNTY funds for
3 only those purposes specifically set forth in Exhibit "A". AGENCY shall comply with all laws,
4 regulations and ordinances in the use of said funds.

5 Section 7. PROJECT SIGN. Prior to the disbursement of any COUNTY funds for the
6 construction of any improvements contemplated by this Agreement, the AGENCY shall provide, at
7 its expense, one sign board to be located with approval by the COUNTY. The sign board shall be
8 mounted in an acceptable manner and constructed as shown and specified in Exhibit "D". Additional
9 information may be added to the project sign upon request to the COUNTY.

10 Section 8. STATUS REPORT. AGENCY shall provide COUNTY with a status report
11 on the first day of each month until the Project is complete. The status report shall include, but not be
12 limited to the following: bid and specification documents, contracts let, actual construction completed
13 and remaining work to be completed.

14 Section 9. ASSIGNMENT. Neither this Agreement nor any clause or provisio
15 contained herein may be assigned, transferred or released without the express written consent of th
16 parties hereto.

17 Section 10. CHANGES OR MODIFICATIONS. No part of this Agreement may be
18 modified, altered, amended, waived or changed without the express written consent of all parties.

19 Section 11. RIGHT OF ENTRY. COUNTY is authorized to enter upon the property
20 that is the subject of this Agreement for any purpose necessary for the implementation of this
21 Agreement.

22 Section 12. PERMITS. Nothing in this Agreement shall absolve any lessee,
23 assignee, purchaser, developer, or user of the property that is subject to this Agreement from the
24 requirement of obtaining all necessary permits and other documents necessary from any public
25 entity, including COUNTY. Nothing contained herein shall entitle any lessee, assignee, purchaser
26 developer, or user of said property to any preference or guaranty that any or all permits will be
27 issued.

28 Section 13. ATTORNEY FEES. If any action is brought to enforce the provision:

1 this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, costs
2 and necessary disbursements.

3 Section 14. WAIVER. Any waiver by COUNTY of any breach of any one or more
4 of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other term
5 thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any
6 terms of this Agreement shall not be construed as in any manner changing the terms of this
7 Agreement, or stopping AGENCY from enforcement hereof.

8 Section 15. SEVERABILITY. If any provisions in this Agreement is held by a court
9 of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall
10 nevertheless continue in full force without being impaired or invalidated in any way.

11 Section 16. GOVERNING LAW. This Agreement will be governed by and
12 construed in accordance with the laws of the State of California. The parties expressly agree to the
13 jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.

14 Section 17. ENTIRE AGREEMENT. This Agreement contains the entire agreement
15 and understanding between the parties. There are no oral understandings, terms, conditions or
16 promises, and no party has relied upon any representation, express or implied, not contained in this
17 Agreement. This Agreement may not be modified or amended unless made in writing by the parties
18 hereto.

19 Section 18. INDEMNIFICATION. (i) COUNTY shall indemnify and hold
20 AGENCY, its officers, agents and employees free and harmless from liability to any person or entity
21 not a party to this Agreement from any damage, loss or injury to person and/or property which
22 primarily relates to or arises out of any acts, errors or omissions of the COUNTY, its contracting
23 consultants, officers, agents, members, employees, or subcontractors in the performance of their
24 services pursuant to this Agreement, and (ii) COUNTY shall defend at its expense, including
25 attorneys' fees, AGENCY, its officers, agents and employees in any legal action brought on by a
26 third party which primarily relates to or arises out of any acts, errors, or omissions of the COUNTY
27 its contractors, consultants, officers, agents, members, employees, or subcontractors in the
28 performance of their services pursuant to this Agreement. (iii) AGENCY shall indemnify and hold

1 COUNTY, its officers, agents and employees free and harmless from liability to any person or entity
2 not a party to this Agreement from any damage, loss or injury to person and/or property which
3 primarily relates to or arises out of any acts, errors or omissions of the AGENCY, its contracting
4 consultants, officers, agents, members, employees, or subcontractors in the performance of their
5 services pursuant to this Agreement, and (iv) AGENCY shall defend at its expense, including
6 attorneys' fees, COUNTY, its officers, agents and employees in any legal action brought on by a
7 third party which primarily relates to or arises out of any acts, errors, or omissions of the AGENCY,
8 its contractors, consultants, officers, agents, members, employees, or subcontractors in the
9 performance of their services pursuant to this Agreement.

10 Section 19. INDEPENDENT CAPACITY. AGENCY, its officers, employees and
11 agents shall act in an independent capacity during the term of this Agreement and not as officers,
12 employees or agents of COUNTY. Neither shall they have authority to contract for or on behalf of,
13 or incur obligations on behalf of COUNTY.

14 Section 20. TERMINATION. In the event that AGENCY does not acquire the Tech
15 Park land or perform the construction or installation of the improvements by December 31, 2000,
16 COUNTY may terminate this Agreement and will not be obligated to make any further loan to the
17 AGENCY.

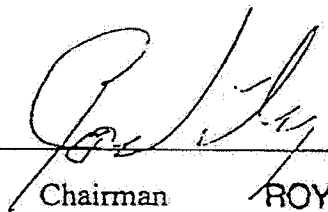
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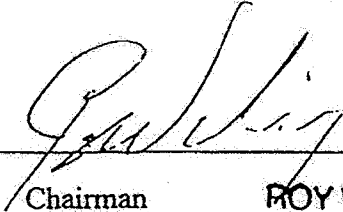
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IN WITNESS WHEREOF, the COUNTY and the AGENCY have executed this Agreement as of the date first above written.

COUNTY OF RIVERSIDE

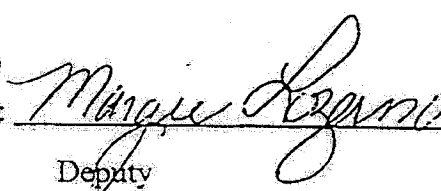
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

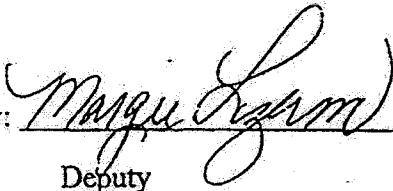
By: 
Chairman ROY WILSON
Board of Supervisors

By: 
Chairman ROY WILSON
Board of Directors

ATTEST: JUL 27 1999
Clerk of the Board

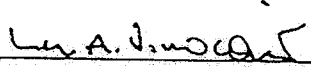
ATTEST: JUL 27 1999
Clerk of the Board

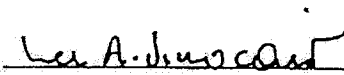
By: 
Deputy

By: 
Deputy

APPROVED AS TO FORM:
County Counsel

APPROVED AS TO FORM:
Agency Counsel

By: 
Deputy

By: 
Deputy

H:\DOCS\AGRMTS\techpark\loan.wpd

EACH DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS CERTIFIED TO BE A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

Dated: 7/28/99

GERALD A. MALONEY
Clerk of the Board of Supervisors
County of Riverside, California

Notary

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EXHIBIT B
INTER-FUND JOURNAL ENTRY
(number 0001617034)
(Behind this Page)



Report ID: GLC7501

Peoplesoft Financials
JOURNAL ENTRY DETAIL REPORT

Page No. 1
Run Date 7/11/2013
Run Time 1:33:38 PM

Unit: RVCO
Journal ID: 0001617034
Date: 6/30/2013
Description: Reimbursement of disallowed costs by dept of fin

Ledger Group: ACTUALS
Source: ONL
Reversal: N
Reversal Date:

Reference Number: EDARC
Accounting Period: 12
Fiscal Year: 2013
Operator ID: E184923

ACTUALS

1	781360	60045	1900900000		Reimb costs disallowed by dept		-1,589,879.00
2	101100	60045	1900900000		Reimb costs disallowed by dept		1,589,879.00
3	527780	21109	1900500000		Reimb RDA costs disallowed	TECKPARK	1,248,457.25
4	527780	21109	1900500000		Reimb RDA costs disallowed	BLD	341,421.75
5	101100	21109	1900500000		Reimb RDA costs disallowed		-1,589,879.00

ED15027000402

Journal ID		Total Lines		Total Base Debits		Total Base Credits	
0001617034		5		3,179,758.00		3,179,758.00	

Metzler