

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS DATE 9/25/15

Departmental Concurrence

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

359 A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
September 14, 2015

**SUBJECT:** Homeland/Romoland Area Drainage Plan Fee Credit Agreement – Amendment No. 1. 3<sup>rd</sup> and 5<sup>th</sup> Districts; [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Amendment No. 1 to the Homeland/Romoland Area Drainage Plan (ADP) Fee Credit Agreement between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County), and Homeland/Romoland ADP, Inc. (ADP, Inc.), a Delaware Corporation; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

Patricia Romo  
Assistant Director of Transportation

Juan C. Perez  
Director of Transportation and Land Management

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:** N/A

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

APPROVE

BY:

Rohini Dasika  
Rohini Dasika

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Prev. Agn. Ref.:** 1/6/15, Item 3-49

**District:** 3 and 5

**Agenda Number:**

3-52

**BACKGROUND:**

**Summary**

On January 6, 2015 (Agenda Item 3-49), the Board of Supervisors approved the Homeland/Romoland Area Drainage Plan Fee Credit Agreement (Agreement) between the District, the County, and ADP, Inc. The Agreement sets forth the terms and conditions whereby ADP, Inc. would receive up to \$27,720,968 worth of ADP fee credit. The grant of ADP fee credit represented ADP, Inc.'s actual, reasonable cost of 1) designing and preparing the project plans and specifications; 2) environmental evaluations and mitigation; 3) fees actually paid by ADP, Inc. to governmental agencies in order to obtain permits, licenses, or other necessary governmental approvals; 4) plan check and inspection fees; 5) the fair market value of easements, real property, or interests therein, necessary for the construction of the ADP facilities; and 6) removal of excess material from the Juniper Flats Basin site.

Amendment No. 1 to the Agreement adds an important paragraph (6A) pertaining to the initial distribution of ADP fee credit that was inadvertently omitted from the original agreement.

County Counsel has approved Amendment No. 1 to the Agreement as to legal form. A companion item appears on the Riverside County Board of Supervisors agenda this same date.

**Impact on Residents and Businesses**

The Homeland/Romoland Area Drainage Plan fee provides a mechanism for building necessary flood control facilities and having new development pay for its fair share.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**Contract History and Price Reasonableness**

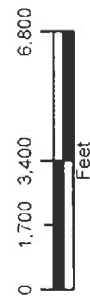
N/A

**ATTACHMENTS:**

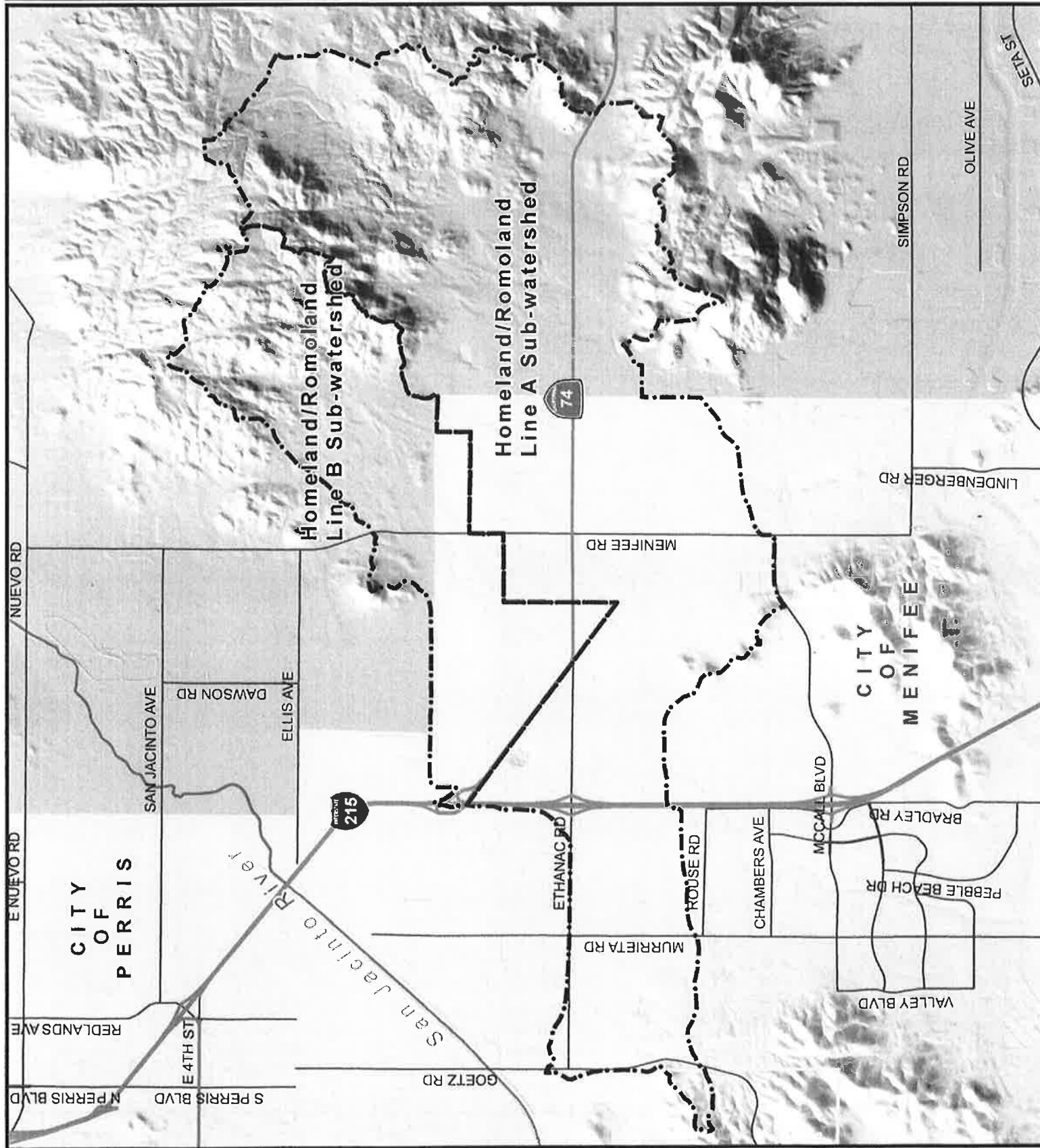
Homeland/Romoland Area Drainage Plan Location Map  
Amendment No. 1

Area Drainage Plan  
Location Map

ADP Boundaries



Data, maps and data are to be used for reference purposes only. Maps are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the center of the source is shown third party accuracy, timeliness or completeness of any of the data provided, and assumes no legal responsibility for the information appearing on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



**HOMELAND/ROMOLAND ADP FEE CREDIT AGREEMENT  
AMENDMENT NO. 1**

This Amendment No. 1 to the Homeland/Romoland ADP Fee Credit Agreement ("Amendment") is entered into this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015 (the "Effective Date"), by and among the County of Riverside (the "County"), Riverside County Flood Control and Water Conservation District, a public agency organized and existing pursuant to Chapter 48 of the Appendix to the California Water Code (the "District") and Homeland/Romoland ADP, Inc., a Delaware Corporation ("ADP Inc."). The County, District and ADP Inc. are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**RECITALS**

WHEREAS, on January 6, 2015, the County, District and ADP Inc. entered into an agreement entitled "Homeland/Romoland ADP Fee Credit Agreement" (Agreement) pertaining to the granting and subsequent distribution of Homeland/Romoland Area Drainage Plan Fee Credit; and

WHEREAS, the Parties hereto wish to amend the Agreement to add language that was inadvertently omitted from the Agreement.

NOW, THEREFORE, in consideration of the promises, and mutual covenants and conditions hereinafter set forth, said Agreement executed on January 6, 2015, is hereby amended as follows:

**AMENDMENT NO. 1**

1. Section 6A is added to the Agreement as follows:

6A. Initial Distribution of ADP Fee Credit - Pursuant to this Agreement, ADP Inc. is allowed to make a one-time "initial distribution" of the ADP Fee Credit hereby granted to one or more Stockholders or other entities of its choosing. This initial distribution shall not be considered a "transfer" pursuant to the ADP Regulations. Within thirty (30) days following the District's written notice to ADP Inc. of the amount of the additional ADP Fee Credit that is to be granted for the Juniper Flats Basin excavation pursuant to Section 6 of this Agreement, APD Inc. shall deliver to the District a complete and fully executed "Initial Distribution Form". The Initial Distribution Form shall be substantially in the form of Exhibit "C" attached hereto and made a part hereof and shall indicate the entities and amount of ADP Fee Credit that each entity is to receive.

2. Except to the extent specifically added to, modified or amended hereunder, all of the terms, covenants and conditions of Agreement shall remain in full force and effect between the parties hereto.

//

//

[SIGNATURES ON THE FOLLOWING PAGES]

1                   **IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of  
2 the day and year first above written.

3  
4                   **RECOMMENDED FOR APPROVAL:                   RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

5  
6 By  By  
7                   **WARREN D. WILLIAMS**  
8                   General Manager-Chief Engineer

9  
10                   **MARION ASHLEY, Chairman**  
11                   Board of Supervisors of the Flood Control  
12                   and Water Conservation District

13                   **ATTEST:**

14                   **KECIA HARPER-IHEM**  
15                   Clerk of the Board

16                   By \_\_\_\_\_  
17                   Deputy Clerk

18                   **APPROVED AS TO FORM:**

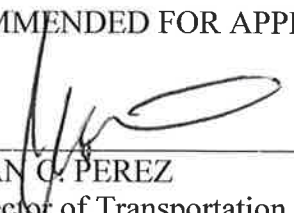
19                   **GREGORY P. PRIAMOS**  
20                   County Counsel

21                   By  By  
22                   **Debra A. Gardner**  
23                   Deputy County Counsel

24                   Amendment No. 1  
25                   Homeland/Romoland ADP Fee Credit Agreement  
26                   08/25/15  
27                   MHW:blm  
28                   P8/172170

**COUNTY OF RIVERSIDE  
BOARD OF SUPERVISORS**

RECOMMENDED FOR APPROVAL:

By   
JUAN C. PEREZ  
Director of Transportation  
Land Management Agency

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Board of Supervisors

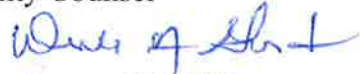
ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

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

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

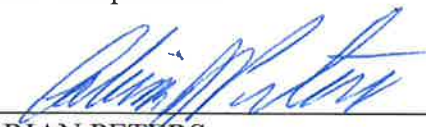
  
By Dale A. Gardner  
Deputy County Counsel

Amendment No. 1  
Homeland/Romoland ADP Fee Credit Agreement  
08/25/15  
MHW:blm  
P8/172170

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Date: \_\_\_\_\_

HOMELAND/ROMOLAND ADP, INC.,  
a Delaware Corporation

By   
ADRIAN PETERS  
Executive Committee Member

Date: \_\_\_\_\_

By   
MICHAEL D. O'DONNELL  
Executive Committee Member

Amendment No. 1  
Homeland/Romoland ADP Fee Credit Agreement  
08/25/15  
MHW:blm  
P8/172170