

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("**AGREEMENT**") is made this ____ day of _____, 2018 ("**EFFECTIVE DATE**"), by and between the City of Corona ("**CITY**"), a municipal corporation, and the Orange County Flood Control District ("**DISTRICT**"), a body corporate and politic in the State of California. CITY and DISTRICT are at times referred to herein individually as a "**PARTY**" and collectively as the "**PARTIES**."

RECITALS

A. Pursuant to that certain Water Resources Development Act of 1985, PL 99-662, enacted on November 17, 1986, the Secretary of the Army through the U.S. Army Corps of Engineers ("**CORPS**") and non-federal interested parties authorized the construction of certain flood control improvements on the Santa Ana River, California, which includes as a component, improvements to the Prado Dam and Basin and construction of the Prado Dam Separable Element of the Santa Ana River Mainstem Project ("**PROJECT**"); and

B. DISTRICT and the CORPS entered into a Project Cooperation Agreement ("**PCA**") dated February 11, 2003 and a Second Modification to the Local Cooperation Agreement dated February 24, 2003 for the construction of the PROJECT. In accordance with the PCA, DISTRICT serves as the Local Sponsor, responsible for performing necessary relocations and acquisitions of property rights for the PROJECT; the CORPS is the Federal Sponsor responsible for the preparation of plans, specifications, and estimates and construction administration for the PROJECT; and

C. The CORPS has raised the height of Prado Dam and made other improvements and modifications to related facilities that allow more water to be captured behind the dam, subsequently increasing the flooding elevation in areas behind the dam; and

D. The CORPS has determined, as part of the PROJECT, to construct an earthen dike roughly 7,500 feet in length with a height of over 34 feet referred to as the Alcoa Dike Feature ("**DIKE**") upon certain lands as shown on Exhibit A, (Location Map) which are predominantly owned by the CORPS ("**FEDERAL PROPERTY**") or DISTRICT ("**DISTRICT PROPERTY**") FEDERAL PROPERTY and DISTRICT PROPERTY are sometimes hereafter collectively referred to "**CORPS/DISTRICT PROPERTY**"; and

E. The DIKE is designed to protect private properties along the southeast corner of Rincon Street and Smith Avenue from potential effects of inundation and flooding due to the increased volume and elevation of the water behind the Prado Dam as a result of the PROJECT; and

F. CITY has various facilities including utilities and roadways (jointly "**FACILITIES**"), within the planned limits of the DIKE feature construction which require protection, relocation, or abandonment ("**UTILITY WORK**"); and

G. The PARTIES agree for those FACILITIES located on, over, upon or within CORPS/DISTRICT PROPERTY where CITY has vested, prior property right, title or interest CITY has a "*compensable*" interest as determined by the CORPS, and the performance of such UTILITY WORK ("**COMPENSABLE UTILITY WORK**"), and costs associated therewith shall be ultimately borne by DISTRICT as the Local Sponsor in accordance with the PCA; and

H. The PARTIES further acknowledge for those FACILITIES within CORPS/DISTRICT PROPERTY without the CITY having prior property right, title or interest the CITY's interests therein are "non-compensable" as determined by the CORPS, and the performance of such UTILITY WORK ("**NON-COMPENSABLE UTILITY WORK**"), and the costs associated therewith shall not be borne by DISTRICT as they are the responsibility of CITY; and

I. The PARTIES desire to enter into this AGREEMENT to set forth the terms to collaborate and complete all required UTILITY WORK timely to meet the CORPS' PROJECT schedule and to make payments and otherwise reimburse each other based upon whether such work and efforts concern a compensable or non-compensable interest (i.e. COMPENSABLE UTILITY WORK or NON-COMPENSABLE UTILITY WORK) and that PARTY's responsibility therefor as reflected on Exhibit B, (City of Corona Impacted Facilities) attached hereto; and

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises and agreements, CITY and DISTRICT agree as follows:

1. Incorporation of Recitals. The PARTIES agree that the Recitals constitute the factual basis upon which CITY and DISTRICT have entered into this AGREEMENT. CITY and DISTRICT each agree that the Recitals are accurate. The Recitals are fully incorporated herein by this reference.

2. PARTY Representative.

a) DISTRICT's OC Public Works Director, or an authorized designee, hereinafter referred to as "**DIRECTOR**," shall be DISTRICT's representative in all matters pertaining to this AGREEMENT.

b) CITY designates the CITY Manager, or any subsequently authorized designee to represent CITY in all matters pertaining to this AGREEMENT.

c) The DIRECTOR and CITY Manager hereinafter may collectively be referred to as the "**PARTIES REPRESENTATIVES**."

3. CITY's Responsibilities.

CITY shall:

a) Review plans, specifications and estimates ("**PS&E**") for UTILITY WORK in coordination with the DISTRICT in a timely manner to meet PROJECT deadlines.

b) Require that their contracts with A/E contractor(s) to perform UTILITY WORK include terms that the CITY's contractor indemnify and hold DISTRICT and the CORPS harmless, unless otherwise agreed upon in writing by the PARTIES REPRESENTATIVES.

c) Obtain DIRECTOR's prior written approval of PS&E, construction contracts, change orders, right-of-way acquisitions and related permits for UTILITY WORK performed by the CITY unless otherwise agreed upon in writing by the DIRECTOR.

d) Prior to issuance of a Notice to Proceed for performance of UTILITY WORK or performance of any UTILITY WORK on behalf of CITY, require CITY's contractors to obtain and maintain insurance coverage which names the DISTRICT, County of Orange and CORPS as additional insured, with evidence of such coverage to the DIRECTOR's satisfaction, unless otherwise agreed upon in writing by the DIRECTOR.

e) Require UTILITY WORK performed on CITY's behalf to comply with approved PS&E and all legal, regulatory state and federal requirements.

f) Ensure work that CITY authorizes or permits pursuant to this AGREEMENT will not sever DISTRICT or CORPS' access to flood protection features or facilities to perform routine and emergency work on CORPS/DISTRICT PROPERTY.

g) Cooperate with DISTRICT to phase implementation of UTILITY WORK to minimize disruptions to the public, avoid redundancies among the PARTIES and maximize efficiencies in furtherance of the PROJECT.

h) Assign a qualified inspector to continuously monitor, review and oversee UTILITY WORK performed by DISTRICT or DISTRICT contractors to ensure that work is performed in a good and competent manner and in compliance with all City design standards and applicable federal, state and local rules and regulations, standards, policies, practices and guidelines.

i) Maintain, keep and provide detailed and accurate financial records of all CITY's costs associated with completing COMPENSABLE UTILITY WORK performed by CITY or CITY contractors to be used as a basis for reimbursement by DISTRICT.

j) Send DISTRICT periodic accountings, at least on a quarterly basis, of CITY's costs incurred to perform COMPENSABLE UTILITY WORK previously approved by the DIRECTOR in writing. Accounting shall be provided per utility and/or feature with reference to its corresponding facility identification number as shown on Exhibit B and include documents substantiating charges. DISTRICT shall make payments upon thirty (30) days of receipt of written request for payment with a supporting account statement.

k) Provide the DIRECTOR upon request reports, inspection records, or documents, including right-of-way maps and legal descriptions needed to support UTILITY WORK.

l) Coordinate with DISTRICT and obtain the DIRECTOR's prior written concurrence to any property interest or right transaction in the PROJECT limits; including but not limited to, proposed new easements, right of entry, temporary construction easements or amendments to existing easements, license or use agreements.

m) Be responsible for and pay all costs and expenses associated with NON-COMPENSABLE UTILITY WORK as indicated on Exhibit B; including but not limited to, cost for DISTRICT's review, design, construction, change orders, and all permits as necessary in accordance with the terms of this AGREEMENT.

n) Within thirty (30) days of an acceptable written invoice, pay and/or reimburse DISTRICT for all NON-COMPENSABLE UTILITY WORK performed by DISTRICT and/or CORPS. Costs include but are not limited to plan review, design, construction, change orders, and obtaining all permits as necessary. Construction costs shall be the lowest responsive and responsible bid as determined by CORPS.

o) Require that any and all labor and materials bonds and performance bonds required to be supplied by the CITY's contractor include DISTRICT as a named obligee on said bonds; and do not release any such bond held by the CITY until DIRECTOR has approved in writing that the related COMPENSABLE UTILITY WORK has been completed in accordance with approved PS&E.

p) Upon completion of any UTILITY WORK by the CITY provide DISTRICT with as-built plans for such work.

4. DISTRICT's Responsibilities.

DISTRICT shall:

a) Review PS&E for UTILITY WORK in coordination with the CITY in a timely manner to meet PROJECT deadlines.

b) Require that their contracts with A/E contractor(s) to perform UTILITY WORK include terms that the DISTRICT's contractor indemnify and hold CITY harmless, unless otherwise agreed upon in writing by the PARTIES REPRESENTATIVES.

c) Be responsible for and pay all costs and expenses associated with COMPENSABLE UTILITY WORK. Costs include, but are not limited to CITY's plan review, design, construction, change orders, right of way acquisitions and obtaining all permits as necessary in accordance with the terms of this AGREEMENT.

d) Within thirty (30) days of an acceptable written invoice, reimburse CITY's cost incurred for all COMPENSABLE UTILITY WORK performed by CITY. Costs include, but are not limited to plan review, design, construction, change orders, and obtaining all permits as necessary. Construction costs shall be the lowest responsive and responsible bid as determined by CITY.

e) Require that any and all labor and materials bonds and performance bonds required to be supplied by the DISTRICT's contractor include CITY as a named obligee on said bonds; and do not release any such bond held by the DISTRICT until the CITY Manager has approved in writing that the related NON-COMPENSABLE UTILITY WORK has been completed in accordance with approved PS&E.

f) Obtain CITY Manager's prior written approval of PS&E, construction contracts, change orders, right-of-way acquisitions and related permits for UTILITY WORK to be completed by DISTRICT/CORPS.

g) Maintain, keep and provide detailed and accurate financial records of all DISTRICT'S costs associated with completing NON-COMPENSABLE UTILITY WORK performed by DISTRICT or DISTRICT contractors to be used as a basis for reimbursement by CITY.

h) Send CITY periodic accountings, at least on a quarterly basis, of DISTRICT's costs incurred on NON-COMPENSABLE UTILITY WORK. Accounting shall be provided per utility and/or feature with reference to its corresponding facility identification number as shown on Exhibit B and include documents substantiating charges. CITY shall make payments upon thirty (30) days of receipt of written request for payment and supporting account statement.

i) Provide the CITY Manager upon request reports, inspection records, or documents, including right-of-way maps and legal descriptions needed to support UTILITY WORK.

j) Require UTILITY WORK performed on CORPS/DISTRICT's behalf to comply with approved PS&E, CITY design standards, and all applicable legal, regulatory state and federal requirements.

k) Prior to issuance of a Notice to Proceed to perform UTILITY WORK or to perform work on any of CITY'S FACILITIES, require its contractors to obtain and maintain insurance coverage which names the CITY as additional insured, with evidence of such coverage to the CITY Manager's satisfaction unless otherwise agreed upon in writing by the CITY Manager.

l) Cooperate with the CITY to phase implementation of UTILITY WORK to minimize disruptions to the public, maintain access to the Corona Municipal Airport and Butterfield Park, avoid redundancies among the PARTIES and maximize efficiencies in furtherance of the PROJECT.

m) Assign a qualified inspector to provide quality control oversight of UTILITY WORK performed by the CITY and who will inform the CITY's resident engineer assigned to such work of any DISTRICT noted deviations from approved PS&E.

n) Provide to the CITY not less than fourteen (14) days advance notice prior to UTILITY WORK construction to allow CITY time to schedule inspection oversight of work performed on CITY utilities and facilities as required in Section 3.h).

o) Upon completion of any UTILITY WORK by the CORPS/DISTRICT provide CITY with as-built plans for such work.

p) With respect to any concurrence required to be obtained from DISTRICT, including, but not limited to, concurrence related to property interests or property right transactions provided for in Section 3.c) above, make diligent efforts to review and provide concurrence or requested revisions within twenty-one (21) calendar days of CITY'S request.

5. Term. This AGREEMENT shall remain in full force and effect through satisfaction of the PARTIES' obligations set forth herein, or until the CORPS' PROJECT is completed, whichever is later; provided, however, that the obligations described in Section 12 (Indemnification) shall continue to apply in perpetuity to all causes of action or other claims in law or equity that result out of the PARTIES actions pursuant to this AGREEMENT, performance of the PROJECT and/or UTILITY WORK contemplated herein. This AGREEMENT may be extended upon mutual written agreement by the DIRECTOR and CITY Manager. If PARTIES execute this AGREEMENT on different dates, the later date shall control for purposes of establishing the commencement date of this AGREEMENT.

6. Remedies Upon Default. An event of default shall be deemed to exist upon the occurrence of all three of the following:

a) Either CITY or DISTRICT has, without legal justification, breached any one or more of its obligations under this AGREEMENT; and

b) The non-defaulting PARTY has sent written notice to the defaulting PARTY specifying the default and what actions the non-defaulting PARTY asserts should be taken to immediately remedy the alleged default; and

c) The defaulting PARTY has not, within ten (10) days following receipt of the written notice described above, either corrected the default or taken actions, reasonably satisfactory to the non-defaulting PARTY, to remedy the default within a reasonable period of time, but in no event longer than thirty (30) days after receipt of the written notice described above.

Following an event of default, the non-defaulting PARTY may exercise any and all remedies available to it pursuant to this AGREEMENT, or at law or in equity, including, without limitation, instituting an action for damages, injunctive relief, or specific performance.

7. Hazardous Material. Each PARTY shall promptly report to the other PARTY and the PARTY REPRESENTATIVES in writing reporting any spills, fires, revocation of permits, receipts of notices of violation, reports, or other incidents involving any hazardous or toxic substance, material, or waste as defined by statute, ordinance, case law, governmental regulation or other provision of the law or which is or shall become regulated by any governmental entity or agency ("**HAZARDOUS MATERIALS**") which is, or becomes, located upon, within or under the PROJECT limits (including in the soil and/or in the groundwater within the area) due to operations, including, but not limited to: (i) all required reports of spills, storage, use or existence of HAZARDOUS MATERIALS, including notices of any release of HAZARDOUS MATERIALS required by Superfund, EPCRA, California Health & Safety Code Section 25359.7, or any other applicable law or regulation; (ii) all spills and other releases of HAZARDOUS MATERIALS; (iii) all fires; (iv) all notices of suspension or revocation of any permits, (v) all notices of violation from Federal, state or local authorities; (vi) all orders under the Hazardous Waste Control Act and the Hazardous Substance and Account Act, and the corresponding Federal statutes concerning investigations, compliance schedules, cleanup or other remedial action; (vii) all orders under the Porter-Cologne Act, including corrective action orders, cease and desist orders, or cleanup and abatement orders; (viii) all notices of violation from OSHA or Cal-OSHA concerning employees' exposure to HAZARDOUS MATERIALS; and (ix) all complaints and other pleadings filed related to the use, storage, disposal or release of HAZARDOUS MATERIALS on or from any of the FACILITIES.

8. Non-waiver of Rights or Remedies. The failure of a PARTY to exercise any one or more of its rights or remedies under this AGREEMENT shall not constitute a waiver of that PARTY's right to enforce that right or seek that remedy in the future. No course of conduct or act of forbearance on any one or more occasions by any PARTY to this AGREEMENT shall preclude that PARTY from asserting any right or remedy available to it in the future. No course of conduct or act of forbearance on any one or more occasions shall be deemed to be an implied modification of the terms of this AGREEMENT.

9. Assignability. This document may not be assigned by either PARTY without the express written consent of the other PARTY, which consent shall not be unreasonably withheld or delayed. Any attempted assignment of this AGREEMENT not in compliance with the terms of this AGREEMENT shall be null and void and shall confer no rights or benefits upon the assignee.

10. Complete Agreement/No Oral Modifications. This AGREEMENT constitutes the complete statement of the terms and conditions of this AGREEMENT and understanding between the CITY and DISTRICT and it supersedes all other prior or contemporaneous written or oral agreements, representations or understandings pertaining to the subject matter of this AGREEMENT. This AGREEMENT may be modified, but only by written amendment signed by both CITY and DISTRICT.

11. Binding Upon Successors. This AGREEMENT and each of its terms shall be binding upon CITY, DISTRICT and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

12. Indemnification. CITY acknowledges the CORPS/DISTRICT PROPERTY may be subject to all hazards associated with flood conditions. As to CITY's activities under this agreement within or about the CORPS/DISTRICT PROPERTY, CITY agrees to assume all risks, financial or otherwise, associated with such flood conditions.

To the fullest extent permitted by law, CITY shall defend (at CITY's sole cost and expense with legal counsel reasonably acceptable to DISTRICT), indemnify, protect, and hold harmless DISTRICT, the County of Orange and the CORPS, their elected and appointed officials, officers, employees, agents, and those special districts and agencies which DISTRICT's Board of Supervisors acts as the governing Board (collectively and individually the "**DISTRICT INDEMNIFIED PARTIES**"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, tortious, contractual, condemnation, inverse condemnation, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "**CLAIMS**"), including but not limited to CLAIMS arising from injuries to or death of persons (CITY's officers, directors, employees, contractors, invitees and agents included), for damage to property or from any violation of any federal, state, or local law or ordinance, alleged to be proximately caused by the negligent acts, omissions or willful misconduct of CITY, or any of the CITY INDEMNIFIED PARTIES, as defined below, and their invitees in connection with or arising out of UTILITY WORK as contemplated herein, or the CITY's breach of this AGREEMENT.

To the fullest extent permitted by law, DISTRICT shall defend (at DISTRICT's sole cost and expense with legal counsel reasonably acceptable to CITY), indemnify, protect, and hold harmless CITY, and its elected and appointed officials, officers, employees and agents (collectively and individually the "**CITY INDEMNIFIED PARTIES**"), from and against any and all CLAIMS, including but not limited to CLAIMS arising from injuries to or death of persons (DISTRICT's officers, directors, employees, and agents included), from property damage or from any violation of any federal, state, or local law or ordinance, alleged to be proximately caused by the negligent acts, omissions, or willful misconduct of DISTRICT or any of the DISTRICT INDEMNIFIED PARTIES, as defined above, and their invitees in connection with or arising out of the of UTILITY WORK as contemplated herein, or DISTRICT's breach of this AGREEMENT.

Provided, however, that neither PARTY shall have an obligation to defend, indemnify and hold harmless the other PARTY if the CLAIMS and suits brought against that PARTY are the result of the sole negligence, actions or omissions of that PARTY.

If judgment is entered against CITY and DISTRICT by a court of competent jurisdiction because of the concurrent active negligence of CITY and DISTRICT, the PARTIES agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

13. Attorneys' Fees. In the event that any legal or equitable action or proceeding, including arbitration, is commenced by either CITY or the DISTRICT against the other to enforce or interpret this AGREEMENT, each Party shall bear its own attorneys' fees, litigation and

collection expenses, witness fees, court costs, filing fees, service fees, deposition costs, and arbitration costs; unless specifically authorized by statute.

14. Jurisdiction and Venue. This AGREEMENT is executed and is to be performed in the City of Corona, Riverside County, California, and any action or proceeding brought relative to this AGREEMENT shall be heard in the appropriate court in the County of Riverside, California. CITY and DISTRICT each consent to the personal jurisdiction of the court in any such action or proceeding.

15. Time is of the Essence. Except as otherwise expressly stated, time is of the essence in the performance of every act required pursuant to this AGREEMENT.

16. Covenant of Further Assurances. CITY and DISTRICT shall take all other actions and execute all other documents, which are reasonably necessary to effectuate this AGREEMENT.

17. Interpretation. CITY and DISTRICT agree that this AGREEMENT is the product of mutual negotiations and is an arms-length transaction. Each PARTY has negotiated this AGREEMENT with the advice and assistance of legal counsel of its own choosing.

It is further agreed that this document is a product of mutual drafting efforts by both the CITY and DISTRICT and, accordingly, the rule that ambiguities in a document shall be construed against the drafter of the document shall have no application to this AGREEMENT. In construing and interpreting this AGREEMENT, the finder of fact shall give effect to the mutual intention of the CITY and DISTRICT, notwithstanding such ambiguity, and may refer to the facts and circumstances under which this AGREEMENT is made and such other extraneous evidence as may assist the finder of fact in ascertaining the intent of the CITY and DISTRICT.

18. Severability. If any term or provision of this AGREEMENT is found to be invalid or unenforceable, CITY and DISTRICT both agree that they would have executed this AGREEMENT notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the AGREEMENT and the remainder of the AGREEMENT may be enforced in its entirety.

19. Headings. The headings of each Section are for the purpose of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

20. Representations and Authority. Each individual party signing this AGREEMENT on behalf of a PARTY hereby represents and warrants to the other PARTY that all necessary legal prerequisites to that party's execution of this AGREEMENT have been satisfied and that he or she has been authorized to sign this AGREEMENT and bind the PARTY on whose behalf he or she signs.

21. Notices. Notices required under this AGREEMENT shall be sent to the following:

If to CITY: Vernon R. Weisman, P.E.
 Public Works Department
 City of Corona
 400 S. Vicentia Avenue, Ste. 215
 Corona, CA 92882
 Facsimile No. (____) _____

If to DISTRICT: Shane L. Silsby
Director, OC Public Works
County of Orange
P. O. Box 4048
Santa Ana, CA 92702-4048
Facsimile No. (714) 967-0876

Notices given pursuant to this AGREEMENT shall be deemed received as follows:

- a) United States Mail: Five (5) days after deposit into the United States Mail, first class postage prepaid.
- b) Facsimile: Upon transmission and actual receipt by the receiving party.
- c) Express courier service or hand delivery: On date of receipt by receiving party.

The addresses for notices set forth in this Section 20 may be changed upon written notice of such change to either CITY or DISTRICT, as appropriate.

21. Days. Unless otherwise specified to the contrary, "days" in this AGREEMENT shall mean calendar days, and shall not mean business days.

22. Execution in Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this AGREEMENT, the PARTIES may execute and exchange by telephone facsimile counterparts of the signature pages.

23. Exhibits: This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto:

- a) Exhibit A Location Map
- b) Exhibit B City of Corona Impacted Facilities

IN WITNESS WHEREOF, each PARTY hereto has executed this AGREEMENT by its duly authorized representatives as of the date set forth below.

CITY OF CORONA,
a municipal corporation

Date: _____

By: _____
City Manager

ATTEST

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

By: _____
City Clerk Date

By:  7-30-18
City Attorney Date

ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic in the State
of California

Date: _____

By: _____
Chairman, Board of Supervisors

**SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIRMAN
OF THE BOARD**

ATTEST

**APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

By: _____
ROBIN STIELER
Clerk of the Board of Supervisors of
the Orange County Flood Control District,
Orange County, California

By: _____
Deputy Date

IN WITNESS WHEREOF, each PARTY hereto has executed this AGREEMENT by its duly authorized representatives as of the date set forth below.

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 in the State
of California

Date: _____

By: _____
Chairman, Board of Supervisors

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIRMAN
OF THE BOARD

ATTEST

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____
ROBIN STIELER
Clerk of the Board of Supervisors of
the Orange County Flood Control District,
Orange County, California

By: Justin A. Ash 7/25/18
Deputy Date

EXHIBIT A

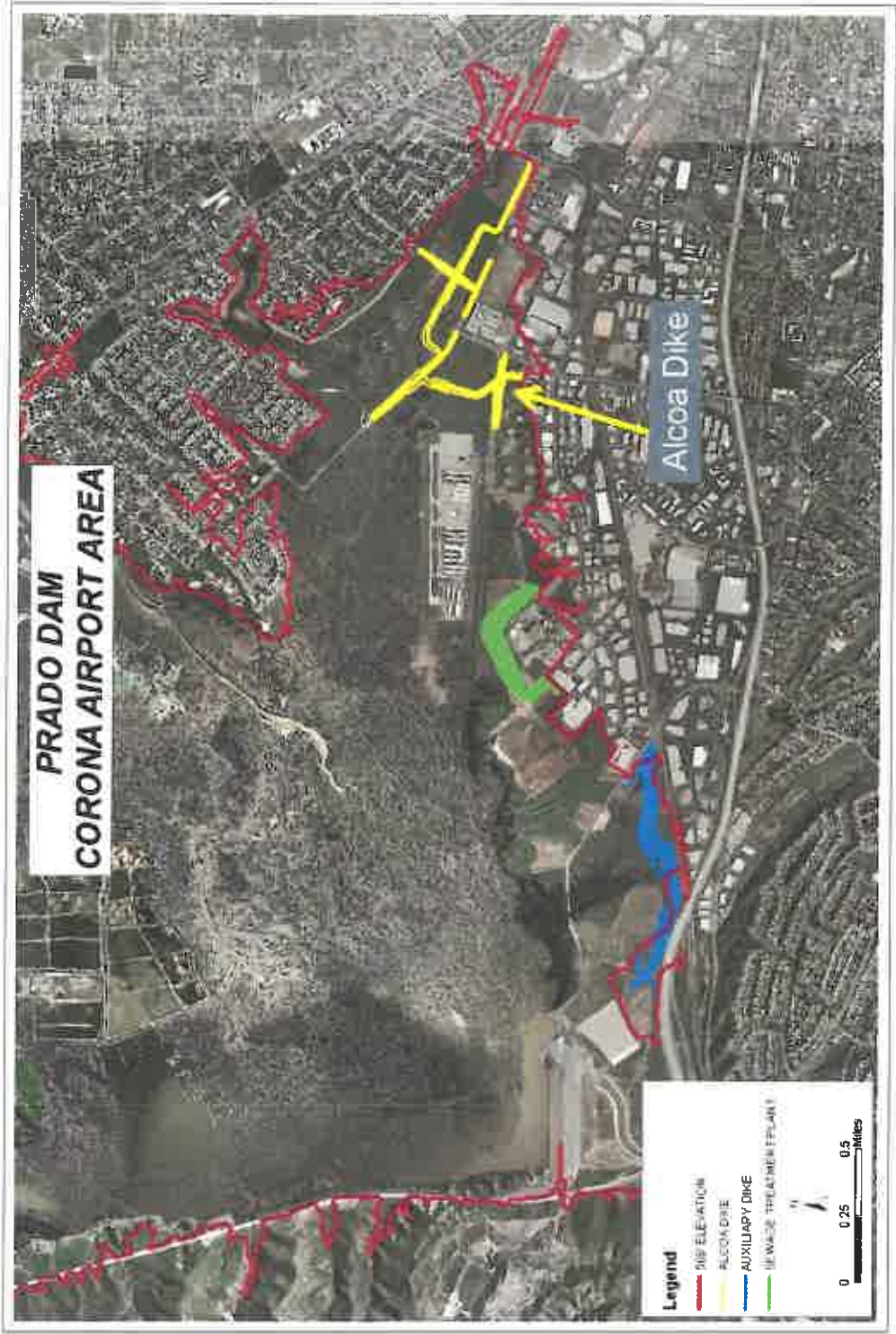


EXHIBIT B

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

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