



**RESOURCE  
MANAGEMENT AGENCY  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** June 27, 2017

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

**SUBJECT:** Approve Joint Use Agreement (JUA) with Southern California Edison (SCE) for Avenue 280 Widening Project

**REQUEST(S):**  
That the Board of Supervisors:

1. Approve the Joint Use Agreement (JUA) with Southern California Edison (SCE) for the relocation of the transmission line pole (No. 4568013E); and
2. Authorize the Chairman of the Board of Supervisors to sign the Agreement.

**SUMMARY:**  
**Joint Use Agreement**  
A Joint Use Agreement between the County and SCE is required to formalize SCE's rights and usage within the 15'x15' joint use easement located within the County right of way where the existing pole No. 4568013E will be relocated. The subject pole is currently located near the intersection of Roeben Street and Avenue 280 (Caldwell Ave.). The subject pole is not within the franchise agreement and thus, requires a separate Utility Agreement (which will be brought to the Board under a separate Agenda Item) for relocation and this Joint Use Agreement between SCE and the County. The rest of the twenty-four transmission and distribution poles within the project limits requiring relocation are within the franchise agreement, and will be relocated at SCE's expense.

The proposed 15'x15' joint use easement for the pole relocation is within the County's right of way and no additional right of way or easement acquisition is required.

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**Background**

The Avenue 280 Widening Project (the "Project") will widen an approximately 2-mile stretch of Avenue 280 from an existing two-lane roadway to a four-lane divided highway. The 2- mile segment from State Route 99 to Road 100 is the first phase of the overall project to widen approximately 11 miles of the Avenue 280 corridor, with the cities of Visalia, Farmersville and Exeter acting as the lead agencies for the other phases within their respective cities.

Avenue 280 is a principal east-west major arterial that links State Route 99 and the cities of Visalia, Farmersville, and Exeter, as well as the unincorporated areas of Tulare County. The need for the Project arises from traffic forecasts that predict increased use of the Avenue 280 corridor and resultant congestion. In addition, future traffic reports prepared for the proposed project indicate that the average daily traffic volumes within the proposed project corridor will experience a net increase from 21% to 95%.

The purpose of the Project is to improve traffic operations and reduce congestion along the Avenue 280 corridor and improve the regional transportation and circulation system in the adjacent portion of Tulare County and the cities of Visalia, Farmersville and Exeter.

Twenty-one (21) poles with electrical transmission lines along Avenue 280 and four (4) poles with electrical transmission and/or distribution along Shirk Road were identified to be in conflict with the widening of the road from two-lane to a four-lane divided roadway.

After extensive investigation and coordination between Resource Management Agency staff, County ROW team and SCE, it was determined that based on prior rights the County will pay for the relocation cost for one pole (Pole No. 4568013E) that is currently located at the northwest corner of the intersection of Roeben Street and Avenue 280. This pole will be relocated to the east side of that intersection into a 15'x15' area within the new County right of way acquired from the APN: 119-320-001 through execution of a Joint Use Agreement between the County and SCE. Relocated pole will be 18-inches behind the future curb line of the widening project.

**FISCAL IMPACT/FINANCING:**

There is No Net County Cost to the General Fund.

There is no cost associated with the Joint Utility Agreement. Should the new pole be required to be relocated as a part of a future project, the County would be responsible for the future cost of the relocation. As this work is part of the Avenue 280 Widening Project, all costs associated with preparing this agreement are reimbursable project costs which are funded through Measure R funds.

Project Approval and Environmental Documentation (PA&ED) for this project was completed using federal funds. The remainder of the project i.e. engineering design,

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right of way acquisition and construction is fully funded by Measure R Regional Program funds.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

**Safety and Security** – This project will enhance the safety and security of the public by improving the transportation infrastructure for both the general population in the region and the motorists using this facility.

**ADMINISTRATIVE SIGN-OFF:**



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Reed Schenke, P.E.  
Director

RS:jk

Cc: Auditor-Controller  
County Counsel  
County Administrative Office (2)

Attachment (s): Attachment A - Vicinity Map  
Attachment B – Agreement

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE JOINT USE ) Resolution No. \_\_\_\_\_  
AGREEMENT (JUA) WITH SOUTHERN ) Agreement No. \_\_\_\_\_  
CALIFORNIA EDISON (SCE) FOR AVENUE )  
280 WIDENING PROJECT )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE BOARD  
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JUNE 27, 2017, BY THE  
FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: MICHAEL C. SPATA  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

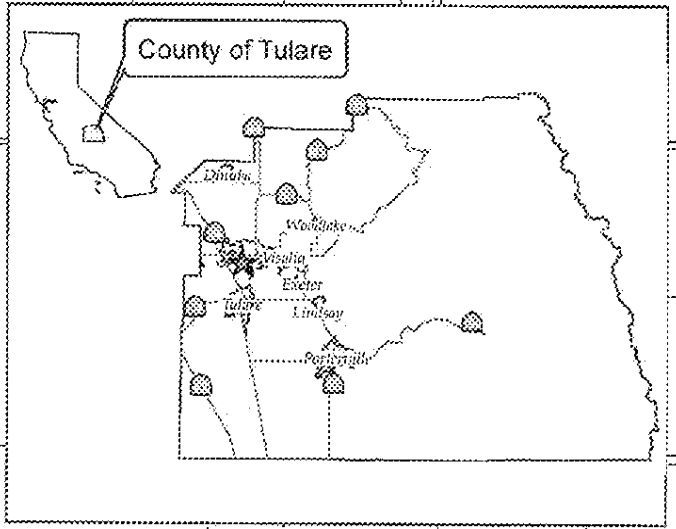
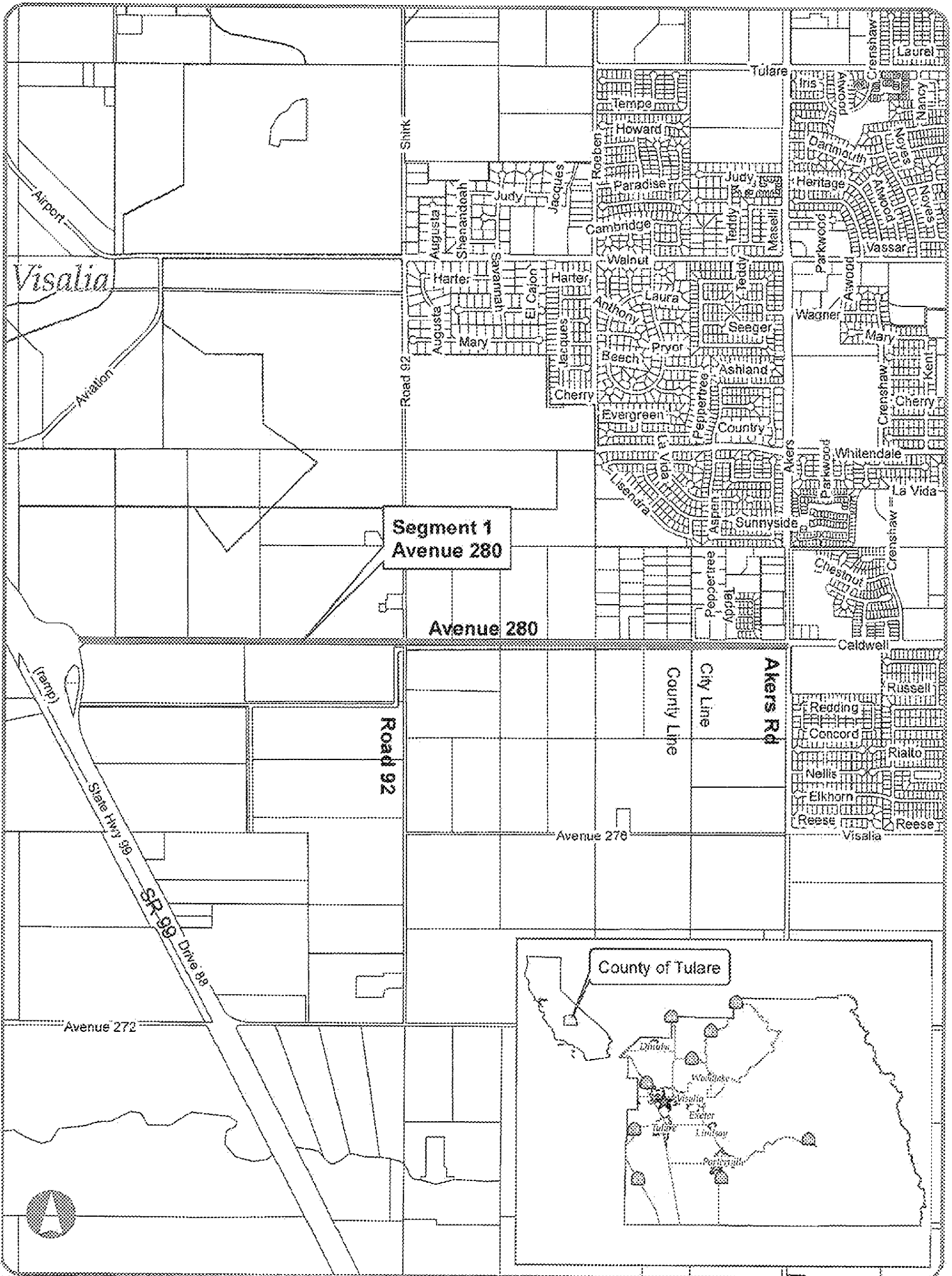
BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved the Joint Use Agreement (JUA) with Southern California Edison (SCE) for the relocation of the transmission line pole (No. 4568013E); and
2. Authorized the Chairman of the Board of Supervisors to sign the Agreement.

## **Attachment A**

### **Vicinity Map**



## **Attachment B**

### **SCE Joint Use Agreement**

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
2 INNOVATION WAY, 2<sup>ND</sup> FLOOR  
POMONA, CA 91768  
ATTN; TITLE AND VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File: JUA203440079  
Service Order No. 801607248  
Serial No. 71585A  
SCE Docs: 514976

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the COUNTY OF TULARE, a political subdivision of the State of California, hereinafter called "County",

W I T N E S S E T H:

THAT WHEREAS Company is the owner of electrical facilities which were placed in service in January 1962, hereinafter referred to as "Company's Pole Site"; and

WHEREAS County has acquired easement rights for street and highway purposes for the construction and/or improvement of Caldwell Ave (Avenue 280) in said County, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's use of the Pole Site; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction reconstruction, maintenance or use of said street or highway, and County desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and County do hereby agree as follows:

The location of Company's Pole Site insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit A".

County hereby agrees to pay for the total direct and indirect costs incurred by Company for relocating its facilities from Company's Pole Site and reconstructing the same in the new location, including, but not limited to, the cost of acquiring any easements or rights of way over private property.

In consideration of the payment to Company of the cost of relocation as aforesaid, and upon acquisition of any and all easements over private property as may be required for the relocation of Company's facilities to the new location, Company agrees to rearrange, relocate and reconstruct within



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said new location, any of its facilities heretofore or now installed in Company's Pole Site within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by County of a street or highway over, along and upon Company's Pole Site, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

County acknowledges Company's right to install and operate electric facilities in said new location and the priority of Company's use over the title of County in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for the installation, construction, maintenance, repair and operation of Company's electric facilities without need for any further permit or permission from County. Except in emergencies, Company shall give reasonable notice to County before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and County shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide County with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by County, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from County for such rearrangement, relocation or reconstruction shall be required and County will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's rights, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

County agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in County's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by County over private property, to which Company relocates its facilities pursuant to the provisions hereof, and County agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, County shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. County shall not reimburse Company for any loss caused by Company's own fault or negligence.

Both County and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or County may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either County or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. County agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the County or its contractors, and that, if necessary, County will protect Company's facilities against any such damage, at County's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may

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endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the County and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

By \_\_\_\_\_  
Cynthia Calemmo  
Project Manager  
Land Management Division  
Real Properties Department

COUNTY OF TULARE, a political subdivision

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
BY: [Signature]  
DEPUTY

2017927

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Joint Use Agreement  
Between SCE and  
The County of Tulare  
SCE Document(s): 514976

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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County of \_\_\_\_\_ )

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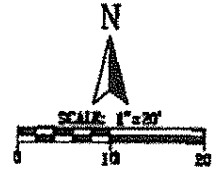
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT A

A PORTION OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MDB&M COUNTY OF TULARE, STATE OF CALIFORNIA




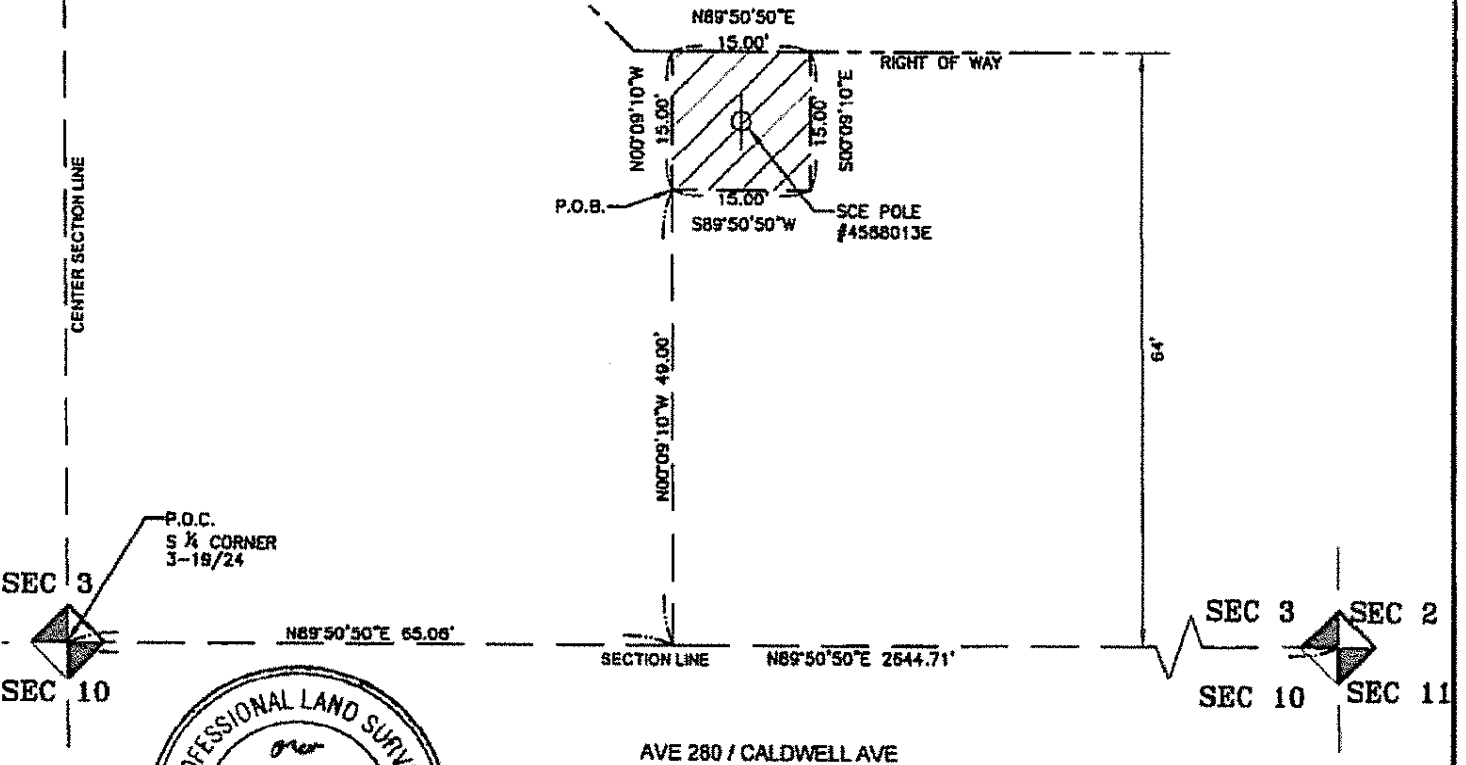
APN 119-320-001

ROEBEN ST

RIGHT OF WAY

LEGEND

 AREA IN JOINT USE AGREEMENT  
AREA = 225 SQ.FT.



*Donn W. Dwyer*

SERIAL 71585A

SCE POLE EASEMENT  
AVENUE 280 WIDENING PROJECT  
SEGMENT 1  
TULARE COUNTY

TULARE COUNTY  
RESOURCE MANAGEMENT  
AGENCY  
5961 SOUTH MOONEY BLVD.  
VISALIA, CA 93277

