



**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:** September 15, 2020

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 with Pacific Gas & Electric Company

**REQUEST(S):**

That the Board of Supervisors:

1. Approve the Joint Use Agreement with Pacific Gas & Electric Company for the relocation of the electric facilities in connection with the Avenue 424 Traver Canal Bridge Project, near the City of Dinuba, effective upon approval by the Board of Supervisors; and
2. Authorize the Chair of the Board of Supervisors to sign the Agreement.

**SUMMARY:**

The County of Tulare is undertaking the Avenue 424 Traver Canal Bridge Project (Project). The Project consists of the replacement of the existing 2-lane functionally obsolete (narrow) bridge with a wider 2-lane structure meeting current AASHTO design criteria. The new structure will also improve the hydraulic capacity of the channel and be better able to withstand a 100-year flood event.

The Project is located approximately 0.25 miles east of Road 64 on Avenue 424. Proposed improvements for the Project are in conflict with Pacific Gas & Electric Company's (PG&E) overhead service line crossing the existing bridge. Therefore, the relocation of overhead conductors and the establishment of a new service pole is required.

The County has acquired new right-of-way for the Project where PG&E electric distribution facilities are located. During the rights check process, it was determined that PG&E holds an easement by prescription for its existing facilities as they were

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originally installed on private property prior to the County ownership of the land. For this reason, a Joint Use Agreement is required between the County and PG&E to recognize PG&E's prior interest in the land and define the new location for the joint use area. Moreover, the Agreement establishes the terms and conditions for shared use of the right-of-way at the joint use area location.

Furthermore, as determined by PG&E's superior rights claim, the County is partially responsible for 18.92% of the relocation costs. Therefore, a Utility Agreement is required between the County and PG&E. The Utility Agreement will authorize the relocation work as well as establish the payment terms. This matter will be brought to your Board in a separate Agenda Item. The relocation work is expected to be completed by December 2020.

**FISCAL IMPACT/FINANCING:**

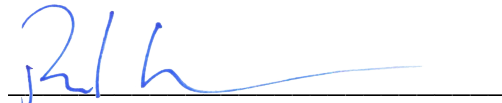
No net County cost to the General Fund.

There is no cost associate with the Joint Use Agreement. Should the service line be required to be relocated as part of a future project, the County will be partially responsible for future relocation costs. All costs associated with preparing this Agreement are funded by County Road 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:**



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 ) Resolution No. \_\_\_\_\_  
AGREEMENT WITH PACIFIC GAS & ) Agreement No. \_\_\_\_\_  
ELECTRIC COMPANY )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD SEPTEMBER 15, 2020,  
BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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





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

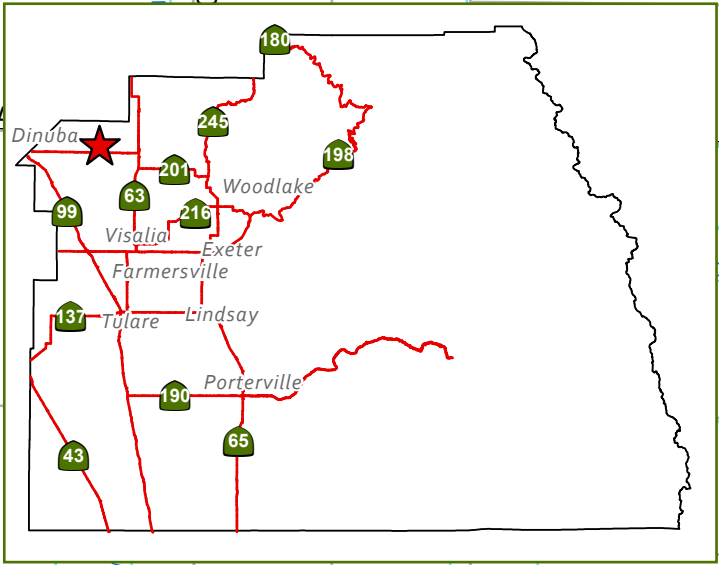
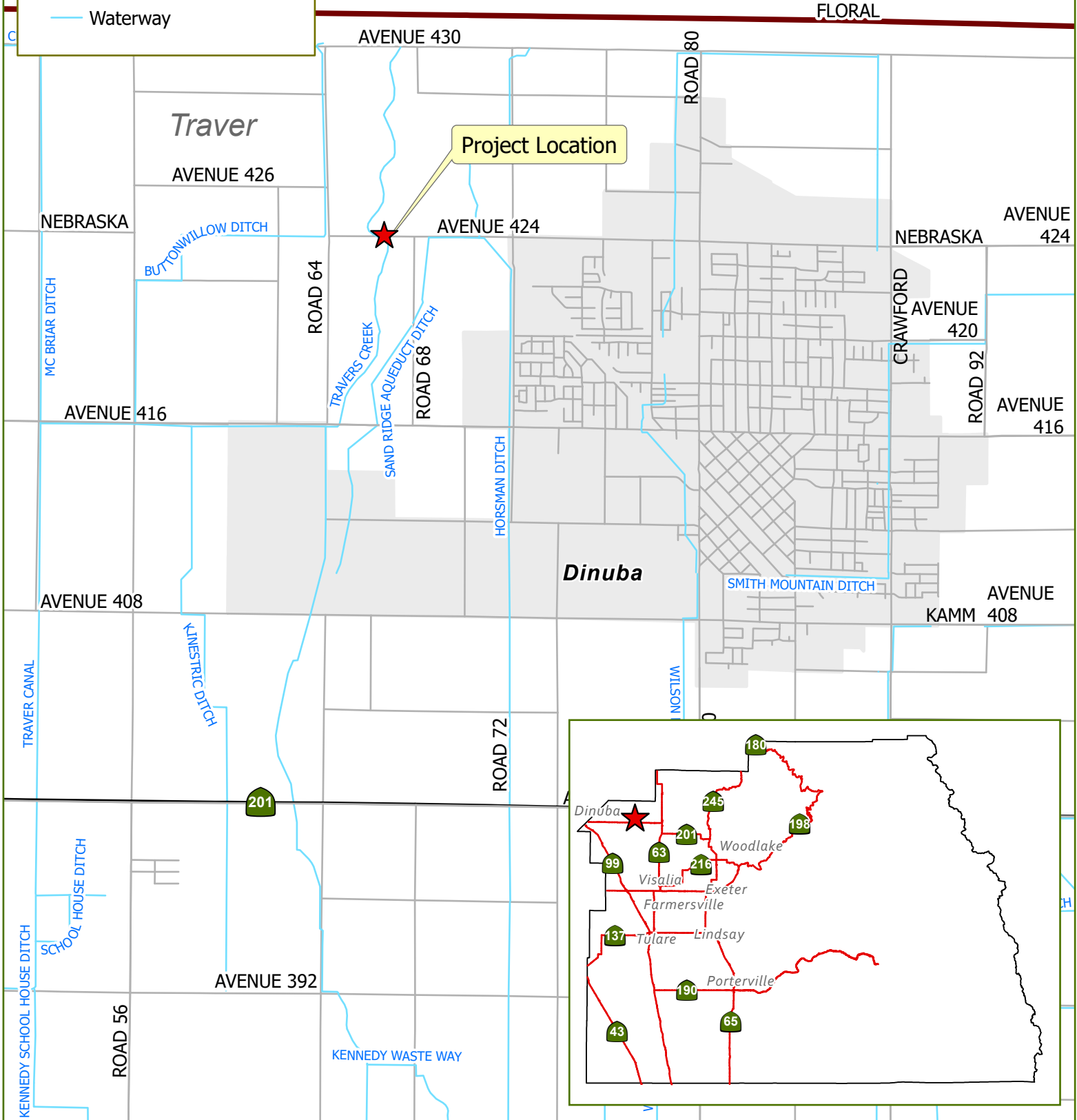
\* \* \* \* \*

1. Approved the Joint Use Agreement with Pacific Gas & Electric Company for the relocation of the electric facilities in connection with the Avenue 424 Traver Canal Bridge Project, near the City of Dinuba, effective upon approval by the Board of Supervisors; and
2. Authorized the Chair of the Board of Supervisors to sign the Agreement.

**Attachment A:**  
**Vicinity Map**

**Legend**

-  Tulare County Boundary
-  Dinuba City Limits
-  Highways
-  Waterway



Avenue 424 Traver Canal Bridge Project  
Vicinity Map

**Attachment B:**  
**Joint Use Agreement**

RECORDING REQUESTED BY AND RETURN TO:

**PACIFIC GAS AND ELECTRIC COMPANY**  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177

Location: City/County Tulare County

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ 0

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Don Vaj for PG&E  
Signature of declarant or agent determining tax

LD# 2216-23-10010

AGREEMENT

**JOINT USE AGREEMENT**

THIS JOINT USE AGREEMENT, hereinafter called "Agreement", entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "PG&E", and the COUNTY OF TULARE, hereinafter called "Agency",

**RECITALS**

A. PG&E is the owner in possession of certain rights of way and easements, hereinafter referred to as "PG&E's easement", described as follows:

PG&E asserts an easement by prescription for its existing electric pole line facilities and appurtenances originally installed on private property.

B. Agency has acquired certain lands for public road purposes in the vicinity of Avenue 424 and the Traver Canal located north of Dinuba, County of Tulare, hereinafter referred to as "Agency right of way", which said Agency right of way is subject to PG&E's easement.

C. PG&E's facilities installed pursuant to PG&E's easement will interfere with the Avenue 424 Traver Canal Bridge Replacement Project, and Agency desires to eliminate such interference.

**NOW, THEREFORE,** PG&E and Agency hereby mutually agree as follows:

1. The location of PG&E's easement so far as it now lies within said Agency right of way is hereby changed to the strip of land within said Agency right of way, hereinafter referred to as "new location", described as follows:

The heavy dashed line designated "New Location" as shown upon the print of PG&E's Drawing Number 31492088 attached hereto and made a part hereof.

2. Agency acknowledges PG&E's title to PG&E's easement in said new location and the priority of PG&E's title over the title of Agency therein. PG&E has and reserves the right and easement to use, in common with the public's use of Agency's right of way, said new location for all of the purposes for which PG&E's easement was acquired, without need for any further permit or permission from Agency. Except in emergencies, PG&E shall give reasonable notice to Agency before performing any work on PG&E's facilities in said new location where such work will be performed in, on or



over the traveled way or improved shoulders of said Agency right of way or obstruct traffic. PG&E shall make adequate provisions for the protection of the traveling public.

3. In the event that the future use of said Agency right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of PG&E's facilities then existing in said new location, the Agency shall notify PG&E in writing of such necessity and agree to reimburse PG&E on demand for its costs incurred in complying with such notice. PG&E will provide Agency with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by Agency and the execution of a relocation contract, PG&E will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. PG&E shall make adequate provisions for the protection of the traveling public. No further permit or permission from Agency for such rearrangement shall be required and if such rearrangement shall require relocation of any of PG&E's facilities outside of said new location, Agency will (1) enter into PG&E's standard form of Joint Use Agreement covering the replacement location of PG&E's easement within the right of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the right of way if necessary to replace PG&E's easement or any part thereof, and (3) reimburse PG&E for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that PG&E shall acquire such easement.

4. PG&E does hereby surrender and quitclaim to Agency all of PG&E's right, title and interest under and by virtue of PG&E's easement in the old location within said Agency right of way and not included in said new location.


5. PG&E hereby consents to the construction, reconstruction, maintenance or use by Agency of the Avenue 424 Traver Canal Bridge Replacement Project over, along and upon PG&E's easement in the new location subject to PG&E's right and easement to use said new location for all of the purposes for which PG&E's easement was acquired and to the terms and conditions herein contained. PG&E does not by this Agreement and shall not be deemed to subordinate its rights in the new location to any use which Agency shall make of said area.

6. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of PG&E's easement or the priority thereof over the title of Agency in said new location. Both Agency and PG&E shall use said new location in such a manner as not to interfere unreasonably 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 PG&E or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or PG&E in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

7. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

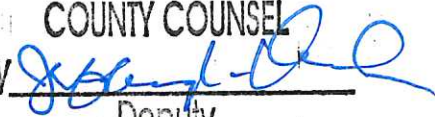
The parties have caused this Agreement to be executed by their respective duly authorized officials.

PACIFIC GAS AND ELECTRIC COMPANY

By   
Marisol Garcia,  
Supervisor  
Land Rights Services, South

COUNTY OF TULARE

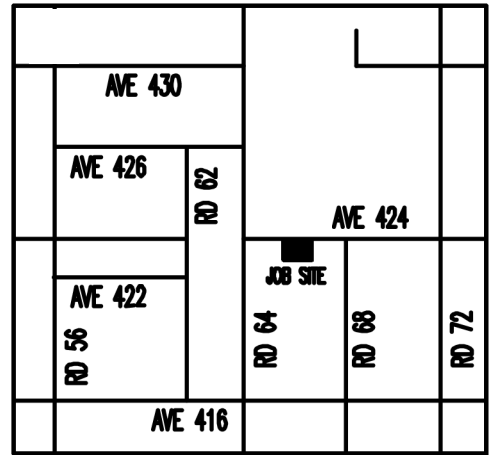
By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
By   
Deputy  
Walter #  
2020465

I hereby certify that a resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the \_\_\_\_\_  
authorizing the foregoing agreement.  
By \_\_\_\_\_

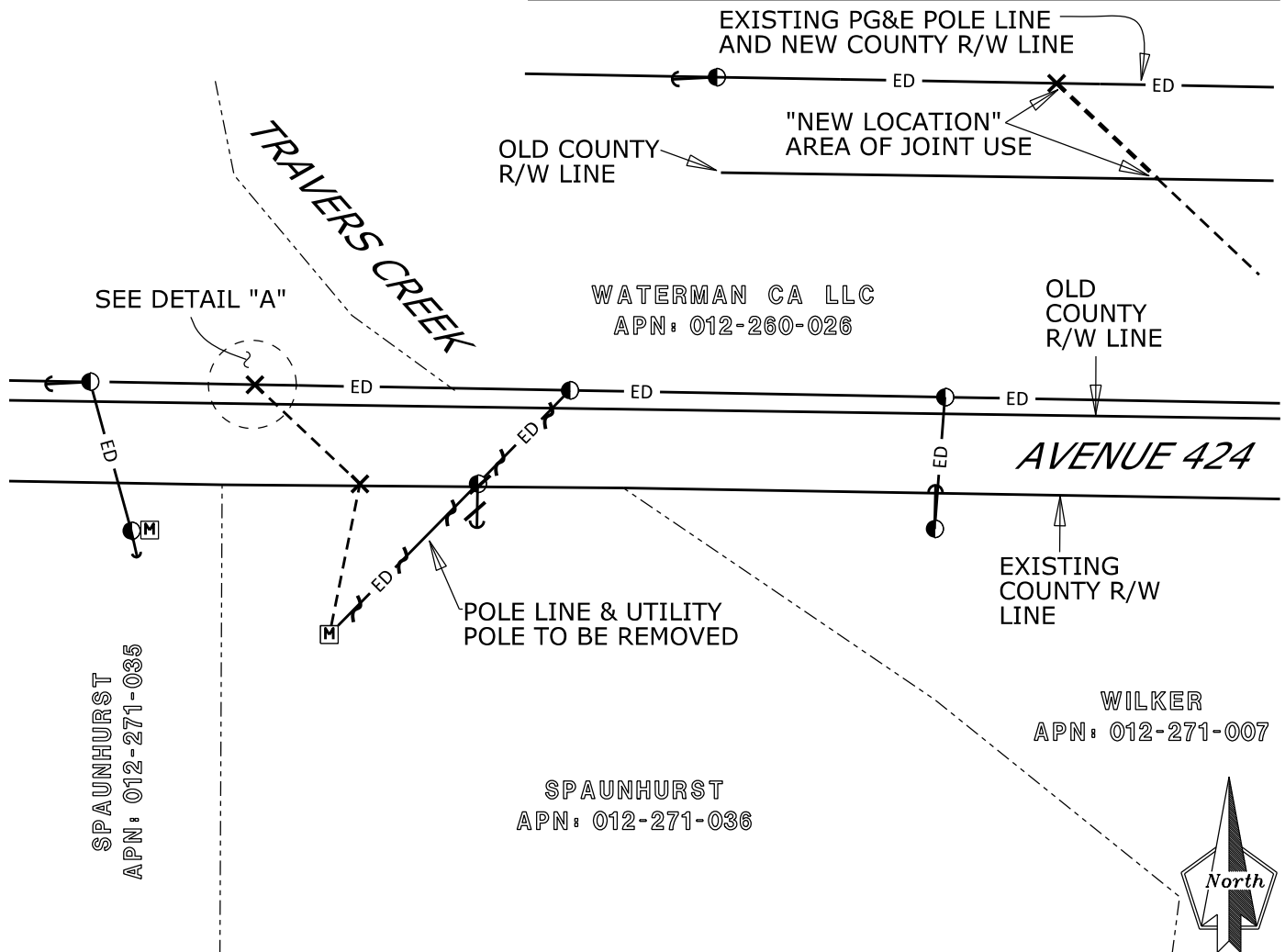
**LEGEND**

- - PROPERTY LINE
- - PROPOSED ELECTRIC LINE RELOCATION
- ED — - PG&E ELECTRIC DISTRIBUTION LINE
- ED — - PG&E ELECTRIC LINE TO BE REMOVED
- - EXISTING ROAD R/W LINE
- - UTILITY POLE
- > - EXISTING ANCHOR
- ⊗ - UTILITY POLE TO BE REMOVED
- > - ANCHOR TO BE REMOVED
- × - NEW UTILITY POLE
- ⊠ - EXISTING ELECTRIC METER
- N.T.S. - NOT TO SCALE



**VICINITY MAP**

**DETAIL "A" (N.T.S.)**



Applicant: <b>EXHIBIT "A"</b>				SCALE: <b>N.T.S.</b>	DATE: <b>3/6/2020</b>
<b>JOINT USE AGREEMENT-6609 AVENUE 424, DINUBA CA</b>					
SECTION 01-SW $\frac{1}{4}$ SW $\frac{1}{4}$ 12-NW $\frac{1}{4}$ NW $\frac{1}{4}$	TOWNSHIP <b>16S</b>	RANGE <b>23E</b>	MERIDIAN <b>MDB&amp;M</b>	COUNTY OF: TULARE	CITY OF: DINUBA
PLAT MAP REFERENCES		ELECTRIC PLAT 16231D & 16231A		F.B.: N/A	DR.BY: CXVE CH.BY: PXVH
		<b>PG&amp;E</b>		FRESNO DIVISION	115430602 AUTHORIZ
					31492088 DRAWING NO.