

## Amendment No.1 to Reimbursement Agreement

This Amendment No. 1 to the Reimbursement Agreement MA 080-18011290-1 (“**Amendment**”) is entered into as of \_\_\_\_\_, 202\_, by and between

The ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as “**DISTRICT**,”

And

The CITY OF CORONA, a municipal corporation, hereinafter referred to as “**CITY**,”

which are sometimes individually referred to as a “**PARTY**,” or collectively to as “**PARTIES**.”

Whereas, the Parties previously entered into that Reimbursement Agreement for the Santa Ana River Mainstem (“**Project**”) dated as of August 14, 2018 (“**Agreement**”), wherein the PARTIES committed to implementing work to protect, relocate or abandon certain utilities and roadways (jointly “**Facilities**”) as needed to accommodate construction of the Alcoa Dike (“**Dike**”) feature for the Project.

Whereas, the Parties desire to amend the Agreement to reflect the definition of non-compensable utility work being used by the U.S. Army Corps of Engineers (“**Corps**”); and to substitute the attached **Exhibit B** to this Amendment in place of the original Exhibit B (City of Corona Impacted Facilities), as set forth herein.

**NOW, THEREFORE**, in consideration of the above, the Parties agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms contained herein shall have the same meanings as given to them in the Agreement.
2. Change to Recital H in the Agreement. Recital H to the Agreement is hereby deleted in its entirety, and is replaced with the following:

*“H. The PARTIES further acknowledge UTILITY WORK on FACILITIES (i) located within CORPS/DISTRICT PROPERTY without the CITY having prior property right, title or interest as determined by the CORPS; or (ii) on property upon which the CITY has prior property right, title or interest, but which is considered by the CORPS to be a betterment; are deemed to be “non-compensable”(“**NON-COMPENSABLE UTILITY WORK**”), and the costs associated therewith shall not be borne by DISTRICT as they are the responsibility of CITY; and”*

3. Change to Exhibit B (City of Corona Impacted Facilities) to Agreement. The original Exhibit B (City of Corona Impacted Facilities) attached to the Agreement is hereby deleted in its entirety and is replaced by the attached Exhibit B to this Amendment.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Amendment and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF) or by other electronic means constitutes effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. This Amendment may be executed by the Parties by way of an electronic signatures, in which case, said electronic signatures shall have the same force and effect as a written signature.
5. No Other Changes; Ratification. Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect, and the Agreement, as amended, is hereby ratified by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first hereinabove written.

**CITY OF CORONA,**  
a municipal corporation

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

By: \_\_\_\_\_  
City Manager

**Attest:**

**APPROVED AS TO FORM  
CITY ATTORNEY  
CORONA, CALIFORNIA**

By: \_\_\_\_\_  
City Clerk                      Date

By: \_\_\_\_\_  
City Attorney                      Date

**ORANGE COUNTY FLOOD  
CONTROL DISTRICT,**  
a body corporate and politic

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

By: \_\_\_\_\_  
Director of OC Public Work or designee  
Pursuant to Minute Order 8/14/2018(#15)

**APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA**

By: \_\_\_\_\_  
Deputy                              Date

**Exhibit B**  
City of Corona Impacted Facilities

Project: Santa Ana River – Prado Dam

EXHIBIT B  
**ALCOA DIKE PROJECT**  
CITY OF CORONA IMPACTED FACILITIES  
CORONA, CALIFORNIA

ID	*EXISTING FACILITY	LOCATION	PROPOSED ACTION	Preliminary Opinion	
				Compensable	Not Compensable
2	Non-potable well and pneumatic tank	Crossing Dike Corps	Abandon		X
3	8-inch ACP water line	Crossing Dike Butterfield	Relocation		X
4	12-inch PVC reclaimed water line	Crossing Dike Butterfield	Abandon		X
6	24-inch D.I. Class 100 effluent line	Crossing Dike Butterfield	PIP		X
12	24-inch steel percolation pond effluent line	Crossing Dike Butterfield	Abandon		X
13	16-inch steel percolation pond effluent line	Crossing Dike Corps	Abandon		X
18	18-inch VCP sewer line	Crossing Dike City R/W	PIP	X	
22	12-inch CML-TW water line	Crossing Dike City R/W	PIP	X	
31	8-inch sewer line	Crossing Dike Auburndale	PIP		X
5	24-inch steel effluent line to Airport	Butterfield	Abandon		X
9	60" x 12" RCP storm drain drainage ditch	Butterfield/ Smith	Relocation		X
11	8-inch VCP sewer line (manhole)	Butterfield	Relocation		X
15	12-inch concrete irrigation pipe	Rincon	Abandon		X
16	36-inch effluent pipe	Rincon	Abandon		X
17	24" x 40" storm drain line	Rincon	Relocation	X	
19	12-inch VCP sewer line	Rincon	Relocation	X	
20	12-inch PVC water line	Rincon	Relocation	X	
21	18-inch sewer line	Rincon	PIP	X	
24	18-inch VCP sewer line	Rincon	PIP	X	
28	10-inch PVC water line	Rincon	PIP	X	
30	42-inch storm drain line	Auburndale	Relocation	X	
	Auburndale Street			X	
	Rincon Street			X	
	Butterfield Road				X

ID	PROPOSED FACILITY	LOCATION	PROPOSED ACTION	Preliminary Opinion	
				Compensable	Not Compensable
31	Rincon Street Left Turn Pocket	Rincon			X
32	Rincon Street/Butterfield Connector safety light	Rincon/ Butterfield Connector			X
33	Rincon Street/Butterfield Connector expanded turning radius	Rincon/ Butterfield Connector			X
34	18-inch RCP storm drain line and Catch Basin	Rincon/ Butterfield Connector	Relocation		X
35	Butterfield Drive/Butterfield Connector expanded turning radius	Butterfield Drive/ Butterfield Connector			X
36	Butterfield Drive/Butterfield Connector safety light	Butterfield Drive/ Butterfield Connector			X

**NOTE: All assessments are preliminary in nature and are subject to change based upon additional information.**