

## Memorandum of Understanding

Between

The City of Visalia

and

County of Tulare

### for the Goshen-Visalia Corridor Connection Project

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the CITY OF VISALIA ("CITY") and the COUNTY OF TULARE ("COUNTY"), collectively hereinafter referred to as the "PARTIES," or individually as the "PARTY".

#### I. RECITALS

- A. **WHEREAS**, on December 5, 2024, the California Transportation Commission (CTC) adopted the 2025 Active Transportation Program (ATP) Statewide and Small Urban and Rural components.
- B. **WHEREAS**, the adopted program of projects for the Small Urban and Rural component included \$16,870,000 for four projects. Within the Small Urban and Rural component, the CITY received \$2,636,000 of its \$34,608,000 request for the Goshen Visalia Corridor Connection Project (PROJECT).
- C. **WHEREAS**, on June 26, 2025, CTC amended the PROJECT's programmed in the Small Urban and Rural component, adding \$31,672,000 to the construction phase in fiscal year 2028-29, and \$300,000 to the construction non-infrastructure phase in fiscal year 2025-26, for a total programmed amount of \$34,608,000.
- D. **WHEREAS**, the PROJECT improves the CITY's 5.6-mile Class 1 multi-use Goshen Trail (TRAIL), creating an active transportation spine. The PROJECT also adds traffic calming measures, sidewalk and Class IV bikes lanes within the Unincorporated Community of Goshen (COMMUNITY) creating a multi-modal network with connection to the TRAIL's network spine, establishing connectivity from a disadvantaged community to the neighboring City.
- E. **WHEREAS**, the TRAIL is exceptional in its location as it connects the COMMUNITY and the CITY's industrial park to Downtown Visalia with minimal interruptions and traverses many living and working spaces, giving the project extraordinary potential for high and varied use for commuting, school trips, exercising, and recreation.
- F. **WHEREAS**, improvements within the COMMUNITY will provide multi-modal connections with traffic safety enhancements to the TRAIL, opening non-vehicular connections to medical services, employment, and schools located in the CITY.

- G. **WHEREAS**, the current conditions of the TRAIL and corridors within the COMMUNITY are in disrepair with many low spots with poor drainage causing flooding to occur, minimal trees providing comfort during warm weather, and minimal lighting, or public amenities.
- H. **WHEREAS**, a primary safety concern along the TRAIL is lack of separation from adjacent roadway in areas due to missing landscaping buffers, curbs and gutters. The PROJECT addresses the need for a safe, aesthetically pleasing, and convenient infrastructure for all commuters and non-vehicular travel.
- I. **WHEREAS**, the PROJECT will reconstruct the TRAIL into a 10-ft wide multi-use trail, with protected intersection crossings distance, close multiple gaps, install a traffic circle, and improve four corridors within the COMMUNITY. Improvements address flooding, traffic safety, and railroad crossing safety as well as lack of facilities within the Goshen Community.
- J. **WHEREAS**, the PROJECT is a high priority for the COUNTY, as it will provide much-needed traffic safety improvements in the Disadvantaged Community of Goshen, and essential connectivity to the CITY. This project truly embodies the goals of the ATP as it provides safe, convenient transportation options for students, the unhoused population, and other vulnerable community members who do not have access to vehicles through the addition of bike lanes and pedestrian friendly road safety improvements.
- K. **WHEREAS**, the PROJECT includes the construction of 2.2 miles of Class IV bike lanes, 2.2 miles of sidewalk, 18 intersection modifications, 7 railroad crossing improvements, 40,000-feet of curb and gutter, 5.4 miles of trail reconstruction, and 0.2 miles of new trail.
- ~~L. **WHEREAS**, the terms of this MOU are contingent upon the project's successful award of grant funding.~~
- M. **WHEREAS**, federal funds will be used to fund this PROJECT, therefore both PARTIES must adhere to relevant Federal Requirements and Regulations throughout the PROJECT term.

## II. PURPOSE

The CITY is the lead agency and was awarded grant funding for the collaborative PROJECT between the COUNTY and CITY. The PARTIES desire to enter into this MOU to memorialize the procedures, responsibilities, and actions of each PARTY to address the design, construction, right of way acquisition, maintenance and general impacts of the PROJECT.

## III. DEFINITIONS

- A. CEQA (California Environmental Quality Act), is the act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

- B. CONSTRUCTION, as referred to in this MOU, is the project phase of completing the construction of PROJECT. Work includes, but is not limited to construction contract administration, construction inspection, materials testing, construction survey, traffic detour, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertisement of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by PARTIES.
- C. IMPLEMENTING AGENCY, as referred to in this MOU, is defined as the PARTY responsible for managing the scope, cost, and schedule of a project phase to ensure completion of said phase.
- D. JURISDICTION, as referred to in this MOU, is defined as the area within the geographic boundary of CITY and the unincorporated areas of COUNTY.
- E. NEPA (National Environmental Policy Act) is the act that requires federal agencies to assess the environmental effects of their proposed actions prior to making decisions.
- F. PRELIMINARY ENGINEERING, as referred to in this MOU, is the project phase consisting of the preparation of plans, specifications, and cost estimates for PROJECT. Work includes, but is not limited to, topographic survey, environmental surveys and document preparation, hydraulics analysis, soils report, traffic index and geometric investigations, civil and structural design, utility engineering, and all other necessary work prior to advertisement of PROJECT for construction bids.
- G. RIGHT-OF-WAY, as referred to in this MOU, is defined as the project phase of acquiring real property interests for PROJECT.

#### **IV. RESPONSIBILITIES**

Upon successful notification of award, CITY will enter into an agreement with the California Department of Transportation (Caltrans). The CITY will notify the COUNTY when the MOU is executed and a Notice to Proceed has been received. The CITY and COUNTY will coordinate efforts for all phases of the PROJECT.

##### **A. Environmental Findings and Approvals/Permits**

- a. CITY is the CEQA Lead Agency for the PROJECT and Caltrans is the NEPA Lead Agency for the PROJECT.
- b. CITY will determine the type of CEQA documentation and NEPA documentation (per the approval of Caltrans) needed for the PROJECT and will cause that documentation to be prepared in accordance with CEQA and NEPA Requirements.
- c. CITY will ensure that qualified personnel remain available to help resolve environmental issues within and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

- d. COUNTY will review, comment, and concur on all environmental documentation (including, but not limited to, studies, reports, public notices and public meeting materials, determinations, administrative drafts, final environmental documents, and revalidation) at appropriate stages of development prior to approval and public availability. The COUNTY will provide any comments to the CITY within 10 working days of receiving documents from the City.
- e. If CITY makes any changes to the CEQA and/or NEPA documentation, CITY will allow COUNTY to review, comment, and concur on those changes prior to the CITY'S approval at the appropriate stages of development prior to public availability. The COUNTY will provide any comments to the CITY within 10 working days of receiving documents from the City
- f. PARTIES will attend all environmental-related public meetings (if any).
- g. CITY with the support of the COUNTY is responsible for coordinating, obtaining, implementing, renewing, and/or amending the PROJECT's permits, agreements, and/or approvals whether they are identified in the PROJECT'S scope of work or become necessary while completing the PROJECT.

**B. Preliminary Engineering and Design**

- a. CITY is the PRELIMINARY ENGINEERING IMPLEMENTING AGENCY for the PROJECT and will request reimbursement for costs from COUNTY for costs incurred for PRELIMINARY ENGINEERING for PROJECT components in COUNTY's JURISDICTION.
- b. COUNTY will make available to CITY all necessary COUNTY regulations, policies, procedures, manuals, standard plans, and specifications required for the construction of PROJECT when requested by CITY.
- c. CITY will prepare utility conflict maps identifying the accommodation, protection, relocation, or removal of any existing utility that conflicts with construction of the PROJECT.
- d. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities, whether inside or outside the PARTIES' rights-of-way in accordance with federal and California laws and regulations.
- e. COUNTY will delegate authority to CITY to act on behalf of COUNTY on all utility relocation related matters.
- f. CITY will coordinate with the railroad company that owns and/or operates tracks within the PROJECT area including but not limited to the submission of permit applications. Where tracks are located within PARTIES' jurisdiction, COUNTY will authorize CITY to act on COUNTY behalf on all railroad company related matters.
- g. COUNTY will review the plans, specifications, and estimates at major submittal milestones prepared by CITY and will provide comments for the portion of the project under their jurisdiction. COUNTY will provide any comments to the CITY within 20 working days of receiving documents for major milestone submittals.

**C. Right-of-Way**

- a. CITY will be the RIGHT-OF-WAY IMPLEMENTING AGENCY. Parties agree that this Agreement is intended to comply with California Streets and Highways Code section 1810, providing consent by COUNTY of CITY acquiring, by purchase or

eminent domain, if necessary, property outside CITY boundaries in the unincorporated area of the COUNTY to connect or widen the streets in the unincorporated area with the area in the CITY. Parties further acknowledge that alternatively, this MOU should be considered an agreement between CITY and COUNTY to jointly exercise, pursuant to Government Code section 6502 and Code of Civil Procedure section 12410.140, their respective power of eminent domain to allow CITY to acquire, by eminent domain, if necessary, the RIGHT OF WAY needed to implement the PROJECT. Parties acknowledge this Agreement is not intended to create a separate joint entity but is intended as an agreement to jointly exercise powers of right of way acquisition, including by eminent domain, for any areas that would not be considered streets under Streets and Highways Code section 1810.

- b. As RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY work.
- c. For RIGHT\_OF\_WAY acquisitions occurring in COUNTY JURISDICTION, CITY will provide plats and legal descriptions of each respective property to COUNTY once the PROJECT is completed.
- d. The selection of personnel performing RIGHT-OF-WAY work will be in accordance with federal and California laws and regulations.
- e. If CITY acquires any RIGHT-OF-WAY within COUNTY'S JURISDICTION, CITY will first acquire it in its own name and then transfer the RIGHT-OF-WAY to COUNTY after completion of the PROJECT. Title to the RIGHT-OF-WAY within COUNTY'S JURISDICTION will ultimately be vested in the COUNTY. COUNTY'S acceptance of title will occur after the Right-of-Way Closeout activities are complete.
- f. COUNTY agrees to reimburse CITY for any property taxes charged on property acquired by CITY for this PROJECT that are in the unincorporated area and intended to be owned by COUNTY.
- g. CITY will request reimbursement from COUNTY for costs incurred to acquire RIGHT-OF-WAY occurring in COUNTY JURISDICITON.
- h. RIGHT-OF-WAY conveyances must be completed within 180 days after filing of the NOTICE OF COMPLETION unless PARTIES mutually agree to other arrangements in writing.

**D. Construction**

- a. CITY is the CONSTRUCTION IMPLEMENTING AGENCY.
- b. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code, California Labor Code, and Federal guidelines.
- c. CITY will not advertise the construction contract for PROJECT until COUNTY accepts the final plans, specifications, and estimate package.
- d. CITY will submit within 3 business days upon determination of lowest bidder, an updated construction cost estimate to the COUNTY for review. COUNTY shall review and communicate any comments to the CITY within 3 business days. If the updated construction estimate exceeds the construction estimate as described in the application, each party may seek to reduce construction costs in the form of the substitution of construction materials. Each party will have 10 business days to communicate material changes from the date the updated

construction cost estimate is provided. Material changes are allowed to the extent that it will not result in the redesigning of plans. Any substitution of construction materials to lower the cost of construction will be determined prior to the award of the construction contract.

- e. COUNTY will grant to CITY, at no cost to CITY, permission to occupy public roads in COUNTY and any temporary RIGHT-OF-WAY that the COUNTY owns or has an easement for, that is necessary for the construction of PROJECT.
- f. CITY will implement changes to the construction contract through contract change orders.
- g. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and COUNTY as additional obligee and to carry liability insurance in accordance with the PROJECT's specifications.
- h. Upon completion of the PROJECT, each PARTY will operate and maintain in good condition and at their own expense, all improvements constructed as part of PROJECT within their respective JURISDICTION.
- i. CITY will file the NOTICE OF COMPLETION upon PROJECT'S written acceptance by COUNTY and approval by CITY Council.
- j. Upon approval of the NOTICE OF COMPLETION by CITY Council, the warranty period of one (1) year begins. PARTIES hereby agree that all work completed as part of this PROJECT is subject to the above warranty period. If there is a defect in such work, the CITY, on behalf of the COUNTY, will cause the contractor that performed the adjustment services to undertake necessary corrective action.
- k. The CITY and COUNTY have agreed to retain a construction management and inspection consultant to oversee the CONSTRUCTION phase of the PROJECT. The cost of the consultant's services will be shared proportionally between the agencies, based on the construction costs within each agency's jurisdiction. However, both the CITY and COUNTY acknowledge that, if either agency has qualified and available staff to perform these services at the time construction begins, this option will be revisited and discussed prior to the start of construction. Utilizing internal staff may be considered as a cost-saving measure. If the agencies are unable to reach an agreement on using internal resources, they agree to proceed with hiring a consultant to provide construction management and inspection services.
- l. CITY and COUNTY may each separately charge for time spent by qualified and available staff when spent overseeing construction contracts, inspecting work, measurements needed for the preparation of pay estimates, and for all time spent working on the PROJECT. These charges may also be applied against any applicable local match requirements to the extent permissible under the grant funding.

## **V. FUNDING**

- A. The CITY will be the recipient of ATP funds and is responsible for requesting reimbursement from Caltrans for PROJECT-related expenses.
- B. The CITY will request reimbursement from the COUNTY for expenses relating to PROJECT within the COUNTY jurisdiction. Each PARTY will be responsible for financing the agreed local match requirement of the PROJECT costs incurred within their respective JURISDICTION.

- C. The PARTIES are expected to comply with the guidelines and regulations associated with the ATP and the Caltrans Local Assistance Procedures Manual (LAPM) required to process Federal and State funded local transportation projects. This includes adhering to the program accountability requirements set forth in the Senate Bill 1 Accountability and Transparency Guidelines.
- D. The COUNTY will reimburse the CITY in instances when the CITY acts as the COUNTY's Agent at a cost-recovery rate. CITY will submit copies of applicable cost recovery rates to COUNTY as part of PRELIMINARY ENGINEERING and will provide updated rates if those cost recovery rates change.
- E. CITY and COUNTY seeking reimbursement of indirect costs must follow the Federal Highway Administration guidelines and requirements to establish an Indirect Cost Rate Proposal. The Indirect Cost Rate Proposal can be requested for review by each respective party upon request.
- F. CITY will invoice COUNTY every 30 days and provide supporting documentation with each invoice. COUNTY will provide payment within 30 days and if there is a dispute, the COUNTY will provide it in writing to the CITY within 15 days to attempt to resolve the issue. If the COUNTY fails to provide payment within 30 days after receipt of the payment request from the CITY for an undisputed payment request, the CITY may at its discretion assess a penalty of 2%.
- G. CITY will notify COUNTY in writing if project costs are projected to exceed the anticipated project costs as described in awarded application of \$43,300,000 within 30 days to confirm how the overage will be addressed.
- H. The ATP funds awarded for the construction phase is \$34,308,000. The COUNTY may request reimbursement from the CITY for costs eligible for reimbursement in the construction phase. Costs incurred prior to the authorization date of construction funds are not eligible for reimbursement. The reimbursement of federal funds in the construction phase is limited to the amounts approved on the Authorization to Proceed or E-76 and by the federal share as a specified percentage. The parties shall be responsible for financing costs exceeding the ATP funds for costs incurred within their respective JURISDICTION. The COUNTY must submit their final request for reimbursement to the CITY within 60 days following the filing of the PROJECT notice of completion.
- I. If either agency requests additional work during the design or construction phase that falls outside the scope of the originally awarded application, they will be responsible for covering all the additional costs associated with that work within their respective jurisdiction.
- J. The execution of this MOU commits both the CITY and the COUNTY to funding and completing the PROJECT to the satisfaction of the CTC consistent with grant requirements and intent.

#### **IV. NO RIGHTS IN THIRD PARTIES**

Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties that are not parties to this MOU or to affect the legal liability of either PARTY to the MOU by imposing any standard of care with respect to the maintenance of the COUNTY's property different from the standard of care imposed by law.

## VII. INDEMNIFICATION

- A. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and save harmless COUNTY and its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury ( as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this MOU.
- B. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and save harmless CITY and its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injury (as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this MOU.

## VIII. SEVERABILITY AND CONSTRUCTION

If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This MOU shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the MOU, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

## VI. DURATION OF UNDERSTANDING

This AGREEMENT shall be effective upon date of signature and remain in effect until the CITY's submission of the final project report and closeout reimbursement request to Caltrans. The CITY or COUNTY may choose to terminate the MOU through mutual agreement or amended it only by written document signed of both PARTIES.

## VII GENERAL CONDITIONS

- A. Notice. All notices relative to this AGREEMENT shall be given in writing and shall be personally served or sent by first class mail and be effective upon personal service or by depositing such notice in the United States mail. The Parties shall be addressed as follows, or at any other address as later designated by a Party:

CITY: City of Visalia  
Attn: Chris Crawford, City Engineer  
315 E. Acequia Avenue  
Visalia, CA 93291



Tulare County: County of Tulare  
Attn:  
5961 S. Mooney Blvd  
Visalia, CA 93277

Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Party in the manner provided for in this Paragraph.

- B. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes all other oral or written representations. This Agreement may be modified only in writing approved by both Parties. All exhibits and recitals to this Agreement are hereby incorporated herein by reference.
- C. No Joint Powers Agency. Except as noted above for RIGHT-OF-WAY acquisition authority, this Agreement is not intended to create a joint power agreement or joint powers agency, or partnership between the participants. Parties agree that their respective employees shall not be considered employees of the other Party under this Agreement.
- D. Dispute Resolution. If a dispute arises between the Parties, then they agree to meet and confer in an attempt to resolve the matter. If no resolution is reached, then parties agree to seek non-binding mediation of the dispute. If resolution is still not reached, then parties may seek formal arbitration or have the matter heard by a court of appropriate jurisdiction
- E. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned PARTIES have executed this AGREEMENT on the day and year first written above:

**CITY OF VISALIA**

Date\_\_\_\_\_

By\_\_\_\_\_   
Leslie Caviglia, City Manager

ATTEST: **NAME**

City Clerk of the City of Visalia

By\_\_\_\_\_

Approved as to Form:  
City Attorney

By\_\_\_\_\_

**COUNTY OF TULARE**

Date \_\_\_\_\_

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST: JASON T. BRITT

County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_

Deputy Clerk

Approved as to Form:

County Counsel

By \_\_\_\_\_

Deputy

Matter No. XXXXXX

DRAFT