

**AGREEMENT**

This agreement, hereinafter referred to as "AGREEMENT" and for purposes of identification hereby numbered **MA-080-17012201** and dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("**EFFECTIVE DATE**") is

BY and BETWEEN

ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "FLOOD DISTRICT,"

AND

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a body corporate and politic, hereinafter referred to as "PARK DISTRICT,"

Which are sometimes individually referred to as "PARTY," or collectively referred to as "PARTIES."

**RECITALS**

**WHEREAS**, the Water Resources Development Act of 1986, P.L. 99-662 authorized construction of certain flood control improvements on the Santa Ana River and Santiago Creek, California, which includes as a component, improvements to the Prado Dam and Basin ("PRADO DAM"); and

**WHEREAS**, improvements to PRADO DAM include the Phase II construction of the Auxiliary Embankment, adding on roughly 640 feet of length and about 25 feet of height onto an existing earth embankment, all within and adjacent to approximately 18.2 acres of land owned in fee title by the FLOOD DISTRICT in the City of Corona ("CITY"), hereinafter referred to as "PROJECT"; and

**WHEREAS**, FLOOD DISTRICT is the Local Sponsor of PROJECT with the United States Army Corps of Engineers ("CORPS") being responsible for the preparation of PROJECT plans, specifications, and estimates and construction administration; and

**WHEREAS**, PARK DISTRICT desires to supplement the PROJECT with an alternate maintenance and access ramp for FLOOD DISTRICT as shown in the attached Exhibit A and incorporated by this reference hereinafter referred to as "BETTERMENT," that could possibly, upon receipt of all requisite approvals, be modified by PARK DISTRICT in the future with installation of class 1 multi-use trail improvements, and

**WHEREAS**, PARK DISTRICT acknowledges, should it desire to seek approval to use Betterment as a class 1 multi-use trail in the future, it will need to request and obtain the necessary future approvals from FLOOD

1 DISTRICT AND CORPS; and

2       **WHEREAS**, it is understood by PARK DISTRICT that construction of BETTERMENT and implementation of  
3 this AGREEMENT does not ensure future approval by FLOOD DISTRICT or by CORPS for any modifications or use  
4 of BETTERMENT to allow the incorporation of trail features and components; and that any future request for  
5 approval of such use or modifications will require PARK DISTRICT to provide the appropriate environmental  
6 documentation to demonstrate compliance with CEQA and/or NEPA;

7       **WHEREAS**, it is understood by PARK DISTRICT that regardless of whether PARK DISTRICT's future  
8 request for trail use is approved or not approved by the CORPS or FLOOD DISTRICT, the PARK DISTRICT shall  
9 not be entitled to be reimbursed for its expenses related to BETTERMENT nor any funding pursuant to this  
10 AGREEMENT; and

11       **WHEREAS**, PARTIES desire to enter into this AGREEMENT to delineate the PARTIES' respective roles  
12 and responsibilities for administration of funds, design, and construction of BETTERMENT; and

13       **WHEREAS**, it is understood by PARTIES that the preeminent use of the property serving the PROJECT is  
14 for flood control purposes; and

15       **WHEREAS** the BETTERMENT is beneficial to the PROJECT for access purposes independent of a  
16 potential future use as a trail; and

17       **WHEREAS**, PARK DISTRICT will provide the design plans for BETTERMENT as an addendum to the  
18 PROJECT plans; and

19       **WHEREAS**, FLOOD DISTRICT is willing to request the CORPS review and incorporate the BETTERMENT  
20 plans as an addendum to the PROJECT plans, prepare the specifications and estimates, and administer the  
21 construction contract for BETTERMENT; and

22       **WHEREAS**, FLOOD DISTRICT is willing to review the plans for BETTERMENT with respect to compatibility  
23 with flood control purposes; and

24       **WHEREAS**, FLOOD DISTRICT is willing to facilitate and pass through the funds from PARK DISTRICT to  
25 the CORPS that is needed to complete BETTERMENT, hereinafter referred to as BETTERMENT FUND.

26

**NOW, THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

**1. RECITALS**

The recitals set forth above are incorporated herein by this reference.

**2. PURPOSE**

The purpose of this AGREEMENT is to establish the terms and conditions between the PARTIES for implementation of the design and construction of BETTERMENT.

**3. PROJECT COORDINATION**

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

b. PARK DISTRICT's General Manager, or an authorized designee, hereinafter referred to as "PARK DISTRICT REPRESENTATIVE," shall be PARK DISTRICT's representative in all matters pertaining to this AGREEMENT.

**4. PERIOD OF PERFORMANCE AND TERMINATION**

The term of this AGREEMENT shall commence upon the EFFECTIVE DATE. Thereafter, the AGREEMENT shall remain in effect until BETTERMENT has been duly accepted by the FLOOD DISTRICT REPRESENTATIVE in accordance with approved plans. Once CORPS is contractually obligated to a contractor for construction of the BETTERMENT, or funds for construction of the BETTERMENT have been transferred to CORPS, whichever happens sooner, this AGREEMENT may not be terminated until the BETTERMENT is completed.

**5. PARK DISTRICT RESPONSIBILITIES**

a. Upon FLOOD DISTRICT's request and based upon an engineer's estimate of BETTERMENT, which shall include a portion of any associated right-of-way acquisition costs and expense to obtain regulatory and permit approvals specific to the BETTERMENT, PARK DISTRICT shall provide to FLOOD DISTRICT the requested funds within thirty (30) calendar days. FLOOD

1 DISTRICT shall manage this deposit as prescribed in Paragraph 6.a.

2 b. PARK DISTRICT, upon notification of the lowest bidder's bid amount for the BETTERMENT by  
3 FLOOD DISTRICT, will within 5 business days notify FLOOD DISTRICT if it wishes to have  
4 CORPS construct the BETTERMENT. Failure to provide timely notification will result in the  
5 BETTERMENT not being constructed.

6 c. PARK DISTRICT may at its discretion, at no cost to FLOOD DISTRICT and CORPS, furnish a  
7 resident engineer during construction of the BETTERMENT portion of PROJECT. PARK  
8 DISTRICT's resident engineer's access to the PROJECT site shall be subject to meeting all  
9 CORPS regulations as dictated by CORPS' resident engineer. PARK DISTRICT shall be  
10 entitled to consult and cooperate with CORPS' resident engineer, ensure conformance of the  
11 construction of BETTERMENT with the approved plans and specifications and provide review  
12 and approval for any change orders. However, after consultation and cooperation with PARK  
13 DISTRICT, the decision of CORPS' resident engineer regarding all matters involving the  
14 construction of BETTERMENT shall be final.

15 d. Subject to Paragraph 5.b. above, PARK DISTRICT shall be responsible for payment of all  
16 approved change orders for BETTERMENT portion of PROJECT. All change orders shall be  
17 subject to review, consultation and concurrence by PARK DISTRICT REPRESENTATIVE prior  
18 to their execution and implementation, however, PARK DISTRICT's decision regarding change  
19 orders shall be subordinate to CORPS' resident engineer's decision, which shall be final.  
20 Subject to this paragraph and the paragraph above, PARK DISTRICT shall pay the costs for all  
21 approved change orders within thirty (30) days after receipt of a written request for payment  
22 from FLOOD DISTRICT. Documentation for change order requests pertaining to the  
23 BETTERMENT shall be provided to PARK DISTRICT.

24 e. PARK DISTRICT shall pay funds to FLOOD DISTRICT, in addition and separate from funds  
25 referenced in Paragraph 5.a., herein, hereinafter referred to as "ADMINISTRATION FUND" to  
26 pay for reasonable costs and expenses incurred by FLOOD DISTRICT in the performance of

1 this AGREEMENT. PARK DISTRICT shall make an initial deposit with FLOOD DISTRICT of  
2 fifty thousand dollars (\$50,000) towards ADMINISTRATION FUND and PARK DISTRICT shall  
3 deposit additional funds for ADMINISTRATION FUND quarterly, within thirty (30) calendar days  
4 of receipt of written request for replenishment of ADMINISTRATION FUND from FLOOD  
5 DISTRICT. FLOOD DISTRICT shall include documentation and justification with all requests for  
6 replenishment of the ADMINISTRATION FUND.

7 f. PARK DISTRICT shall obtain all necessary approvals and permits, licenses, leases and/or  
8 outgrants as may be required for any modifications of BETTERMENT during the PROJECT  
9 construction. PARK DISTRICT shall obtain all permits at no cost to FLOOD DISTRICT,  
10 including paying all incidental processing, reporting and/or administrative charges (as well as for  
11 any amendments, re-application fees, etc.), as required by, but not limited to, the following  
12 agencies and jurisdictions:

- 13 1) Orange County Flood Control District
- 14 2) Orange County Property Permits
- 15 3) United States of America, Department of the Army
- 16 4) U.S. Army Corps of Engineers
- 17 5) City of Corona

18 **6. FLOOD DISTRICT RESPONSIBILITIES**

- 19 a. FLOOD DISTRICT shall directly transfer all BETTERMENT FUND amounts received from  
20 PARK DISTRICT to CORPS for the design and construction of BETTERMENT, if PARK  
21 DISTRICT elects to proceed with the BETTERMENT after bid opening.
- 22 b. FLOOD DISTRICT shall deposit all ADMINISTRATION FUND payments from PARK DISTRICT  
23 in a non-interest bearing deposit account, and use said funds to cover its administrative costs  
24 and provide quarterly and annual accounting in a manner acceptable to both FLOOD DISTRICT  
25 and PARK DISTRICT, within thirty (30) calendar days after the end of each quarter and sixty  
26 (60) calendar days after the end of each fiscal year.

- 1 c. FLOOD DISTRICT shall require CORPS to list the BETTERMENT as a deletable construction  
2 item in the PROJECT bid documents. If CORPS does not list the BETTERMENT as a deletable  
3 item, this AGREEMENT may be terminated by either PARTY.
- 4 d. After bid opening for PROJECT, FLOOD DISTRICT will notify PARK DISTRICT of the line item  
5 bid price for construction of the BETTERMENT. If PARK DISTRICT elects to proceed and if the  
6 total BETTERMENT FUND required for BETTERMENT portion of PROJECT, as set forth in the  
7 lowest responsible bid, as determined by the CORPS, plus CORPS' and design and  
8 administrative costs and contingencies, exceed the fund remitted to FLOOD DISTRICT by  
9 PARK DISTRICT, written justification supporting such excess amount shall be provided by  
10 FLOOD DISTRICT to PARK DISTRICT prior to the award of the PROJECT contract by the  
11 CORPS to the successful bidder. After it receives, reviews, and approves of such written  
12 justification, PARK DISTRICT shall provide such excess amount with FLOOD DISTRICT within  
13 sixty (60) calendar days of the receipt of a request for payment from FLOOD DISTRICT.  
14 For any BETTERMENT change order requiring funds which exceed that held in the  
15 BETTERMENT FUND, PARK DISTRICT shall remit payment to FLOOD DISTRICT within sixty  
16 (60) days of request for payment from FLOOD DISTRICT.
- 17 e. If the successful bid is such that total BETTERMENT FUND required to implement  
18 BETTERMENT is less than PARK DISTRICT's initial deposit payment, FLOOD DISTRICT shall  
19 refund the difference to PARK DISTRICT within sixty (60) calendar days after the date the  
20 contract is awarded to the successful bidder.
- 21 f. FLOOD DISTRICT shall request that the CORPS require in the PROJECT specifications that all  
22 persons or entities hired to perform the work contemplated by this AGREEMENT to obtain, and  
23 require their subcontractors to obtain, insurance of the types and in the amounts satisfactory to  
24 both FLOOD DISTRICT and PARK DISTRICT prior to construction.
- 25 g. After completion of PROJECT, FLOOD DISTRICT shall provide to PARK DISTRICT a final  
26 written accounting of BETTERMENT FUND for the BETTERMENT portion of PROJECT

1 provided by the CORPS, and reconcile the amount deposited by PARK DISTRICT.

- 2 h. After completion of PROJECT, FLOOD DISTRICT shall provide to PARK DISTRICT a final
- 3 written accounting of ADMINISTRATION FUND and refund any amount remaining in
- 4 ADMINISTRATION FUND as indicated by FLOOD DISTRICT's annual accounting within thirty
- 5 (30) calendar days of the date of the completion of final accounting.
- 6 i. FLOOD DISTRICT shall review plans and specifications for BETTERMENT portion of
- 7 PROJECT for compatibility with FLOOD DISTRICT's use.

8 **7. NOTICES**

- 9 a. Notices or other communications which may be required or provided under the terms of this
- 10 AGREEMENT shall be given as follows:

11  
12 FLOOD DISTRICT: Director,  
13 OC Public Works  
14 County of Orange  
15 P. O. Box 4048  
16 Santa Ana, CA 92702-4048  
17 Facsimile No. (714) 967-0876

18 PARK DISTRICT: General Manager  
19 Riverside County Regional Park and Open-Space District  
20 4600 Crestmore Road  
21 Riverside, CA 92509-6858  
22 Facsimile No. (951) 955-4305

- 23 b. All notices shall be in writing and deemed effective when delivered in person or on the second
- 24 business day after deposit in the United States mail, first class, postage prepaid and addressed
- 25 as above. Notwithstanding the above, the PARTIES may also provide notices by facsimile
- 26 transmission, and any such notice so given shall be deemed to have been given upon receipt
- during normal business hours or in the event of receipt after business hours, the following
- business day. Any notices, correspondence, reports and/or statements authorized or required
- by this AGREEMENT, addressed in any other fashion shall be deemed not given.
- c. Either PARTY hereto may change its address to which notices are to be sent by giving written

1 notice of such change to the other PARTY.

2 **8. INDEMNIFICATION**

3 a. Indemnification by PARK DISTRICT

4 PARK DISTRICT hereby agrees to indemnify, defend (with counsel approved in writing by  
5 DISTRICT), and hold harmless FLOOD DISTRICT, County of Orange ("COUNTY") and the  
6 elected or appointed officers, employees, agents and authorized representatives of FLOOD  
7 DISTRICT and/or COUNTY ("FLOOD DISTRICT/COUNTY INDEMNITEES") from any and all  
8 losses, injuries, liability, damages, claims, costs and expenses (including attorneys' fees and  
9 court costs), incurred by or made against FLOOD DISTRICT, COUNTY, or any FLOOD  
10 DISTRICT/COUNTY INDEMNITEES arising out of or resulting from (i) any breach of this  
11 AGREEMENT by PARK DISTRICT, and/or any claims related to or arising out of this  
12 AGREEMENT, including but not limited to compliance with CEQA and/or NEPA, (ii) the willful  
13 misconduct or negligent acts or omissions of PARK DISTRICT and/or PARK DISTRICT  
14 INDEMNITEES (as defined below) in connection with the performance of this AGREEMENT,  
15 (iii) the materials, workmanship, or other things employed in performing the construction of  
16 BETTERMENT, or (iv) injury to or death of any person or persons (including but not limited to  
17 workmen, members of the public, PARK DISTRICT employees, or contractors of PARK  
18 DISTRICT or subcontractors), or damage to adjoining or other property, resulting from the  
19 design, construction, and/or operation of BETTERMENT; provided, however, that the  
20 indemnification provided by this subparagraph shall not operate to relieve FLOOD DISTRICT or  
21 COUNTY from any loss, injury, liability, damages, claims, costs or expenses to the extent  
22 determined by a court of competent jurisdiction to have been proximately caused by the willful  
23 misconduct or negligent acts or omissions of FLOOD DISTRICT, COUNTY, or the FLOOD  
24 DISTRICT/COUNTY INDEMNITEES, or the contractors, agents, employees, representatives,  
25 invitees, licensees or guests of any of them. Approval by FLOOD DISTRICT of PARK  
26 DISTRICT's construction plans for BETTERMENT improvements shall not relieve PARK



1 DISTRICT of any obligation described in this paragraph. As used in this subparagraph and  
2 subparagraph (b), below, the term "PARK DISTRICT INDEMNITEES" shall include any of the  
3 elected or appointed officers, employees, agents or official representatives of the PARK  
4 DISTRICT.

5 b. Risk Acceptance and Indemnification by PARK DISTRICT

6 PARK DISTRICT acknowledges that the principal purpose of PROJECT is for flood control  
7 purposes. PARK DISTRICT, on behalf of itself and its indemnitees, licensees and guests,  
8 waives and releases FLOOD DISTRICT and COUNTY from all claims for damage to or  
9 destruction of BETTERMENT and interruption of any PARK DISTRICT operations and use of  
10 BETTERMENT, by actions of FLOOD DISTRICT for flood control purposes, including but not  
11 limited to flooding, overflow conditions or an activities or uses of the property by FLOOD  
12 DISTRICT for flood control purposes. Specifically, PARK DISTRICT acknowledges that it is  
13 familiar with the language and provisions of California Civil Code Section 1542, which states as  
14 follows:

15 "A general release does not extend to claims which the creditor does not know or  
16 suspect to exist in his favor at the time of executing the release, which if known by  
17 him or her, must have materially affected his or her settlement with the debtor."

18 PARK DISTRICT, being aware of and understanding the terms of Section 1542, hereby waives  
19 all benefit of its provisions as described in this paragraph.

20 c. Indemnification by FLOOD DISTRICT

21 FLOOD DISTRICT hereby agrees to indemnify, defend (with counsel approved in writing by  
22 PARK DISTRICT) and hold harmless PARK DISTRICT and PARK DISTRICT INDEMNITEES  
23 and the County of Riverside, or their elected or appointed officials, employees, agents and  
24 authorized representatives from any and all losses, injuries, liability, damages, claims, costs and  
25 expenses (including attorneys' fees and court costs), incurred by or made against PARK  
26 DISTRICT, any PARK DISTRICT INDEMNITEE, or the County of Riverside arising out of or

1 resulting from (i) any breach of this AGREEMENT by the FLOOD DISTRICT, (ii) the willful  
2 misconduct or negligent acts or omissions of the FLOOD DISTRICT or its elected or appointed  
3 officials, officers, employees, agents, contractors and authorized representatives in connection  
4 with the performance of this AGREEMENT, and (iii) FLOOD DISTRICT's obligations under the  
5 terms of this Agreement and applicable agreements with the United States of America, or any  
6 other instruments provided for in this AGREEMENT; provided, however, that the indemnification  
7 provided by this subparagraph shall not operate to relieve PARK DISTRICT from any loss,  
8 injury, liability, damages, claims or expenses to the extent determined by a court of competent  
9 jurisdiction to have been proximately caused by the willful misconduct or negligent acts or  
10 omissions of PARK DISTRICT, PARK DISTRICT INDEMNITEES or the guests or licensees of  
11 any of them. PARK DISTRICT acknowledges that FLOOD DISTRICT's indemnity obligations  
12 do not include any loss, injury, liability, damages, claims or expenses arising out of any risks  
13 assumed by PARK DISTRICT pursuant to Paragraph 8.b of this AGREEMENT.

14 **9. HAZARDOUS OR TOXIC MATERIALS**

15 PARK DISTRICT shall not store or allow toxic or hazardous materials in areas that may affect  
16 PROJECT, including BETTERMENT. If PARK DISTRICT breaches the obligations stated herein, or  
17 if contamination by toxic or hazardous materials otherwise occurs for which PARK DISTRICT is  
18 legally liable to DISTRICT for damage resulting therefrom, then PARK DISTRICT shall indemnify,  
19 defend with counsel approved in writing by FLOOD DISTRICT, and hold FLOOD DISTRICT and  
20 COUNTY harmless from any and all claims, attorneys fees, consultant fees and expert witness fees  
21 that arise during or after the term of this AGREEMENT as a result of such contamination. This  
22 indemnification includes without limitation costs and penalties paid, if any, incurred by FLOOD  
23 DISTRICT or COUNTY in connection with any investigation of site conditions or any cleanup,  
24 remedial, removal, or restoration work required by any federal, state or local governmental entity  
25 because of toxic or hazardous materials being present in the soil or ground water and the presence  
26 of such materials in the soil or ground water is determined to be proximately caused by the acts or

1 omissions of PARK DISTRICT, its indemnitees, licensees or guests. PARK DISTRICT shall  
2 promptly take all actions at its sole cost and expense as are necessary to clean, remove and restore  
3 the PROJECT to its condition prior to the introduction of such toxic or hazardous materials by PARK  
4 DISTRICT provided PARK DISTRICT shall first have obtained FLOOD DISTRICT's approval and  
5 the approval of any necessary governmental entities.

6 **10. INDEPENDENT CONTRACTOR STATUS**

7 This AGREEMENT is by and between FLOOD DISTRICT and PARK DISTRICT and is not intended  
8 and shall not be construed so as to create the relationship of agent, servant, employee, partnership,  
9 joint venture or association, as between FLOOD DISTRICT and PARK DISTRICT.

10 **11. SUCCESSORS**

11 This AGREEMENT shall be binding on the successors of the PARTIES hereto and shall not be  
12 succeeded by any PARTY without the prior written consent of the other PARTY. The consent of  
13 such other PARTY shall not be withheld unreasonably but, prior to approving any such succession  
14 involving the performance of any obligations pursuant to this AGREEMENT, the other PARTY shall  
15 be satisfied by competent evidence that the successor is technically qualified and financially able to  
16 perform those services to be succeeded. Failure to obtain the other PARTY's required prior written  
17 approval of any proposed succession will render such succession void.

18 **12. WAIVER OF RIGHTS**

19 The failure of FLOOD DISTRICT or PARK DISTRICT to insist upon strict performance of any of the  
20 terms, covenants or conditions of this AGREEMENT shall not be deemed a waiver of any right or  
21 remedy that FLOOD DISTRICT or PARK DISTRICT may have, and shall not be deemed a waiver of  
22 the right to require strict performance of all the terms, covenants and conditions of this  
23 AGREEMENT thereafter, nor shall such failure constitute a waiver of any remedy for the  
24 subsequent breach or default of any term, covenant or condition of this AGREEMENT.

25 **13. APPLICABLE LAW**

26 This AGREEMENT has been negotiated and executed in the State of California and shall be

1 governed by and construed in accordance with the laws of the State of California. In the event of  
2 any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a  
3 court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree  
4 to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure  
5 Section 394. The PARTIES specifically agree that by soliciting and entering into and performing  
6 services under this AGREEMENT, PARK DISTRICT shall be deemed to be doing business within  
7 Orange County and Riverside County from the time of initiation of work, through the period when all  
8 work under this AGREEMENT is completed, and continuing until the expiration of any applicable  
9 limitations period. Furthermore, the PARTIES have specifically agreed, as part of the consideration  
10 given and received for entering into this AGREEMENT, to waive any and all rights to request that an  
11 action be transferred for trial to another county under Code of Civil Procedure Section 394.

12 **14. SEVERABILITY**

13 If any part of this AGREEMENT is held, determined or adjudicated to be illegal, void or  
14 unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be  
15 given effect to the fullest extent reasonably possible.

16 **15. ATTORNEY FEES/COSTS**

17 Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each  
18 PARTY shall bear its own litigation and collection expenses, witness fees, court costs and attorney's  
19 fees.

20 **16. WAIVER AND INTERPRETATION**

21 Titles or captions contained herein are inserted as a matter of convenience and for reference, and in  
22 no way define, limit, extend or describe the scope of this AGREEMENT or any provisions hereof. No  
23 provision in this AGREEMENT is to be interpreted for or against a PARTY because that PARTY or  
24 its legal representative drafted such provision.

25 **17. AUTHORITY**

26 The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly

1 authorized and executed and constitutes the legally binding obligation of their respective  
2 organizations or entities, enforceable in accordance with its terms.

3 **18. AMENDMENT(S)**

4 It is mutually understood and agreed by PARTIES that no addition to, alteration of, or variation of  
5 the terms of this AGREEMENT, nor any oral understanding or agreement not incorporated herein,  
6 shall be valid unless made in writing and signed and approved by both PARTIES.

7 **19. ENTIRE AGREEMENT**

8 This document sets forth the entire AGREEMENT between the FLOOD DISTRICT and PARK  
9 DISTRICT and may be modified only by a written amendment between the PARTIES hereto, in  
10 accordance with Paragraph 19 ("AMENDMENT(S)"), above.

11 **20. EXECUTION IN COUNTERPARTS**

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

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

3 **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-  
SPACE DISTRICT**,  
4 a body corporate and politic in the State  
5 of California

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

By: \_\_\_\_\_  
Chairman, Board of Directors

7 **ATTEST**

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

8  
9  
10 By: \_\_\_\_\_  
11 NANCY ROMERO  
12 Clerk of the Board of Supervisors of the  
Riverside County Park and Open-Space District,  
Riverside County, California

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

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

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


By: \_\_\_\_\_  
Chairwoman, Board of Supervisors

17  
18 **SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS  
19 BEEN DELIVERED TO THE CHAIRMAN  
OF THE BOARD**

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

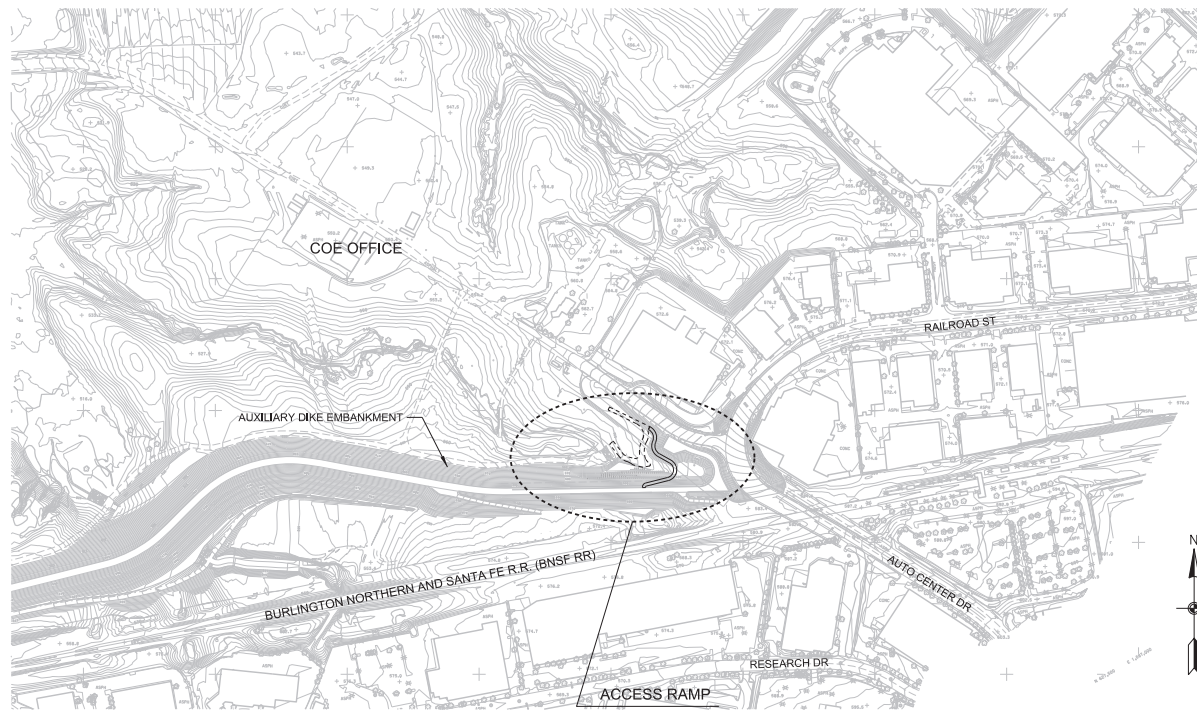
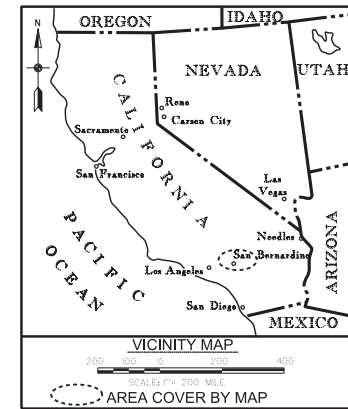
20 **ATTEST**

21  
22 By: \_\_\_\_\_  
23 ROBIN STIELER  
24 Clerk of the Board of Supervisors of  
the Orange County Flood Control District,  
Orange County, California

By:  \_\_\_\_\_  
Deputy Date  
7-12-17

SANTA ANA RIVER MAINSTEM, CALIFORNIA  
PHASE II, PRADO DAM

ACCESS RAMP



PROJECT LOCATION  
NO SCALE

EXHIBIT A

SANTA ANA RIVER MAINSTEM, CALIFORNIA  
PHASE II, PRADO DAM  
ACCESS RAMP  
VICINITY AND PROJECT LOCATION MAP

DESIGNED BY:	PAUL UNDERWOOD
DRAWN BY:	CHIEF DESIGN BRANCH
CHECKED BY:	
FILE NAME:	

U.S. ARMY ENGINEER DISTRICT  
CORPS OF ENGINEERS  
SUBMITTED BY:

SCALE: AS SHOWN  
SHEET  
1 of 2

