



**Resource Management
Agency
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: January 15, 2019

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 State Route 99/Betty Drive Interchange Project

REQUEST(S):
That the Board of Supervisors:

1. Approve the Joint Use Agreement (JUA) with Southern California Edison (SCE) to acknowledge prior rights for removing poles from private property and placing into County right of way for the State Route 99/Betty Drive Interchange Project; and
2. Authorize the Chairman of the Board of Supervisors to sign the Agreement.

SUMMARY:
On September 17, 2013, the Board of Supervisors approved Tulare County to enter into a Cooperative Agreement with Caltrans (Tulare County Agreement No. 26269) to co-sponsor the right of way and utility relocation phase of the State Route (SR) 99/Betty Drive Interchange Project (Project) at an approximate 50%/50% split. The agreement defined the responsibilities between Caltrans and the County for performance of the work and proportion of the expense for the Project. The County's share was estimated at \$6,600,000. This being funded by the Tulare County Transportation Authority (Measure R) under a companion Measure R Program Supplement Agreement (Tulare County Agreement No. 26268). Moreover, on February 2, 2016, the Board of Supervisors approved an amendment to the Cooperative Agreement and the Measure R Program Supplement Agreement to increase the funding amount by \$3,400,000.

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DATE: January 15, 2019

The Project consisted of the reconstruction of the Betty Drive Interchange in the community of Goshen. The purpose of the project was to reduce traffic congestion and improve traffic flow at the interchange. The new interchange was designed and constructed to meet current engineering standards, to improve traffic operations on Betty Drive, as well as on the mainline of State Route 99 and the local streets in the interchange area.

As part of the Project, improvements along County Road 64 required Southern California Edison (SCE) to remove poles from private property and relocate them into existing County right of way. Since SCE facilities were located on private property prior to construction of the Project, they were not covered under the County's franchise agreement. Their facilities were relocated into County right of way, and therefore, Caltrans and SCE entered in to a Utility Agreement to compensate SCE for the relocation work. As part of the General Conditions of the Utility Agreement between SCE and Caltrans, SCE was to enter into the attached Joint Use Agreement (JUA), Attachment B, so SCE can maintain their prior rights.

FISCAL IMPACT/FINANCING:

No Net County Cost.

There is no cost associate with the Joint Utility Agreement. Should SCE be required to relocate as a part of a future project, the County would be responsible for the future relocation costs. As this work is part of the SR 99/Betty Drive Interchange Project, all costs associated with preparing this agreement are reimbursable project costs, which are funded through Measure R funds.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

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:

Handwritten signature in blue ink, appearing to read 'C. Schenke' followed by 'for'.

Reed Schenke, P.E.
Director

cc: County Administrative Office

Attachment(s) Attachment A – Vicinity Map
Attachment B – Joint Use Agreement

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

IN THE MATTER OF APPROVE JOINT USE)
AGREEMENT (JUA) WITH SOUTHERN) Resolution No. _____
CALIFORNIA EDISON (SCE) FOR STATE) Agreement No. _____
ROUTE 99/BETTY DRIVE INTERCHANGE)
PROJECT

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JANUARY 15, 2019,
BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

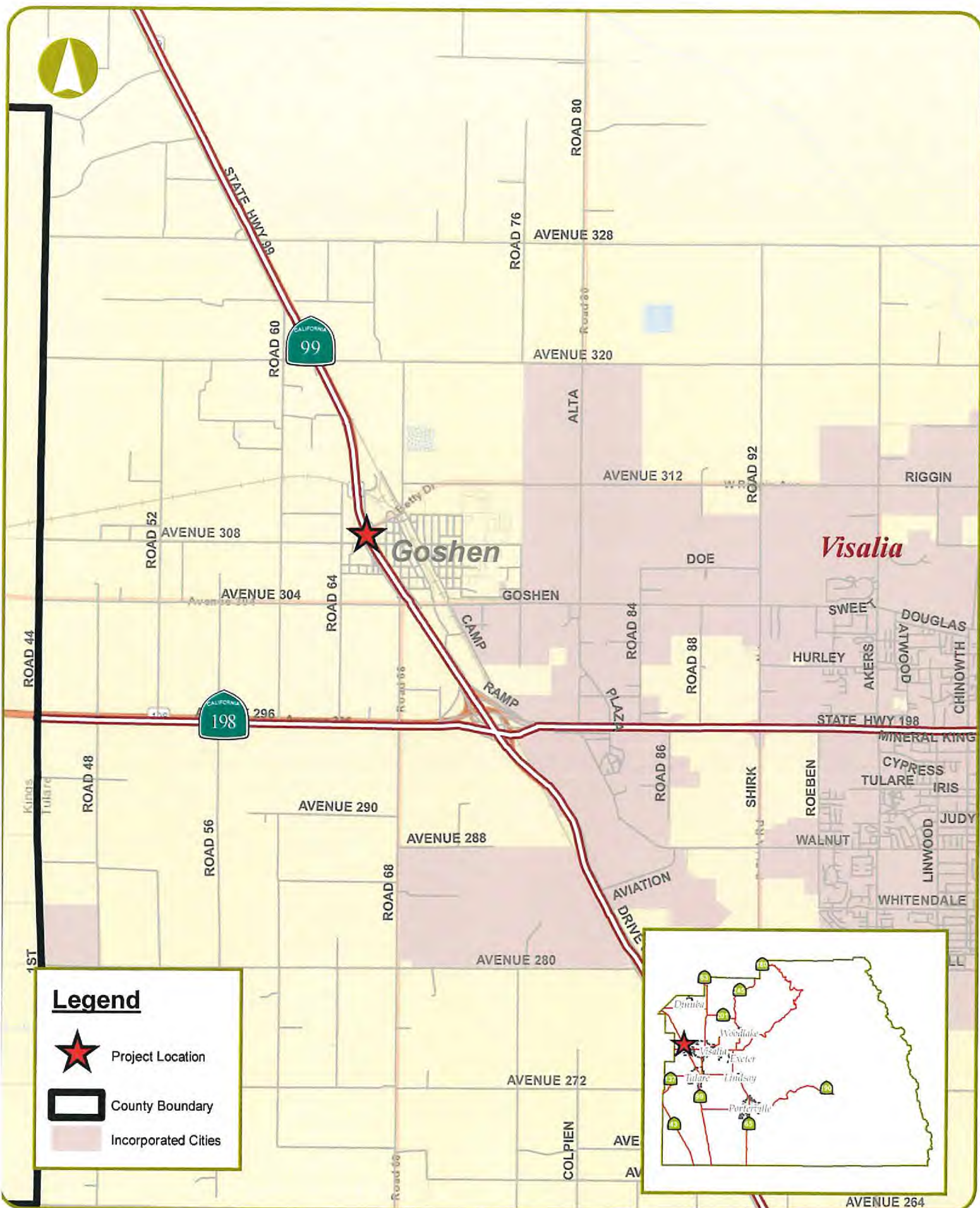
* * * * *

1. Approved the Joint Use Agreement (JUA) with Southern California Edison (SCE) to acknowledge prior rights for removing poles from private property and placing into County right of way for the State Route 99/Betty Drive Interchange Project; and
2. Authorized the Chairman of the Board of Supervisors to sign the Agreement.

Agenda Item

Attachment A

Vicinity Map



Agenda Item

Attachment B

Agreement

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768
ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT San Joaquin Valley	SERVICE ORDER 801609308	SERIAL NO. 71583A	MAP SIZE 126-063	AFFECTS SCE DOCUMENTS 20532
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM72-11A & 72-11C APN N/A	APPROVED: REAL PROPERTIES DEPARTMENT	BY KW	DATE 6/29/17	

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 in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain Deed of Right of Way recorded April 7, 1914, as Instrument No. 347, in Volume 217 of Deeds, Page 140, in the Office of the Tulare County Recorder, hereinafter referred to as "Company's Easement"; and

WHEREAS County has acquired easement rights for street and highway purposes for the construction and/or improvement of Road 64 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 easement; 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 easement 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 "Joint Use Agreement" on said print marked "Exhibit A".

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement 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

Joint Use Agreement
S.C.E., a corporation to
County of Tulare
Serial No. 71583A
RP FILE: JUA203441915
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and upon Company's easement, 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 title to Company's easement in said new location and the priority of Company's title 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 all of the purposes for which Company's easement was acquired, 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 easement or any part thereof, 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. County warrants that the County's rights to the new location will allow the Company to exercise all the rights granted by the Company's easement.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. 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 caused by construction, reconstruction, or maintenance, 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 endanger or

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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 Calemno

Cynthia Calemno
Project Manager
Land Management Division
Real Properties Department

COUNTY OF TULARE

By _____
Chairman, Board of Supervisors

Attest: _____
County Clerk

APPROVED AS TO FORM:
COUNTY COUNSEL

By [Signature] 2918954
Deputy 12/11/18

Joint Use Agreement
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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 Tulare)

On Dec 16, 2018 before me, C. Jordan, a Notary Public, personally appeared Cynthia Callemo, 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 C Jordan



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 _____