

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



ITEM
11.4
(ID # 4437)

MEETING DATE:

Tuesday, June 6, 2017

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: BNSF Railway Company Bridge Below Prado Dam Project, Project No. 2-0-00105; 2nd District, Total [\$120,000]; District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the Reimbursement Agreement (Agreement) between the District and the BNSF Railway Company (BNSF); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District; and
3. Authorize the District's General Manager-Chief Engineer to sign any necessary future amendments to the above Agreement that do not increase the total cost above (25%) to the District and do not materially change the scope of services.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 6, 2017
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$20,000	\$100,000	\$120,000	\$0
NET DISTRICT COST	\$20,000	\$100,000	\$120,000	\$0
SOURCE OF FUNDS: Santa Ana River - Below Prado Dam Project: 525440-25120-947420 Prof Services/Zone 2 Const/Maint/Misc			Budget Adjustment: No	
			For Fiscal Year: 16/17, 17/18	

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which the District will provide reimbursement to BNSF for the preliminary engineering work, such as design review and cost estimates, of the BNSF Bridge Below Prado Dam Project (Project) as part of the U.S. Army Corps of Engineers (USACE) Santa Ana River Mainstem Project (SARMP).

The SARMP project raised the crest of Prado Dam 28 feet and constructed new outlet works. These modifications, combined with future spillway improvements and planned changes in operational procedures, will result in increased discharges to the Santa Ana River of up to 30,000 cubic feet per second. The proposed Project is necessary as these increased flows would result in lateral erosion and scour, which could undermine and damage the BNSF bridge.

In conjunction with its responsibilities as a Local Sponsor of the SARMP, the District is responsible for interests in real property associated with the Project. In order to acquire easement interests in real property, BNSF will need to review and approve the plans and specifications for the project. Therefore, the District will reimburse BNSF an amount not to exceed one hundred twenty thousand dollars (\$120,000) toward preliminary engineering work, such as design review and cost estimates.

County Counsel has approved the Agreement as to legal form.

Impact on Residents and Businesses

The District's financial contribution towards the reimbursement of said costs associated with the Project is funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion and subsequent turnover for maintenance of the Project to the District, the Project will help prevent lateral erosion and scour to adjacent flood improvements and residences.

SUPPLEMENTAL:

Additional Fiscal Information

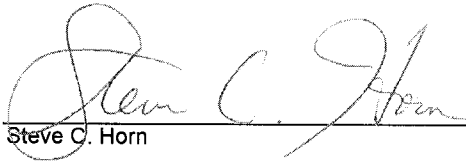
Sufficient funds are available in the Zone 2 budget for Fiscal Year 2016-2017 and 2017-2018.

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

ATTACHMENTS:

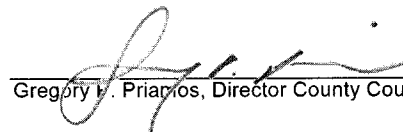
1. Vicinity Map
2. Reimbursement Agreement

TRI:blm



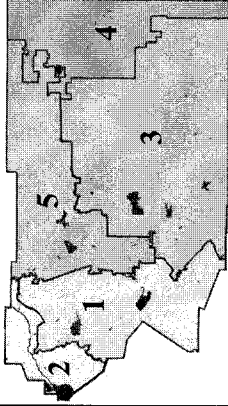
Steve C. Horn

5/30/2017



Gregory L. Priamos, Director County Counsel

5/23/2017



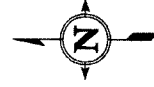
Supervisor Districts

LEGEND:

Project Vicinity

DESCRIPTION:

Reimbursement Agreement for the
BNSF Railway Company Bridge
Below Prado Dam Project
Project No 2-0-00105
Second District



Attachment 1



**REIMBURSEMENT AGREEMENT
BNSF BRIDGE BELOW PRADO DAM PROJECT**

**BF-10009270
BNSF Bridge Below Prado Dam Project
Corona, CA
San Bernardino Subdivision
LS 7200
MP 30.2**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this 10th day of June, 2017, by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** ("AGENCY") and **BNSF RAILWAY COMPANY**, a Delaware corporation ("BNSF"), with reference to the following facts:

Recitals

A. On April 5, 2016, AGENCY and BNSF entered into a reimbursement agreement to facilitate the development of a Construction and Maintenance ("C&M") Agreement. This document replaces the April 5, 2016 Reimbursement Agreement in its entirety.

B. The U.S. Army Corps of Engineers ("USACE") is seeking to increase the peak outflow capability of Prado Dam in the Corona, CA area by raising the embankment of the dam and constructing new outlet works. The Prado Dam Project is hereinafter referred to as "Project". Project plans, prepared by USACE, have been recently received by BNSF, however, they have not been approved by BNSF. Pursuant to the Local Cooperation Agreement between USACE, the AGENCY, County of San Bernardino and County of Orange, the AGENCY is partnered with the Army Corps of Engineers to provide protection to certain facilities that will be impacted by the increased outflow.

C. The AGENCY and BNSF are currently beginning the process of negotiating a

JUN 06 2017 11.4

Construction and Maintenance ("C&M") Agreement between the two parties for the Project.

D. In advance of the final execution of the C&M Agreement, BNSF needs to create cost estimates for flagging and inspection for the Project. Additionally, BNSF needs to review and approve Project plans prepared by the U.S. Army Corps of Engineers. This Agreement shall allow BNSF to recover its actual costs for the third party estimation and design as well as review of the submitted plans in advance of the C&M Agreement execution.

NOW THEREFORE, the Parties hereto agree as follows:

1. Work. AGENCY hereby retains BNSF to perform all the necessary work to create estimates and for plan review associated with the Project.

2. Term. BNSF shall complete all estimates on or before June 1, 2017. Furthermore, all submittals for the Project will be reviewed within 60 days of submission.

3. Compensation. The AGENCY agrees to reimburse BNSF for all BNSF design/estimating/review costs, including but not limited to BNSF staff time working on the Project. The total compensation to be paid by the AGENCY to BNSF for the work shall not exceed one hundred twenty thousand dollars and 00/100 cents (\$120,000.00), unless this Agreement is amended to increase the amount by mutual written agreement by the parties.

4. Termination. This Agreement shall terminate when the BNSF design is complete for the Project, unless terminated by either party upon thirty (30) days prior written notice to the other party. In the event AGENCY terminates this Agreement, AGENCY shall make payment for all services performed in accordance with this Agreement to the date of termination.

5. Notices. Service of any notices, bills, invoices or other documents required or permitted under this agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid, and addressed as follows:

AGENCY

Riverside County Flood Control
and Water Conservation District
Engineering Project Manager
Attn: Alberto Martinez
1995 Market Street
Riverside, CA 92501

BNSF

BNSF Railway Company
Manager Public Projects
Attn: Jason L. Sanchez
740 East Carnegie Drive
San Bernardino, CA 92408

6. Severability. Each paragraph and provision of this Agreement is severable from each other paragraph and provision, and if any paragraph, provision or part thereof is declared invalid, the remaining paragraph and provisions shall nevertheless remain in full force and effect.

7. Authority. The individuals executing this Agreement each represent and warrant that they have the legal power, right and actual authority to bind their respective entity to the terms and conditions hereof.

Signatures on following page.

BNSF Railway Company

Printed Name

Manager Public Projects

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

JUN 06 2017

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

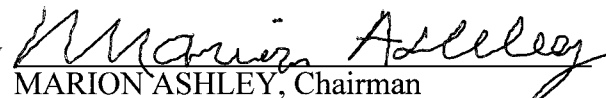
By



JASON E. UHLEY
General Manager-Chief Engineer

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By



MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By

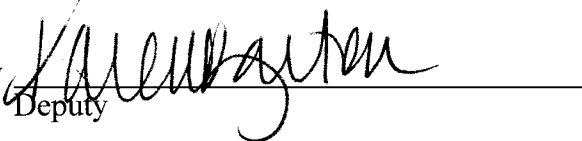


NEAL R. KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By



Deputy

(SEAL)

Reimbursement Agreement: BNSF RAILWAY COMPANY
BNSF Bridge Below Prado Dam Project
Project No. 2-0-00105
05/04/17
AM:blm