



**CAO – Capital Projects  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

ALLEN ISHIDA  
District One

CONNIE CONWAY  
District Two

PHILLIP A. COX  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** April <sup>28</sup>~~21~~, 2009

|                                                                                                                |     |                                     |    |                                     |     |                                     |
|----------------------------------------------------------------------------------------------------------------|-----|-------------------------------------|----|-------------------------------------|-----|-------------------------------------|
| Public Hearing Required                                                                                        | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/>            |
| Scheduled Public Hearing w/Clerk                                                                               | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| Published Notice Required                                                                                      | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/>            |
| Advertised Published Notice                                                                                    | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| Meet & Confer Required                                                                                         | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/>            |
| Electronic file(s) has been sent                                                                               | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            | N/A | <input type="checkbox"/>            |
| Budget Transfer (Aud 308) attached                                                                             | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| Personnel Resolution attached                                                                                  | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| Resolution, Ordinance or Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s) | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            | N/A | <input type="checkbox"/>            |

CONTACT PERSON: Brian Summers    PHONE: 636-5005

**SUBJECT:** Capital Projects – Phase 1 – Mooney Grove Park Bike and Trail Project

**REQUEST(S):**  
That the Board of Supervisors:  
1) Approve a Common Use Agreement with Tulare Irrigation District; and  
2) Approve the bid documents for the project; and  
3) Authorize the advertisement of bids for the subject project; and  
4) Set the bid opening for the project at 2:00 p.m. on Thursday, May 28, 2009.

**SUMMARY:**  
Construction of the new History of Farm Labor and Agriculture Museum Project is underway. In conjunction with the new Museum project is the development of the Mooney Grove Park Bike and Trail project. A Measure R Program Supplement was approved for the first phase of this project by your Board on March 3, 2009.

Tulare Irrigation District is in possession of an existing easement for the maintenance and operation of Cameron Creek within Mooney Grove Park boundaries. The Common Use Agreement delineates the area required to facilitate the installation of utilities and a bridge over Cameron Creek to serve the new Museum and the Bike and Trail projects.

The Bid documents, prepared by Provost and Pritchard Engineering, have been reviewed Resource Management Agency Engineering Branch and found to be in

**SUBJECT:** Capital Projects – Phase 1 – Mooney Grove Park Bike and Trail Project  
**DATE:** April 21, 2009

order.

The Project is ready to bid, and will consist of the refurbishment and installation of one section of the Old Tule River Bridge, site utilities for the Museum facility and site amenities consistent with the Bike and Trail project including concrete paths and fencing. Phase 1 of the Project is estimated at \$425,000, and is funded in the Resource Management Agency. County Counsel has reviewed the project and related documents and has approved as to form.

**FISCAL IMPACT/FINANCING:**

The project is funded in the Resource Management Agency Fund 014-225-2300-2150. Phase 1 of the Project is estimated at \$425,000

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

The project links well with Strategic Initiative #3 by providing additional educational, recreational and cultural opportunities.

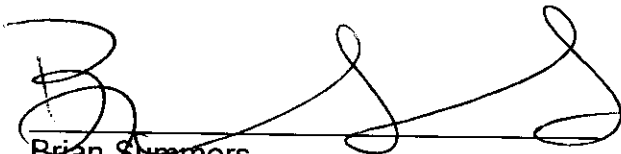
**ALTERNATIVES:**

Do not approve the Common Use Agreement or Bid documents. Staff does not recommend this option.

**INVOLVEMENT OF OTHER DEPARTMENTS OR AGENCIES:**

The General Public is the end-user of the project. Resource Management Agency has reviewed the engineering documents and County Counsel has reviewed and approved the project.

**ADMINISTRATIVE SIGN-OFF:**



Brian Summers  
Senior Capital Projects Coordinator

Cc: Auditor/Controller  
County Counsel  
County Administrative Office (2)  
Resource Management Agency

Attachment(s) Common Use Agreement and Bid documents

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

IN THE MATTER OF Capital Projects )  
Phase 1 Mooney Grove Park )  
Bike and Trail Project )

RESOLUTION NO. \_\_\_\_\_  
AGREEMENT NO. \_\_\_\_\_

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JEAN ROUSSEAU  
COUNTY ADMINISTRATIVE OFFICER  
CLERK, BOARD OF SUPERVISORS

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

\* \* \* \* \*

1. Approved a Common Use Agreement with Tulare Irrigation District; and
2. Approved the bid documents for the project; and
3. Authorized the advertisement of bids for the subject project; and
4. Set the bid opening for the project at 2:00 p.m. on Thursday, May 28, 2009.

*Documentary Transfer Tax -- \$0.00*

*Recorded for the Benefit of:*

***TULARE IRRIGATION DISTRICT  
P.O. Box 1920 Tulare, CA 93275***

*Recording Information*

**AGREEMENT FOR COMMON USE OF EASEMENTS**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of April, 2009, by and between the TULARE IRRIGATION DISTRICT hereinafter referred to as "DISTRICT", and the County of Tulare hereinafter referred to as "COUNTY" with reference to the following Recitations.

R E C I T A T I O N S :

A. DISTRICT is the owner of a right-of-way, located in Mooney Grove Park, 27000 South Mooney Boulevard in the City of Visalia, Tulare County, for its use in connection with the construction and maintenance of a ditch known as the "Cameron Creek"

B. COUNTY has or will acquire certain lands in the same area as the DISTRICT's right of way, and COUNTY intends to use the land for the purpose of constructing, maintaining and operating extension of COUNTY Utilities.

C. A portion of DISTRICT's right-of-way is on the COUNTY's land which is more specifically described in the legal description attached hereto as Exhibit "A", and shown on the diagram attached hereto as Exhibit "B", such overlapping area being hereby designated as the "Area of Common Use".

D. The improvements to be constructed by COUNTY within the Area of Common Use are attached hereto as Exhibit "C" (the attached improvements are hereinafter referred to as "the Improvements").

E. DISTRICT and COUNTY wish to establish certain conditions under which the Area of Common Use shall be used by the Parties.

A G R E E M E N T

NOW, THEREFORE, it is agreed as follows:

I

DISTRICT hereby acknowledges the County has the right to use the Area of Common Use for purposes of constructing, maintaining and operating the Improvements.

II

COUNTY shall, at its own cost locate, construct, and maintain the Improvements in the Area of Common Use in such a manner and of such material as may be required so that it will not reasonably interfere with the present or future uses of DISTRICT. COUNTY will

endeavor to coordinate the construction of the Improvements so that it does not interfere with DISTRICT's water delivery and maintenance schedules. The constructed facilities will endeavor to be in conformance with the construction plans developed for the Improvements.

### III

All of the Improvements constructed or installed pursuant to this Agreement shall be the property of COUNTY, and all appurtenances and facilities installed or existing in the Area of Common Use which are related to DISTRICTS' facilities shall be the property of DISTRICT. Except as herein otherwise provided, neither DISTRICT nor COUNTY shall have any right, title, or control over the other's property other than it already has under applicable law.

### IV

Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate DISTRICTS' easement in the Area of Common Use. Both DISTRICT and COUNTY shall use the Area of Common Use in such a manner as not to unreasonably interfere with the rights of one another and nothing herein shall be construed as a release or waiver of any claim for compensation or damages which DISTRICT or COUNTY may now have, or may hereafter acquire, resulting from the construction or alteration of existing facilities or the construction or alteration of additional facilities by either DISTRICT or COUNTY which causes damage to or unreasonable interference with the use of the Area of Common Use by the other Party.

### V

COUNTY and the DISTRICT shall be responsible to pay, and shall reimburse each other upon demand, for any reasonable cost incurred by DISTRICT for work performed by DISTRICT or COUNTY that is caused by or required by the other's construction, maintenance or use of the Improvements, whether such work was completed at the Party's expense or as reasonably determined to be necessary by the Party.

Except as described above, DISTRICT and COUNTY shall be responsible for the maintenance, repair, alteration, improvement or relocation of their respective facilities within the Area of Common Use.

Nothing in this Agreement shall relieve the Parties from any responsibility toward the other for damage to the other's property located outside of the common use area.

### VI

The Parties agree to be mutually responsible for all

injuries, damages, and claims to persons or property arising out of the use of the Area of Common Use, except for any such claims arising out of the willful misconduct of a Party, their representatives, directors, officers, employees, agents or authorized volunteers. The Parties agree to defend, hold harmless, and mutually indemnify each other, their respective directors, officers, employees or authorized volunteers against any and all such injuries, damages, and claims.

#### VII

Except in the event of an emergency, or as necessary to maintain the flow of water in DISTRICTS' canal or pipeline, each Party shall give the other reasonable notice before performing or permitting any work affecting the other's facilities in the Area of Common Use, and shall furnish the other Party with plans and specifications describing the work to be done beforehand. DISTRICT shall not permit installation of facilities by others in the Area of Common Use without the written consent of the COUNTY. The COUNTY shall have the right to specify reasonable conditions on, or changes in, the proposed work and schedule when necessary to prevent damage to its facilities or interference with its operations in the Area of Common Use. Where such changes shall result in additional expense, such expense shall be borne by the DISTRICT. Each Party agrees to repair any damage to the other Party's facilities caused by work permitted, directed or performed by it within the Area of Common Use. In the event of an emergency, no such notice shall be required and either Party may proceed to do what is reasonably necessary to prevent serious loss or damage and to protect the public health and safety. An emergency shall be deemed to exist if immediate action is reasonably required to prevent serious loss or damage to life or property, or to protect the public health and safety.

#### VIII

This Agreement shall apply to and bind successors and assigns of the respective Parties hereto.

#### IX

Violation of any term of this Agreement shall be cause of termination of the Agreement, and in such an event, the Parties shall have all remedies available at law or equity to enforce their right to the unimpeded use of the Area of Common Use. No termination of this Agreement shall release the Parties from liability hereunder, whether of indemnity or otherwise.

#### X

If a dispute arises out of or relating to this agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle





"COUNTY"

"DISTRICT"

TULARE IRRIGATION DISTRICT  
A Public Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

CHAIRMAN, BOARD OF SUPERVISORS

J. Paul Hendrix, Secretary

COUNTY OF TULARE  
2800 West Burrel,  
Visalia, Ca.

Attest: Jean Rousseau  
County Administrative Officer/ Clerk  
Of the Board of Supervisors of the  
County of Tulare

By: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
County Counsel

Exhibit "A"

A strip of land, 60 feet wide, over a portion of that land originally deeded to Rocky Ford Canal and Irrigation Company as a 60 foot right of way for ditch construction and maintenance, as per document recorded August 9, 1875 in Book R, Page 525 of Deeds, Office of the Recorder, Tulare County, located in Section 18, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, the centerline of which strip is more accurately described as follows:

Commencing at the southeast corner of the northwest quarter of said Section 18; thence

North  $0^{\circ}16'02''$  West, along the east line of said northwest quarter, 991.50 feet to the centerline of an existing ditch, as said ditch is shown on the Record of Survey recorded in Book 29, Page 37 of Licensed Surveys, Tulare County Records; thence

Westerly, along the centerline of said ditch, 4.08 feet along a non-tangent curve, concave southwesterly with a radius of 60.00 feet, a central angle of  $03^{\circ}53'38''$  and a beginning radial which bears South  $24^{\circ}09'20''$  West; thence

North  $69^{\circ}44'18''$  West, along the centerline of said ditch, 85.44 feet to the centerline of said 60 foot right of way, being the centerline of Cameron Creek, as said centerline is shown on said Record of Survey; thence

Westerly, along the last said centerline, 38.16 feet along a non-tangent curve concave northwesterly with a radius of 110.00 feet, a central angle of  $19^{\circ}52'41''$  and a beginning radial which bears North  $35^{\circ}23'31''$  West; thence

South  $74^{\circ}29'20''$  West, continuing along said centerline, 191.51 feet; thence

South  $60^{\circ}51'59''$  West, continuing along said centerline, 164.10 feet; thence

South  $71^{\circ}35'47''$  West, continuing along said centerline, 337.08 feet; thence

Southwesterly, continuing along said centerline, 164.72 feet along a tangent curve concave southeasterly with a radius of 265.00 feet and a central angle of  $35^{\circ}36'52''$  to the TRUE POINT OF BEGINNING of said strip; thence

South  $35^{\circ}58'56''$  West, continuing along said centerline, 75.00 feet to the terminus of said strip.

The sidelines of said strip are to coincide with the side boundaries of said existing 60 foot wide ditch right of way.

END OF DESCRIPTION

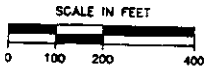
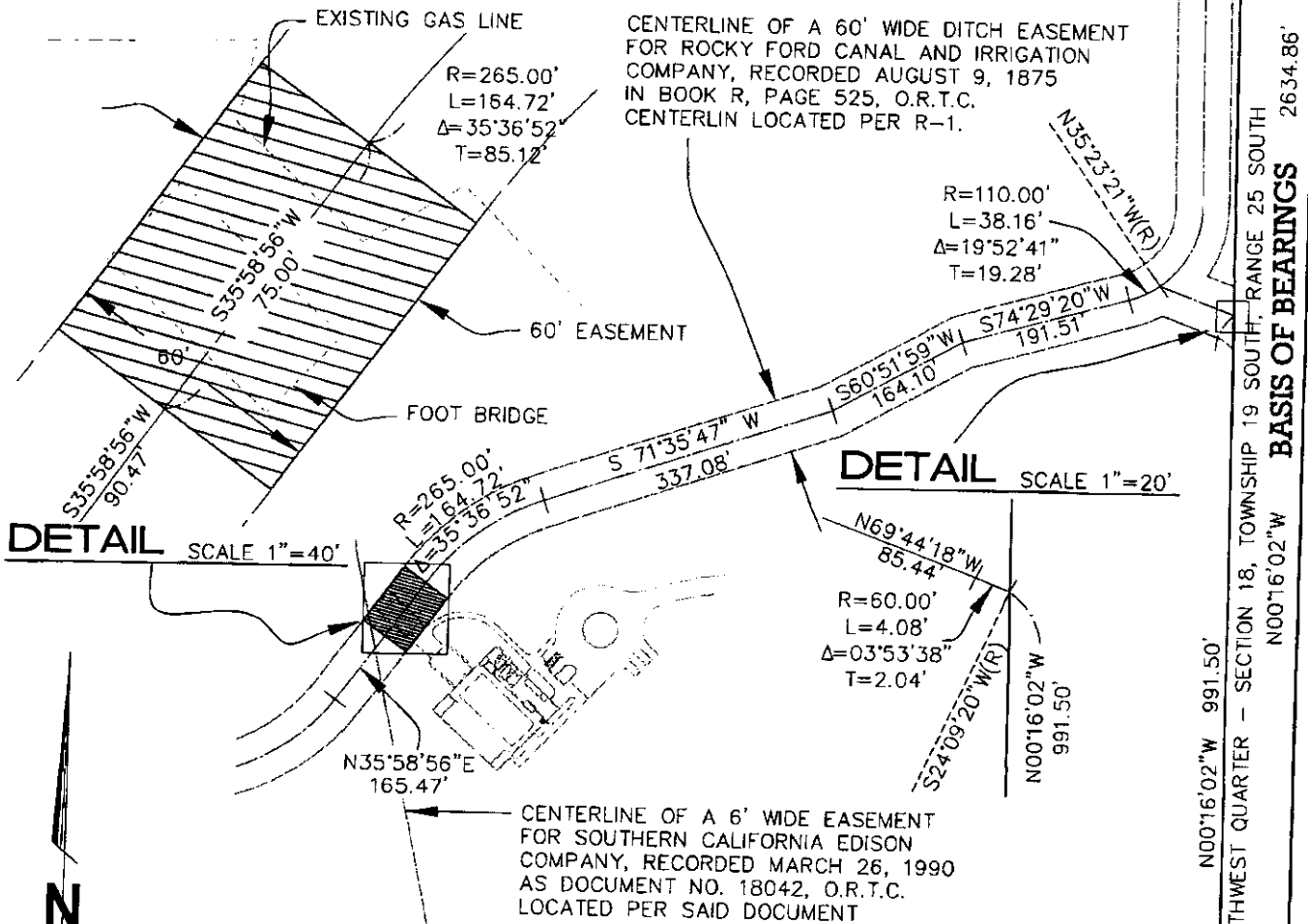


# EXHIBIT B

## LEGEND

- FOUND AND ACCEPTED MONUMENT AS NOTED
  - ( ) INDICATES RECORD DATA OR CALCULATED THEREFROM
  - R-1 DATA PER RECORD OF SURVEY RECORDED IN VOL. 29 OF LICENSED SURVEYS, PG. 37, T.C.R.
  - T.C.R. TULARE COUNTY RECORDS
  - O.R.T.C. OFFICIAL RECORDS, TULARE COUNTY
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

NORTH 1/4 CORNER  
S.18, T.19S., R.25E.  
M.D.B.&M. FD BRASS  
DISK FLUSH, PER  
COUNTY TIES



Prepared by

EST. 1948  
**PROVOST & PRITCHARD**  
ENGINEERING GROUP  
An Employee Owned Company

130 NORTH GARDEN STREET  
WALIA, CALIFORNIA 93291-6382  
559/636-1186 FAX 559/636-1177

DATE: FEB 23, 2009  
JOB NO: 139904V1  
DRAWING NO: EASE



SE COR., NW QTR.,  
S.18, T.19S., R.25E.  
M.D.B.&M. FD T.C.  
CORNER DN 0.5', PER  
COUNTY TIES

SIGNED  
2/26/09

## EXHIBIT "C"

Scope of work: The scope of work for the Improvements are as follows; installation of an existing steel truss bridge approximately 20 feet wide by 40 feet long over Cameron Creek and related concrete site work; installation of electrical, gas, phone and data utilities under Cameron Creek adjacent to new bridge; installation of fencing/gates as required to provide access control points for Museum and Park grounds.

### New Bridge:

1. Design shall be completed by Provost and Pritchard Engineering
2. Bridge will be one segment of the old Tule River bridge, a steel truss, wooden deck bridge.
3. Bridge shall be designed and constructed for emergency vehicle access, but shall be primarily a pedestrian crossing
4. Project will include site concrete work to connect it to the existing Museum grounds on the north, and the new Museum facility under construction on the south side of Cameron Creek.
5. Project will be completed during the summer/fall of 2009

### Utility Crossing:

1. Utilities to be installed are electrical, gas, phone and data
2. Crossing shall be in conformance with District standards and trench details
3. Crossing will be inside the Area of Common Use, on the east side of the new bridge and will provide utility service to the new Museum facility under construction
4. Crossing will be installed during the spring of 2009, and will be coordinated with District water deliveries

### Site Fencing:

1. Fencing shall be installed on both sides of Cameron Creek to provide access to the Museum facilities when open, and the Park grounds
2. Fencing will be 6 feet tall wrought iron with gates to match