



**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:** March 6, 2018

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 Agreement with Porterville Irrigation District for Culvert Extension and Relocation of Rhodes-Fine Ditch for the Avenue 152 Safety Improvement Project

**REQUEST(S):**

That the Board of Supervisors:

1. Approve Agreement with Porterville Irrigation District for culvert extension and relocation of Rhodes-Fine Ditch for the Avenue 152 Safety Improvement Project; and
2. Authorize the Chairman of the Board of Supervisors to sign the Agreement.

**SUMMARY:**

Tulare County is the lead agency on the Avenue 152 Safety Improvement Project (the Project). The Project is funded primarily through the Federal Highway Safety Improvement Program (HSIP). The purpose of the Project is to improve the overall safety and traffic operations along the Avenue 152 corridor between State Route 99 and Road 222 (Porterville city limits). The project scope includes the installation of a traffic signal with designated left turn lanes at the intersection of Avenue 152 and Road 208.

In order to accommodate the proposed left turn lanes at the intersection, the existing pavement along Avenue 152 will be widened. As a result of the widening, westbound thru traffic will be shifted closer to the existing Rhodes-Fine Ditch which runs on the north side parallel to Avenue 152 just west of the intersection.

To preclude vehicles from running into the ditch near the intersection, it is proposed that the existing ditch be buried and relocated to a different location away from the edge of travel way.

**SUBJECT:** Approve Agreement with Porterville Irrigation District for Culvert Extension and Relocation of Rhodes-Fine Ditch for the Avenue 152 Safety Improvement Project  
**DATE:** March 6, 2018

As part of the ditch relocation work, the County will be responsible for installing a pipe connection to the existing box culvert located at the northwest corner of the intersection. The modification work will include a pipe extension that will allow PID and the property owner to reroute the existing Rhodes-Fine Ditch north from its existing location. Once the existing ditch is realigned by PID and the property owner, the County will be responsible for backfilling approximately 260 feet of the existing ditch.

An agreement between the County and PID is required to authorize the County to perform the requested work associated with the relocation of the Rhodes-Fine Ditch. The agreement also outlines the acceptance and warranty requirements upon completion of the improvements by the County.

RMA staff have already completed the purchase of the right of way from the owner of the property where the ditch is currently located. In addition, a Temporary Construction Easement (TCE) has been acquired to perform the relocation work.

Construction for this work is anticipated to take place in April of 2018.

**FISCAL IMPACT/FINANCING:**


There is No Net County Cost to the General Fund.

The cost associated with the ditch relocation work is estimated at \$45,000 which will be funded by Road funds budgeted for the Avenue 152 Safety Improvement Project.

**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:**



Reed Schenke P.E.  
Director

RS:hb

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 )  
AGREEMENT WITH PORTERVILLE )  
IRRIGATION DISTRICT FOR CULVERT ) Resolution No. \_\_\_\_\_  
EXTENSION AND RELOCATION OF ) Agreement No. \_\_\_\_\_  
RHODES-FINE DITCH FOR THE AVENUE )  
152 SAFETY IMPROVEMENT PROJECT )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE BOARD  
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD MARCH 6, 2018, BY THE  
FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

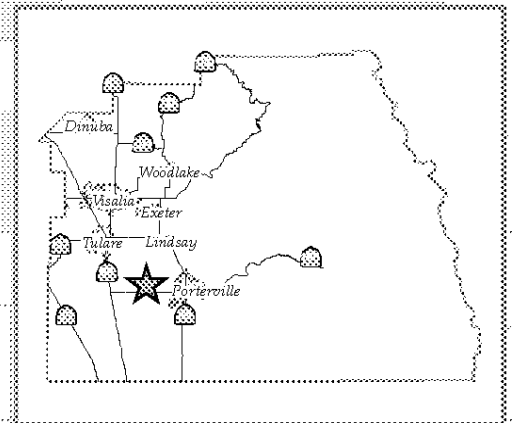
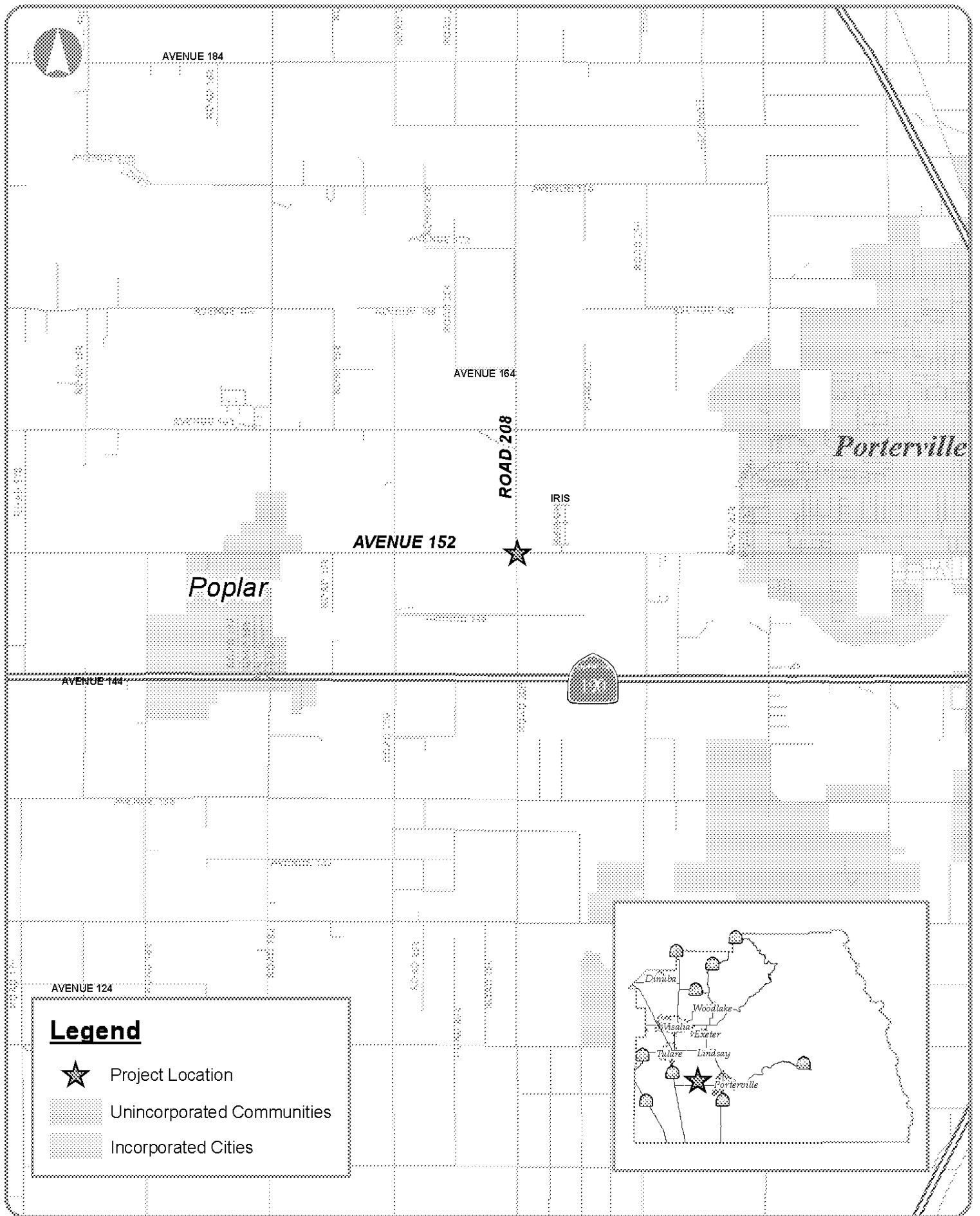
BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved Agreement with Porterville Irrigation District for culvert extension and relocation of Rhodes-Fine Ditch for the Avenue 152 Safety Improvement Project; and
2. Authorized the Chairman of the Board of Supervisors to sign the Agreement.

## **Attachment A**

### **Vicinity Map**



## **Attachment B**

### **Agreement with Porterville Irrigation District (PID)**

**RHODES-FINE DITCH – CULVERT EXTENSION AND DITCH RELOCATION  
AGREEMENT**

THIS AGREEMENT (this “AGREEMENT”) is made effective as of \_\_\_\_\_, 2018, by and between the PORTERVILLE IRRIGATION DISTRICT (“DISTRICT”), an irrigation DISTRICT established under the laws of the State of California, as Trustee and Agent for RHODES-FINE DITCH COMPANY, and the COUNTY OF TULARE, a political subdivision of the State of California (“COUNTY”).

**RECITALS**

A. WHEREAS, DISTRICT is the trustee of the “FACILITIES”, which include such open canals and pipelines owned by Rhodes-Fine Ditch Company and operated and managed by DISTRICT as trustee and agent, as more particularly described and depicted in Exhibit “A”, which is incorporated herein by this reference.

B. WHEREAS, COUNTY is undertaking the Avenue 152 Safety Improvement PROJECT (the “PROJECT”) to install safety devices including traffic signal in order to improve safety along the corridor between CA-99 and Road 222 near Porterville, CA.

C. WHEREAS, in connection with the PROJECT, COUNTY will be adding left turn lanes on Avenue 152 that will shift the north edge of pavement closer to the FACILITIES.

D. WHEREAS, COUNTY desires to mitigate the effects of said encroachment by replacing the existing ditch that the DISTRICT uses as part of its water conveyance system (as shown in Exhibit “A”) with a buried pipe and related improvements (the “IMPROVEMENTS”), described and depicted in Exhibit “B”, incorporated herein by reference (the “PLANS”).

E. WHEREAS, COUNTY may hire a contractor to construct the IMPROVEMENTS on COUNTY's behalf (the "CONTRACTOR"), which CONTRACTOR shall be a general CONTRACTOR and their sub-contractors, as applicable, hired to construct the IMPROVEMENTS, and which CONTRACTOR shall hold the applicable, current, valid license from the State of California for the services performed.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

## **ARTICLE I**

### **THE WORK**

1.1 Commencement and Completion. COUNTY agrees that the CONTRACTOR shall begin the construction of the IMPROVEMENTS on a date approved by the DISTRICT; provided that the construction of the IMPROVEMENTS shall not interfere with DISTRICT's use of the FACILITIES for conveyance and delivery of water. In connection with DISTRICT's priority as set forth herein, CONTRACTOR shall coordinate with DISTRICT on the timing of work to be performed on the IMPROVEMENTS. Time is of the essence in completing the PROJECT.

1.2 The Work. COUNTY agrees to construct the IMPROVEMENTS in strict conformity with the IMPROVEMENTS and PLANS shown in the Exhibit B. COUNTY agrees that it and/or the CONTRACTOR shall furnish all tools, labor, materials, equipment, transportation, services, and supplies necessary to construct and complete the IMPROVEMENTS.

1.3 Protection of Public Utilities. COUNTY shall be responsible for the removal and relocation of any public utility FACILITIES within the PROJECT, and for the repair of any such FACILITIES damaged during the PROJECT. If DISTRICT learns of the existence

of any utility FACILITIES not identified on the PLANS or in the Specifications, DISTRICT shall immediately notify COUNTY in writing. Email is acceptable too.

1.4 Workmanship. All workmanship shall conform to the best trade practices, and particular attention shall be given to the appearance of exposed work.

## ARTICLE II

### ACCEPTANCE

2.1 Inspection. Upon completion of the IMPROVEMENTS, DISTRICT and COUNTY shall jointly inspect the same to confirm that the CONTRACTOR has constructed the IMPROVEMENTS in the manner specified in the PLANS and as otherwise required by the terms and conditions of this AGREEMENT. DISTRICT shall have no obligation to accept the IMPROVEMENTS to the extent they are constructed in a manner that does not conform to the requirements of this section or Section 1.1.

2.2 Restoration. COUNTY shall ensure or cause the CONTRACTOR to ensure that the area in vicinity of the IMPROVEMENTS is restored as nearly as possible to the condition it would have been in but for the construction of the IMPROVEMENTS.

2.3 As-Builts. COUNTY shall furnish DISTRICT with as-built drawings of the IMPROVEMENTS.

2.4 Acceptance. Upon the satisfaction of the foregoing, COUNTY shall quitclaim the IMPROVEMENTS to DISTRICT, DISTRICT shall adopt a certificate of acceptance thereof, and the parties hereto shall cause to be recorded in the Tulare COUNTY Recorder's Office a Notice of Completion of the IMPROVEMENTS. The quitclaim deed shall be substantially similar to that which is provided in Exhibit C to this AGREEMENT.

## **ARTICLE IV**

### **WARRANTY**

4.1 For a period of one (1) year following the recordation of the Notice of Completion referenced above, COUNTY shall warrant the condition of the IMPROVEMENTS against any patent or latent defects, and shall cause CONTRACTOR to do the same, and to the fullest extent allowed under applicable law shall indemnify DISTRICT from all losses and damages arising from the failure of any reason of material or construction deficiencies during said warranty period. Thereafter DISTRICT will not hold COUNTY or the CONTRACTOR liable for any work or cost related to any future maintenance or operation of the FACILITIES including the IMPROVEMENTS.

## **ARTICLE V**

### **INSURANCE**

5.1 COUNTY shall cause the CONTRACTOR to procure and maintain general liability insurance and add DISTRICT as an insured. The COUNTY's insurance requirements usually range between \$2,000,000 to \$4,000,000 depending on the PROJECT cost and the existing liabilities during construction works.

## **ARTICLE VI**

### **MISCELLANEOUS**

6.1 Effect of Headings. The subject headings of the articles, paragraphs, and subparagraphs of this AGREEMENT are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

6.2 Entire Agreement. The recitals and the exhibits to this AGREEMENT

fully incorporated into and are integral parts of this AGREEMENT. This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous AGREEMENTs, representations, and understandings of the parties. No supplement, modification, or amendment of this AGREEMENT shall be binding unless executed in writing by all of the parties hereto.

6.3 Waiver. Waiver of any breach of this AGREEMENT by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this AGREEMENT.

6.4 Counterparts. This AGREEMENT may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

6.5 Binding Effect. This AGREEMENT shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the parties hereto.

6.6 Governing Law. This AGREEMENT shall be governed by the laws of the State of California.

6.7 Construction. All words used in this AGREEMENT, shall be construed to include the plural as well as the singular number and vice versa. Words used herein in the present.

6.8 Notices. All notices required or permitted by this AGREEMENT or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this paragraph. The addresses noted below shall be that party's address for delivery or mailing of notices. Either party may by written notice to the other specify a different

address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, two (2) days after the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after the same mailed with postage prepaid and addressed as required herein. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received after 5:30 P.M. On Monday to Thursday or 12 noon on Friday or on a Saturday, Sunday or holiday as recognized by the COUNTY, it shall be deemed received on the next business day.

To DISTRICT at:

Porterville Irrigation District

22086 Ave 160

Porterville, California 93257

Fax: (559) 784 - 6733

To COUNTY at:

COUNTY of Tulare

Resource Management Agency

5961 S. Mooney Blvd.

Visalia, CA 93277

Fax: (559) 730 - 2653 Confirming,

(559) 624-7000

or at such other address as either party may, by like notice, designate to the other party in writing.

6.9 Parties in Interest. Nothing in this AGREEMENT, whether expressed or

implied, is intended to confer any rights or remedies on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this AGREEMENT intended to relieve or discharge the obligation or liability of any third person to any party to this AGREEMENT, nor shall any provision give any third person any right of subrogation or action over and against any party to this AGREEMENT.

This portion of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as  
of the day and year first above written.

"COUNTY"

THE COUNTY OF TULARE  
DISTRICT, political subdivision of the State of California

By \_\_\_\_\_  
Pete Vander Poel, Chairman  
COUNTY of Tulare Board of Supervisors

"DISTRICT"

Porterville Irrigation  
Trustee of Rhodes Fine Ditch  
a California irrigation DISTRICT

By Eva Bork,  
President

By [Signature]  
Secretary

ATTEST

\_\_\_\_\_  
COUNTY Administration Officer/Clerk of the Board

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
COUNTY Counsel


By [Signature]  
Deputy

Date 2/13/16

## **Exhibit A**

### **Facilities**

NO.	REVISIONS
1	ISSUED FOR CONSTRUCTION
2	
3	
4	
5	
6	
7	
8	
9	
10	



COUNTY OF TULARE  
RESOURCE MANAGEMENT AGENCY  
3565 SOUTH MOONEY BLVD.  
TULARE, CA 93271  
(559) 938-7000  
WWW.TULARECOUNTY.CA.GOV/200A

EXHIBIT - A  
IRRIGATION FACILITIES  
AVE 152 SAFETY  
IMPROVEMENT PROJECT  
TULARE COUNTY

EX-A

1 of 3

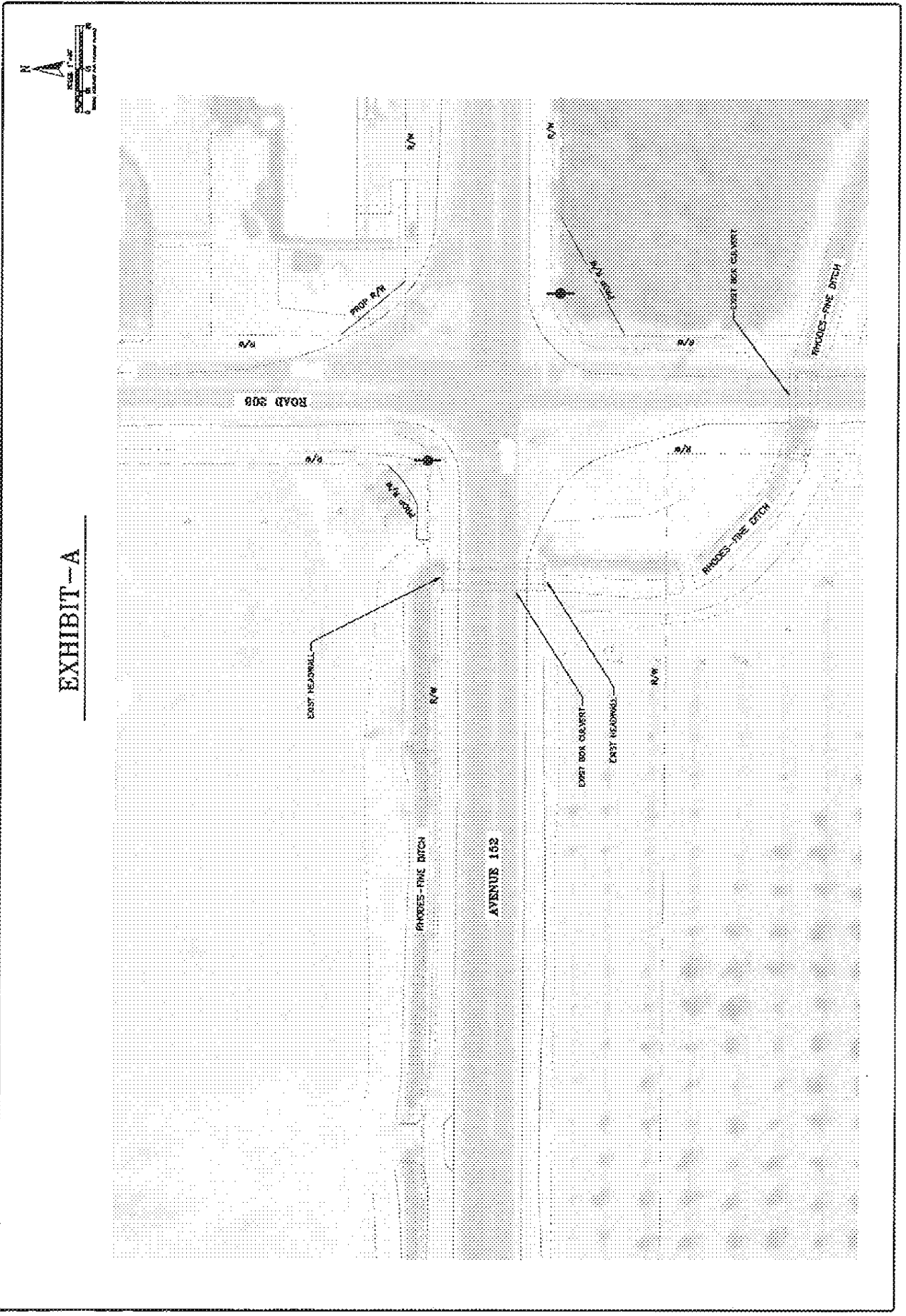


EXHIBIT-A

**Exhibit B**

**Improvement**

**Plans**

NO.	REVISIONS
1	ISSUED FOR PERMITS
2	FOR CONSTRUCTION
3	FOR RECORD
4	
5	
6	
7	
8	
9	
10	

COUNTY OF TULARE  
 RESOURCE MANAGEMENT AGENCY  
 3441 SOUTH KENDRICK AVE.  
 TULARE, CA 95326  
 (559) 232-1171  
 WWW.TULARECOUNTY.CA.GOV/RMA




EXHIBIT - B  
 PROJECT  
 AVE 152 SAFETY  
 IMPROVEMENT PROJECT  
 TULARE COUNTY

DATE	11/11/2011
BY	JOHN J. GILBERT
CHECKED BY	JOHN J. GILBERT
DESIGNED BY	JOHN J. GILBERT
DRAWN BY	JOHN J. GILBERT
SCALE	1" = 40'

2 of 3

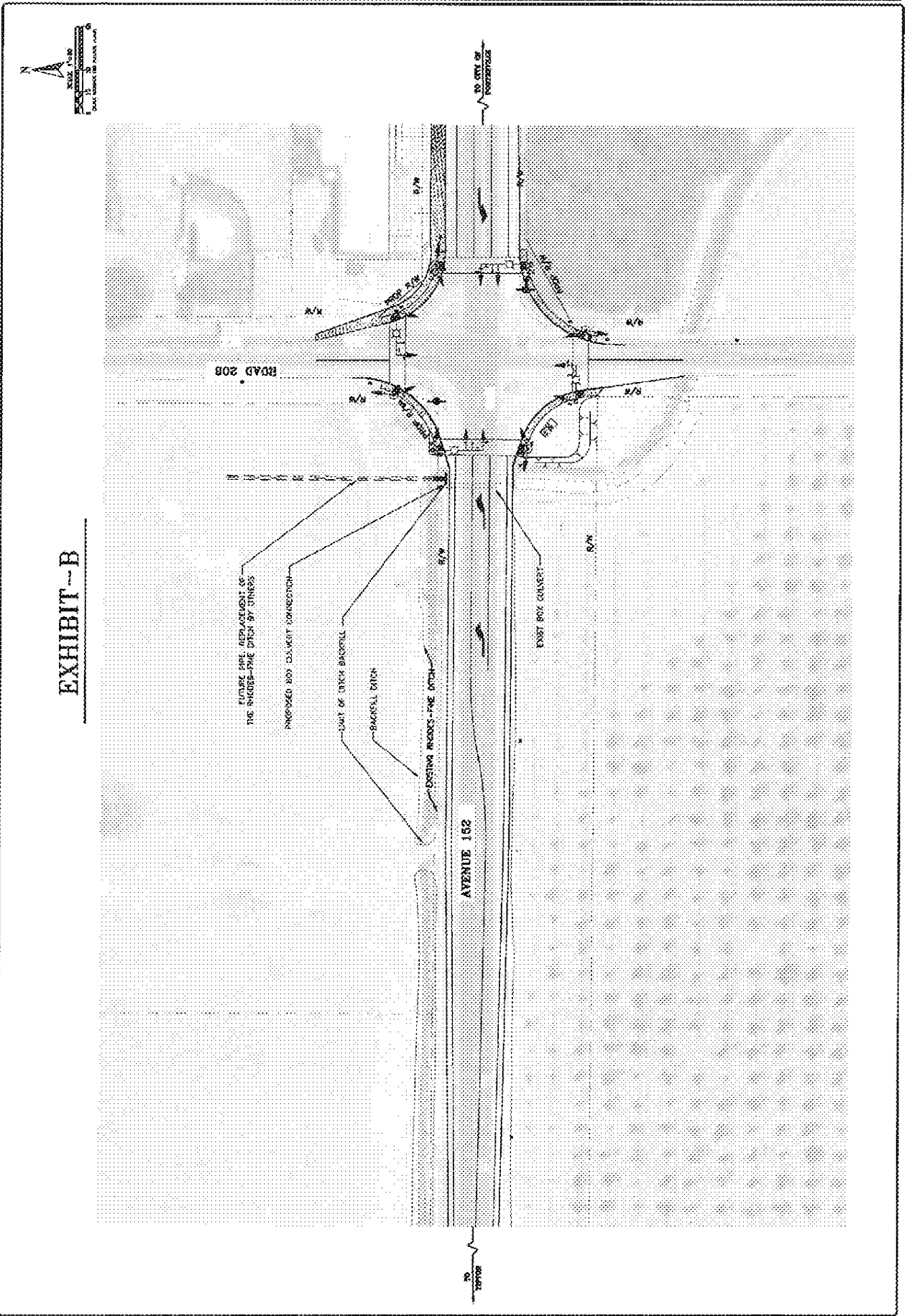
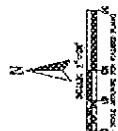
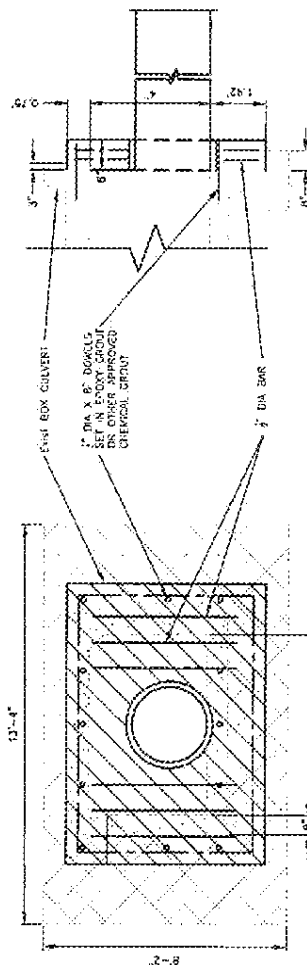
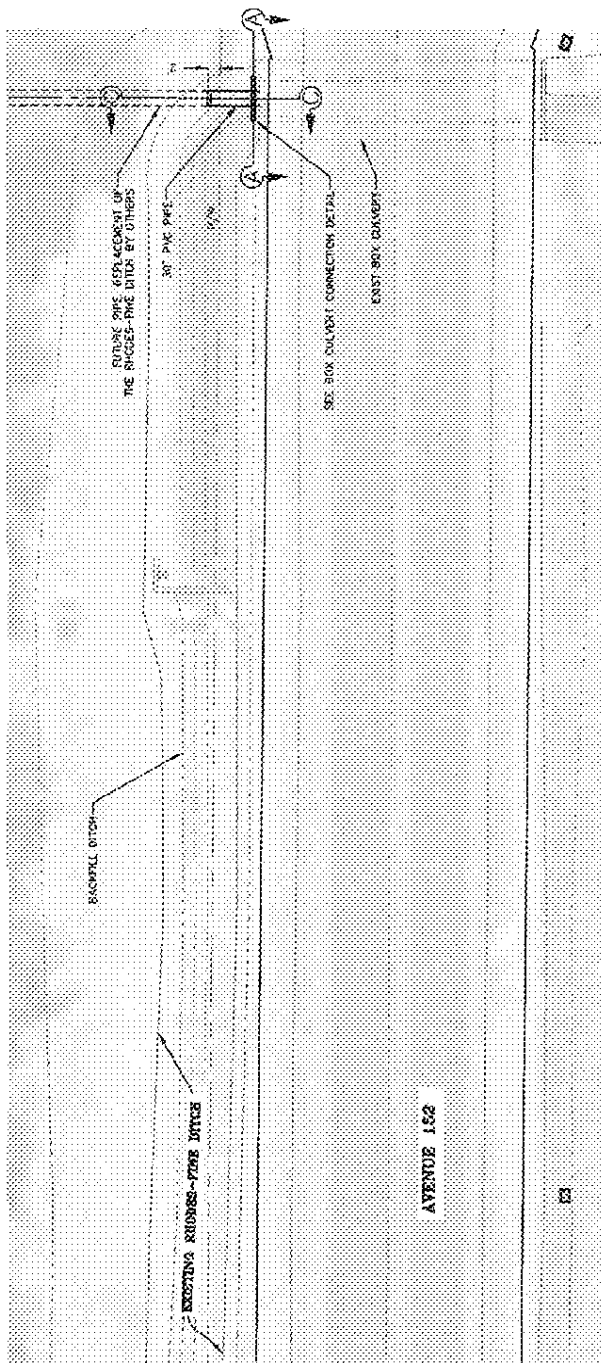


EXHIBIT--B



# EXHIBIT --B



SECTION A-A

SECTION C-C

BOX CULVERT CONNECTION DETAIL  
N.T.S.

NO.	REVISIONS
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

COUNTY OF TULARE  
RESOURCE MANAGEMENT AGENCY  
5901 SOUTH WOODSTOCK BLVD.  
TULARE, CA 93277  
(805) 833-1200  
WWW.TULARECOUNTY.CA.GOV/RAA



EXHIBIT - B  
IMPROVEMENTS  
AVE 152 SAFETY  
IMPROVEMENT PROJECT  
TULARE COUNTY

DATE	BY	CHKD BY	APP'D BY	REVISION

EX-B  
3 - 3

## **Exhibit C**

### **Quitclaim Deed**

#### **Example**

Recording Requested by:  
County Of Tulare

When recorded, mail to:  
General Services Property Management  
5953 S Mooney Blvd  
Visalia, CA 93277

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

## QUITCLAIM DEED

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the **County of Tulare**, does hereby remise, release and forever quitclaim to **Porterville Irrigation District, an irrigation district established under the laws of the State of California, as Trustee and Agent for Rhodes –Fine Ditch Company**, the pipe connection to the existing box culvert at the intersection of the Avenue 152 and Road 208, located in the County of Tulare, State of California. Said modifications more particularly described as follows:

**A pipe connection to connect PVC pipe to the north of the existing box culvert which will allow to reroute the existing Rhodes-Fine Ditch to the north through buried PVC pipe. Detailed shown on Exhibit "A".**

### Exhibit "A"

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

GRANTOR  
COUNTY OF TULARE

BY \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF TULARE

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 capacities, 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 \_\_\_\_\_