

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 7/31/15

Departmental Concurrence

**SUBMITTAL TO THE FLOOD CONTROL AND
 WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

307B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

October 6, 2015

SUBJECT: Homeland/Romoland Area Drainage Plan Fee Credit Agreement – Amendment No. 1
 Districts 3, 5; [\$N/A]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to the Homeland/Romoland Area Drainage Plan Fee Credit Agreement between the District, the County of Riverside (County) and Homeland/Romoland ADP, Inc. (ADP Inc.), a Delaware Corporation; and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary

On January 6, 2015, the Board approved the Homeland/Romoland Area Drainage Plan Fee Credit Agreement (Agreement) between the District, County and Homeland/Romoland ADP Inc. (ADP Inc.).

Continued on Page 2.

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 P8/172174

Warren D. Williams
 WARREN D. WILLIAMS
 General Manager-Chief Engineer

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

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Steven C. Horn*
 Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**
FORM 11: Homeland/Romoland Area Drainage Plan Fee Credit Agreement – Amendment No. 1
Districts 3, 5; [\$N/A]

DATE: October 6, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The Agreement sets forth the terms and conditions whereby ADP Inc. would receive up to \$27,720,968 worth of Homeland/Romoland Area Drainage Plan Fee Credit. The grant of ADP Fee Credit represented ADP Inc.'s actual, reasonable cost of i) designing and preparing the project plans and specifications; ii) environmental evaluations and mitigation; iii) fees actually paid by ADP Inc. to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals; iv) plan check and inspection fees; v) the fair market value of easements, real property, or interests therein, necessary for the construction of the H/R ADP facilities; and vi) removal of excess material from the Juniper Flats Basin site.

Amendment No. 1 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 the Amendment No. 1 as to legal form. A companion item appears on the Riverside County Transportation Department's Board Agenda this same date.

Impact on Residents and Businesses

Amendment No. 1 will have no impact upon residents and businesses.


Attachments:

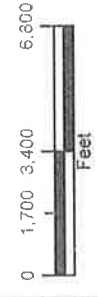
1. Amendment No. 1 to Fee Credit Agreement
2. Homeland / Romoland ADP Map

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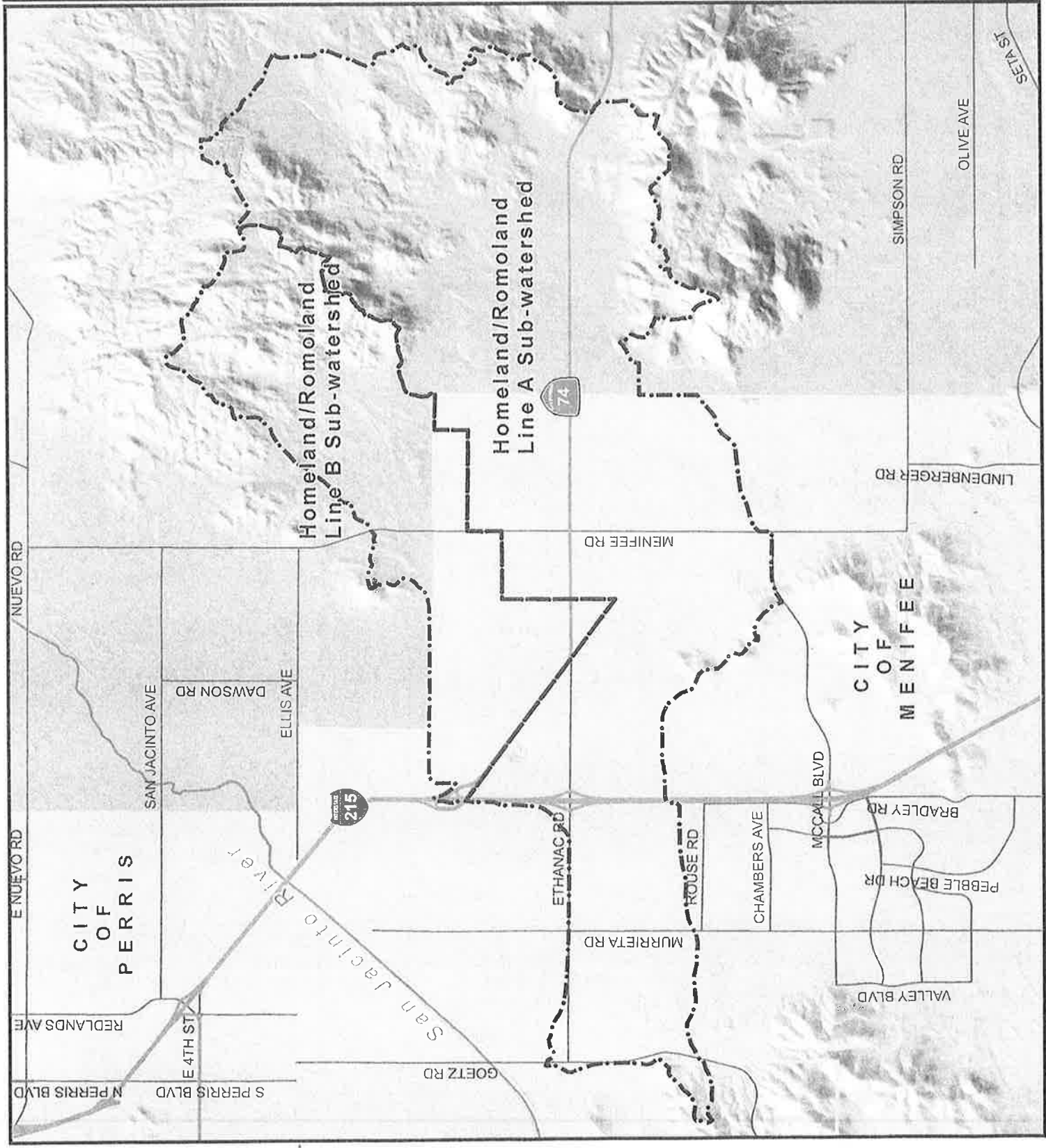
HOMELAND / ROMOLAND

*Area Drainage Plan
Location Map*

 ADP Boundaries



Data sources, maps, and data are to be used for reference purposes only. They feature the approximate, and are not necessarily accurate to surveying or engineering standards. The County of San Diego does not warrant the accuracy, completeness, or timeliness of any of the data provided and assumes no legal responsibility for any errors or omissions that may appear hereon. The user shall be the sole responsibility of the user.



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**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 ___th 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.

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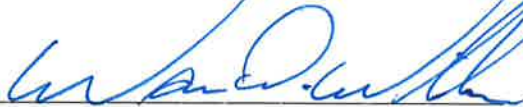
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[SIGNATURES ON THE FOLLOWING PAGES]

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

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

By  By _____
WARREN D. WILLIAMS MARION ASHLEY, Chairman
General Manager-Chief Engineer Board of Supervisors of the Flood Control and Water Conservation District


ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy Clerk

APPROVED AS TO FORM:

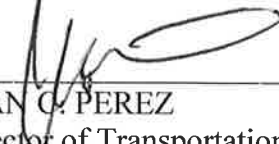
GREGORY P. PRIAMOS
County Counsel

By 
Dale A. Gardner
Deputy County Counsel

Amendment No. 1
Homeland/Romoland ADP Fee Credit Agreement
08/25/15
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**COUNTY OF RIVERSIDE
BOARD OF SUPERVISORS**

1 RECOMMENDED FOR APPROVAL:

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3 By 
4 JUAN C. PEREZ
5 Director of Transportation
6 Land Management Agency

By _____
MARION ASHLEY, Chairman
Board of Supervisors

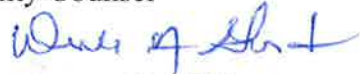
6 ATTEST:

7 KECIA HARPER-IHEM
8 Clerk of the Board

9
10 By _____
11 Deputy Clerk

12 APPROVED AS TO FORM:

13 GREGORY P. PRIAMOS
14 County Counsel

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16 By Dale A. Gardner
17 Deputy County Counsel

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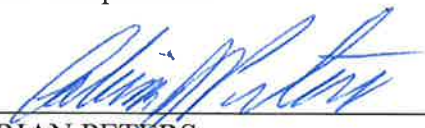
1 Date: _____

HOMELAND/ROMOLAND ADP, INC.,
a Delaware Corporation

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By _____


ADRIAN PETERS

Executive Committee Member

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7 Date: _____

By _____


MICHAEL D. O'DONNELL

Executive Committee Member

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Amendment No. 1

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Homeland/Romoland ADP Fee Credit Agreement

08/25/15

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