



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

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One
PETE VANDER POEL
District Two
PHILLIP A. COX
District Three
J. STEVEN WORTHLEY
District Four
MIKE ENNIS
District Five

AGENDA DATE: August 12, 2014

| | | | | |
|---|-----|-------------------------------------|-----|-------------------------------------|
| 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 a Cooperative Agreement with Cutler-Orosi Unified School District

REQUEST(S):

That the Board of Supervisors:

1. Approve the Cooperative Agreement with the Cutler-Orosi Unified School District for the Orosi High School Safe Routes to School Project; and
2. Authorize the Chairman of the Board of Supervisors to sign the Cooperative Agreement on behalf of the County of Tulare after review and approval as to form by County Counsel.

SUMMARY:

The Orosi High School Safe Routes to School Project will construct curb, gutter, sidewalk and landscape improvements along Road 126 (east side) between Miller Avenue and Avenue 419, on the west side of the Orosi High School campus in the community of Orosi. The purpose of the project is to provide school children a safe walking path to get to and from school.

This Cooperative Agreement defines the responsibilities between the District and the County of Tulare for performance of the work and their proportion of the expense for the project. Specifically, this agreement defines that the County will act as the lead agency and be responsible for the project from design through construction. The District will assume maintenance and upkeep responsibilities for the sidewalk and landscape improvements on District property and will also contribute \$27,400 towards the project. The District will be having their School Board meeting August 14th to approve and sign the Cooperative Agreement.

SUBJECT: Approve a Cooperative Agreement with Cutler-Orosi Unified School District
DATE: August 12, 2014

Construction is anticipated to begin in August 2014.

FISCAL IMPACT/FINANCING:

There is no net cost to the County General Fund.

The total project cost is estimated to be \$246,865, which includes \$15,000 in preliminary engineering costs, \$195,332 in construction costs, \$19,533 in contingencies and \$17,000 in construction engineering costs.

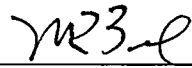
State Safe Routes to School funding will be used to reimburse the project, which will be partially funded by Cutler-Orosi Unified School District and County Road Funds as follows:

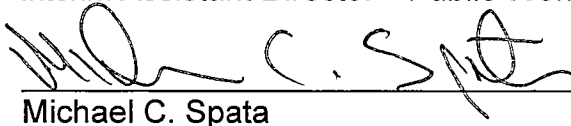
| | |
|--|------------------|
| State Safe Routes to School Grant (County Agreement No. 25987) | \$171,900 |
| School District (this Cooperative Agreement) | \$ 27,400 |
| Road Funds | <u>\$ 47,565</u> |
| Total funding available: | \$246,865 |

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.

ADMINISTRATIVE SIGN-OFF:


_____ 7-29-14
Michael Bond, P.E. Date
Interim Assistant Director—Public Works


_____ 7.29.14
Michael C. Spata Date
Associate Director
Resource Management Agency

MS:br:

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

Attachments: Attachment A - Vicinity Map
Attachment B - Cooperative Agreement

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

IN THE MATTER OF APPROVE A)
COOPERATIVE AGREEMENT WITH) Resolution No. _____
CUTLER-OROSI UNIFIED SCHOOL)
DISTRICT)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE BOARD
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD AUGUST 12, 2014, BY THE
FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

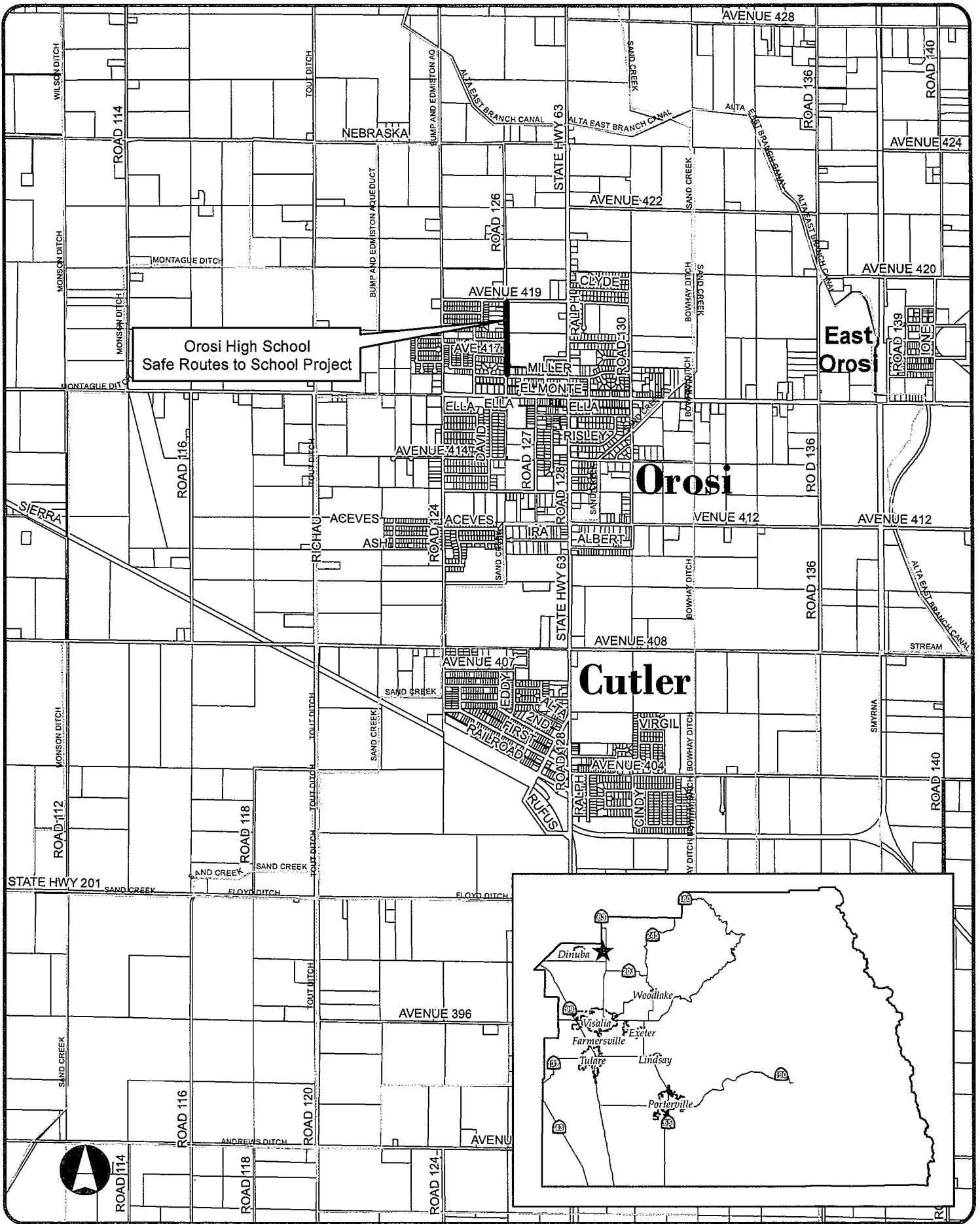
ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved the Cooperative Agreement with the Cutler-Orosi Unified School District for the Orosi High School Safe Routes to School Project; and
2. Authorized the Chairman of the Board of Supervisors to sign the Cooperative Agreement on behalf of the County of Tulare after review and approval as to form by County Counsel.

Attachment A – Vicinity Map

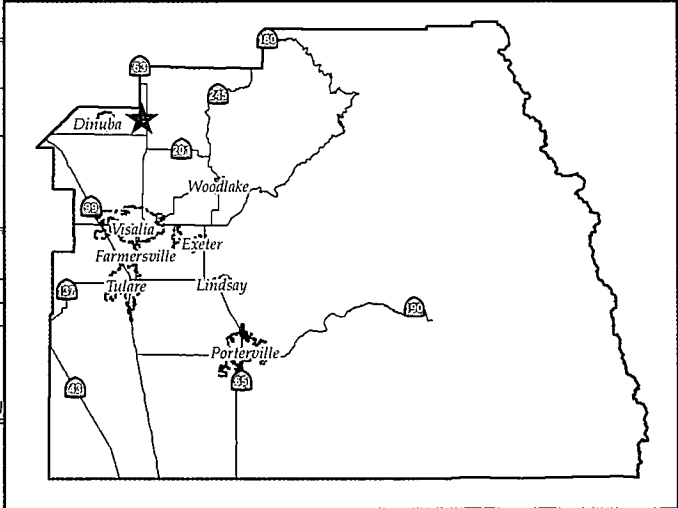


Orosi High School
Safe Routes to School Project

East
Orosi

Orosi

Cutler



Attachment B – Cooperative Agreement

COOPERATIVE AGREEMENT

OROSI HIGH SCHOOL SAFE ROUTES TO SCHOOL PROJECT

THIS AGREEMENT is entered into this ____ day of _____, 2014, between the County of Tulare, hereinafter referred to as "COUNTY," and the Cutler-Orosi Joint Unified School District, hereinafter referred to as "DISTRICT," with reference to the following:

- A. WHEREAS, DISTRICT has requested to construct curb, gutter, sidewalk, landscape and other improvements, including drive ways, primarily on the DISTRICT'S property on the eastside of Road 126 as described on EXHIBIT A that conforms to COUNTY and Caltrans standards; and
- B. WHEREAS, COUNTY desires to undertake said improvements as the lead agency and DISTRICT is willing to allow COUNTY to assume the lead agency role; and
- C. WHEREAS, DISTRICT shall maintain, repair, operate and assume liability of said improvements on DISTRICT'S property; and
- D. WHEREAS, DISTRICT will contribute an amount of Twenty-Seven Thousand Four Hundred Dollars (\$27,400) towards the cost of said improvements.

ACCORDINGLY, IT IS AGREED:

1. DISTRICT authorizes COUNTY to undertake said improvements as shown on EXHIBIT A attached hereto and incorporated herein by this reference.
2. COUNTY agrees to construct said improvements in accordance with all applicable Federal, State, and Local laws, regulations and directives.
3. COUNTY and DISTRICT agree that no authorization, encroachment permits, oversight, input or requirement other than the authority conferred by this Agreement and the Permission to Enter (EXHIBIT B) shall be required by DISTRICT for any of COUNTY'S responsibilities under this Agreement as deemed necessary by COUNTY.

Tulare County Agreement No. _____

4. DISTRICT agrees in exchange for valuable consideration of improvements on DISTRICT'S property, an agreeable dollar amount to be the DISTRICT'S matching fund in the amount of Twenty-Seven Thousand Four Hundred Dollars (\$27,400) to execute the construction improvements.
5. The term of this Agreement is indefinite and continue until such time both parties deem its dissolution. The indemnity provisions contained in Paragraph 10 of this Agreement shall continue in full force and effect beyond expiration or termination of this Agreement by any other means.
6. DISTRICT agrees to pay Twenty-Seven Thousand Four Hundred Dollars (\$27,400) towards the expenses arising out of the design, construction and construction management of said improvements and COUNTY hereby agrees to pay all expenses in excess of Twenty-Seven Thousand Four Hundred Dollars (\$27,400) arising out of the design, construction and construction management of said improvements.
7. This agreement shall become effective upon the date first written above.
8. From and after the effective date of this Agreement, COUNTY shall have all responsibility and liability for all activities and omissions related to the design, construction, and construction management of said improvements on DISTRICT'S property including its integration with any connecting sidewalks and roads.
9. District shall have all responsibility and liability arising out of the operation, maintenance and upkeep of said improvements in District's property, including paying all expenses and hereby waives any claim against the COUNTY for any cost of operation, maintenance and upkeep of said improvements on DISTRICT'S property.
10. A party ("Indemnifying Party") shall hold harmless and indemnify the other Party ("Indemnified Party") and its respective governing Boards, officers, directors, employees, authorized agents, engineers, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses that arise out of or as a result of any negligent act or omission or willful misconduct of the Indemnifying Party or its officers, agents, employees, engineers, contractors or subcontractors in carrying out Indemnifying Party's obligations under this Agreement or under any other agreement executed pursuant hereto, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the Indemnified Party or their respective agents and servants who are directly responsible to such Indemnified Party.

11. COUNTY shall maintain complete and accurate records with respect to all works of improvement authorized by this Agreement. District shall maintain complete and accurate records with respect to operation and maintenance of the improvements.

12. This Agreement represents the entire agreement between COUNTY and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

13. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: Assistant Director – Public Works
Tulare County Resource Management Agency
5961 S. Mooney Blvd.
Visalia, CA 93277

(Fax No.: (559) 730-2653 / Phone No. (559) 624-7000)

DISTRICT: Superintendent
Cutler-Orosi Joint Unified School District
12623 Avenue 416
Orosi, CA. 93647

(Fax No.: (559) 528-3132 / Phone No. (559) 528-4763)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

14. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

15. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

16. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. COUNTY waives the removal provisions of California code of Civil Procedure Section 394.

17. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

18. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

19. This Agreement is subject to applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

20. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.

21. COUNTY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

THE PARTIES, having read and considered the above provision, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY _____
Chairman, Board of Supervisors

ATTEST: Jean M. Rousseau,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By _____ Date _____
Deputy
Matter ID 2014-027

CUTLER-OROSI JOINT UNIFIED
SCHOOL DISTRICT


BY _____
Superintendent

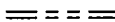
ATTEST:

BY _____

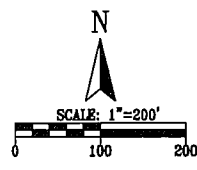
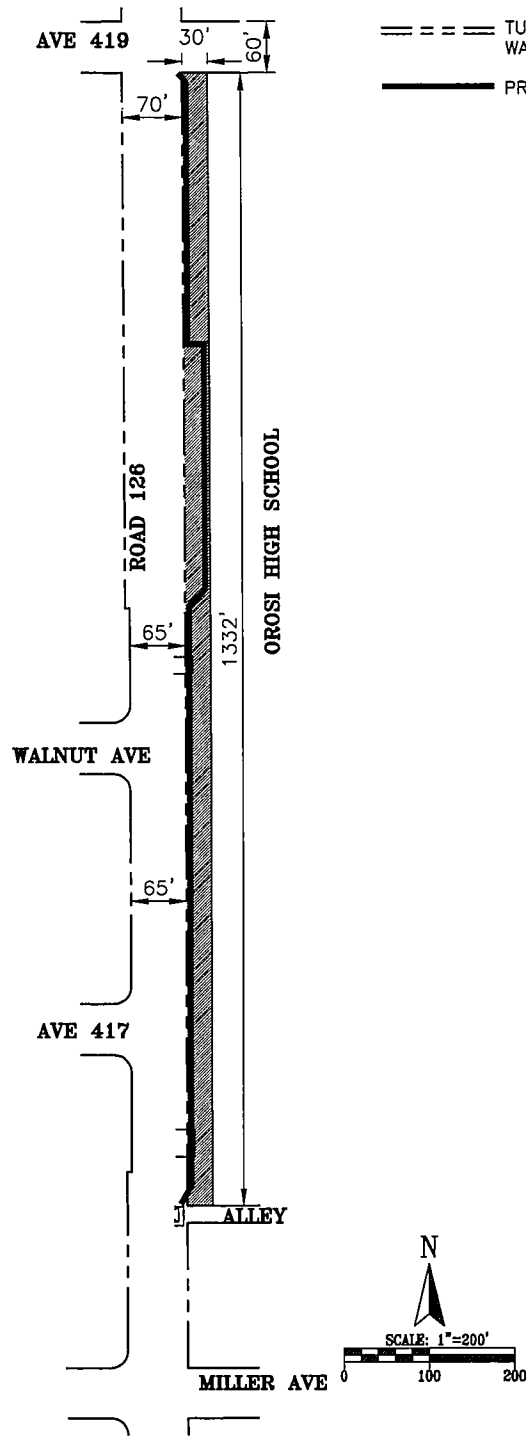
EXHIBIT "A"

LEGEND

 APPROXIMATE LOCATION OF SIDEWALK, LANDSCAPE AND OTHER IMPROVEMENTS IN CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT PROPERTY.

 TULARE COUNTY RIGHT OF WAY.

 PROPOSED SIDEWALK.



**EXHIBIT A
 OROSI HIGH SCHOOL
 41815 ROAD 128
 OROSI, CA 93647**

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



EXHIBIT B

PERMISSION TO ENTER

The undersigned hereinafter referred to as the Owner, hereby grants permission to the County of Tulare and its authorized agents to enter upon the certain property of the Owner located or described herein, upon the following terms and conditions:

1. This permission is granted on the conditions that the County, its agents and contractors use reasonable care in the manner of making entry onto the property, that real and personal property and improvements on the property shall not suffer unreasonable damage, and that all damage thereto shall be repaired or compensated at no expense to the Owner. Breach of this condition shall entitle the Owner to terminate this permission on ten (10) days written notice to the Tulare County Resource Management Agency, 5961 S. Mooney, Visalia, CA 93277.

2. The purposes of such entry by the said County or its authorized agents shall be as follows:

Construct a new rolling curb gutter, sidewalk, ADA compliant crosswalk ramp and a green strip and trees along Road 126 from Miller Ave to Ave 419 on the Cutler-Orosi Unified School District property, otherwise known as Orosi High School, for the Safe Routes to School project. Any debris generated by the work will be removed. The work will be performed by County forces or a licensed construction contractor under contract to the County.

Removal of two existing trees near the bus shed and stumps will be completed by the School District.

3. Such permission to enter, and any entry or use of the said property by the said County shall not operate to create any permanent easement or any other property right in the County or public.
4. It is expressly understood and agreed that neither this instrument nor any act carried out hereunder, shall create any right in the Owner or any other person to the continued accomplishment of the above by the County.
5. Said property is described or located as follows:

| | |
|-------------|--|
| APN: | Description of Properties: |
| 023-010-016 | South half of the Northwest quarter of the Southeast Township 16 South, Range 25 East, Mount Diablo; The East side of Road 126 between Miller Ave and Ave 419. Also known as: Orosi High School |

Date: _____

By _____
Superintendent
12623 Ave 416
Orosi, Ca 93647