

**MEMORANDUM OF UNDERSTANDING
FOR CAPITAL INFRASTRUCTURE DELIVERY FOR THE
REGIONAL EXPRESS TRANSIT SERVICES
IN TULARE AND KINGS COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and effective as of **XXX X, XXXX**, by and between the Tulare County Association of Governments, the City of Visalia, and the California Department of Transportation, each a "Party" and collectively the "parties," with reference to the following facts:

- A. The Tulare County Association of Governments (hereinafter "TCAG") is a joint powers authority established under the laws of the State of California and is responsible for overall transportation planning and transportation funding in Tulare County; the City of Visalia (hereinafter "City") a charter city and municipal corporation established under the laws of the State of California, and owner and manager of Visalia Transit; and the California Department of Transportation (hereinafter "Caltrans") a State department established under the Government Code (Section 14000 etc) of the State of California, and is responsible for planning, designing, constructing, and maintaining California's state highway system.
- B. The Parties desire to cooperatively provide Regional Express Public Transit services within and without Tulare County, as specified herein.
- C. Numerous planning studies to expand public transit services in Tulare County have been conducted over the last 20 years, with the most recent studies being the 2018 Cross Valley Corridor Plan and a follow-up 2024 Kings-Tulare Cross-Valley Corridor Phase 1 Operations Plan. The 2018 study identified a Huron-Lemoore-Hanford-Visalia-Lindsay-Porterville transportation corridor and envisioned rail transit service operating along existing railroad rights-of-way. The Phase 1 Operations Plan recommended incremental implementation of the 2018 study vision, with an initial bus service along the most active and viable portions of the Cross Valley Corridor. In addition, the 2024 State Rail Plan identifies and endorses an initial bus service along the Cross Valley Corridor to connect initially with San Joaquin Amtrak trains and eventually with high-speed rail trains at the Kings-Hanford Station.
- D. The Phase 1 Operations Plan identified an initial Cross Valley Express (CVX) routing from NAS Lemoore to Lindsay via Lemoore, Hanford, Visalia and Farmersville. High quality service operated with high quality vehicles serving distinctive stations and stops were identified. Service frequency was recommended for every 30 minutes for about 16-18 hours daily.
- E. During the capital funding process, TCAG chose to compete for capital funding to operate the initial high-quality CVX bus route from the Hanford Amtrak Station to Lindsay, via Visalia and Farmersville. In addition, TCAG included a request for capital funding for a proposed bus rapid transit (BRT) corridor operating between Visalia and Tulare via Mooney Boulevard (SR 63) with envisioned 15-minute service frequencies.
- F. Caltrans has disseminated guidance on designing and integrating bus rapid transit services and improvements on Caltrans facilities. Caltrans BRT policy is identified in Director's Policy Number DP-27-R1 (2013) and Deputy Directive DD-98-R1 (2013). In both documents, Caltrans acknowledges federal BRT definitions as follows:
 - "BRT can best be described as a combination of facility, systems, and vehicle investments that convert conventional bus services into a fixed-facility transit service, greatly increasing their efficiency and effectiveness to the end user," and,

- BRT is a “flexible, rubber-tired form of rapid-transit mode that combines stations, vehicles, services, running ways, and Intelligent Transportation System (ITS) elements into an integrated system with a strong positive identity.”

In addition to the BRT guidance, Caltrans has also issued policy documents on “complete streets.” Director’s Policy Number DP-37 (2021) states that “all transportation projects funded or overseen by Caltrans will provide comfortable, convenient, and connected complete streets facilities for people walking, biking, and taking transit” unless an exception is documented and approved.

- G. The State of California approved the TCAG funding request and capitalized the Cross Valley Corridor and the Mooney BRT (collectively the “Regional Express Transit Services” program) with a grant of \$59.1 million from the Transit and Intercity Rail Capital Program (TIRCP), Cycle 7 to TCAG as the initial project sponsor.
- H. TCAG, City, and Caltrans anticipate requesting several changes to the TIRCP grant scope to allow for additional flexibility and accommodate unanticipated cost increases in delivering the program. These include deferring full service to Lindsay and initially providing CVX service from Farmersville to Hanford via Visalia, changes to the locations and scope of stops and stations, and more detailed plans for the Mooney BRT service.
- I. The Parties anticipate that the initial CVX service as amended will provide about 75-80 daily vehicle hours of service and the BRT (operating at 15-minutes service frequencies) will also provide about 75-80 daily vehicle hours of service.
- J. This MOU identifies the structure and methods to deliver the capital elements of the Regional Express Transit Services (hereinafter “the Project”). A corresponding MOU between TCAG, Tulare County Regional Transit Agency (hereinafter “TCRTA”), and the City identifies operational considerations.

THEREFORE, in consideration of the mutual promises set forth below and to implement the goals described above, the Parties agree as follows:

1. **Purposes of MOU.** The primary purposes of this MOU are to (i) facilitate a cooperative and ongoing working relationship among the Parties that will allow them to explore, study, evaluate and (to the extent the Parties agree) develop and implement mutually beneficial approaches and strategies for delivering the Project, ii) confirm a shared understanding of the Project scope, schedule, costs, and funding, and iii) identify the roles of each agency to deliver the Project.
2. **Consistency with Grant Requirements and Policy.** The Parties agree that the Project defined herein are consistent with and represent the implementation direction and guidance of the TCAG Board of Directors and State of California funding agencies. City shall coordinate any and all changes to the Project scope and schedule with TCAG, and TCAG shall coordinate any and all changes to the TIRCP Cycle 7 grant scope as the grant applicant.
3. **Implementation.** The Parties desire to initiate the CVX service as amended by August of 2028 and Mooney BRT service by August 2029.
4. **Responsibilities of the Parties.** The roles and responsibilities between the Parties is agreed as follows:

- a. City will i) be the Project delivery agency responsible for the design and construction of any and all capital infrastructure and improvements for the Regional Express Transit Services including Intelligent Transportation Systems (ITS)/Transit Signal Priority (TSPs) for the Mooney BRT service and TSP for Caltrans controlled traffic signals adjacent to SR 198, ii) public and community engagement as required for the delivery of the Project; and iii) with Visalia Transit, procure the Zero Emission Vehicles for the CVX Service.
 - b. Caltrans will i) review and issue of timely comments (within 30 days of receipt) on Project deliverables and approve design plans and construction on Caltrans-owned facilities, such as College of Sequoias stop that will facilitate transfers between the CVX and Mooney BRT services, and TSP along Mooney Boulevard and Caltrans controlled traffic signals adjacent to SR 198.
 - c. TCAG will i) lead special studies for bus stops at Industrial Park, College of Sequoias, and Mooney BRT, ii) secure environmental clearances in compliance with state and federal regulations, and produce a concept of operations (CONOPs) and basis of design for hand off to the City for design and construction, iii) provide Project oversight through the design and construction phases; iv) coordinate funding allocation requests with Caltrans and advocate for additional capital and operating funding as needed.
5. **Project Scope.** The Project requires design and construction of civil improvements along local streets and state routes including the design and construction of bus stops with shelters and passenger amenities such as seating and signage, curb modifications, sidewalk improvements, and traffic signal upgrades for transit signal priority, along with procurement of zero emission vehicles and electrical charging infrastructure. Appendix A provides an overview of the Project scope including routes, stations and stops for the CVX and Mooney BRT services. The Parties agree to deliver the Project in substantial alignment with Appendix A.
6. **Zero Emission Vehicle Procurement.** In accordance with California regulations, all Regional Express Transit Services shall be operated by zero-emission vehicles. The TIRCP Cycle 7 grant required the purchase of eight (8) double deck, low floor double deck buses designed for luggage storage on the lower level, fast boarding, not less than 50 seats and battery capacity of not less than 640kWh, including inspection, testing, delivery and minimum one-year warranty. However, the CVX as amended requires purchase of six (6) buses for the initial Hanford to Farmersville service. The procured vehicles shall be equipped with the following on-board technology – including but not limited to Wi-Fi, automatic vehicle location (AVL), automatic passenger counting (APC), and transit signal priority.
7. **Project Schedule.** Appendix B identifies the Project schedule with a CVX service start date of August 2028 and Mooney BRT service start date of August 2029. City shall deliver the Project in substantial alignment with the Project schedule. Anticipated changes to the design and construction contract award dates shall be coordinated with TCAG with at least 2-months' prior notice for alignment with the state funding allocation process. City shall not incur design and construction costs prior to a written documentation from TCAG confirming an approved funding allocation for design and construction activities. Such costs if incurred without prior written approval from TCAG, may not be eligible for reimbursement.

- 8. Quarterly Project Check-in Meetings.** The Parties agree to establish a working group with representatives from each Party to provide oversight of the Project and ensure ongoing coordination throughout the Project delivery. The working group shall meet for quarterly Project check-in meetings to assess the progress of the Project and identify potential scope, schedule, and cost risks and opportunities. The Parties shall agree on risk mitigations and actions to minimize scope creep, delays, and cost overruns.
- 9. Design Review Process and Approvals.** The City and Caltrans have elected to use a design-bid-build approach for the delivery of the Project. The Parties agree to provide all necessary information, materials, and feedback in a timely manner to support the design process. To facilitate the review process and approvals, the Parties shall each designate a Project Manager as the primary point of contact for design reviews and approvals. The Project Manager may be the Party representative in the Working Group. Reviews of design deliverables, bid packages, and submittals during construction shall be completed within 30 days of receipt.
- 10. Project Standards.** The Parties shall agree to the Project Standards for design and construction of the Regional Express Transit Services as follows:
- i. **Speeds.** The design and placement of TSPs shall support minimum average scheduled in-service speeds of not less than 30 mph for CVX service, and not less than 20 mph for Mooney BRT service.
 - ii. **CVX Bus Stops and Civil Improvements.** The Parties shall comply with all state and local design standards including but not limited to the following or latest versions:
 - a. California MUTCD (Manual on Uniform Traffic Control Devices), 2014
 - b. California Building Code (CBC) & ADA Standards, 2022
 - c. Caltrans Highway Capacity Manual, 2020

The Parties further agree to consider and incorporate guidance, standards, and industry best practices from the following resources, unless a finding of exception is made:

 - d. NACTO Urban Street Design Guide, 2013
 - e. NACTO Transit Street Design Guide, 2016
 - f. AC Transit, Transit-Supportive Design Guidelines, 2018
 - g. AC Transit Bus Stop Furniture Guidelines (2022)
 - iii. **Mooney BRT Standards & Criteria.** When identifying, developing and adopting specific service design and facility design criteria for the Regional Express Transit Services, the Parties shall incorporate guidance and standards from the following documents:
 - a. Caltrans, *Bus Rapid Transit: A Handbook for Partner* - 2007, page 7, Table 2 – Minimum Standard of “Intermediate Stage”
 - b. Federal Transit Administration, *Characteristics of Bus Rapid Transit for Decision making*, 2004, FTA-VA-26-7222-2004.1
 - c. Transportation Research Board, *TCRP Report 90 Bus Rapid Transit Vol 2: Implementation Guidelines*, 2003

The Parties also acknowledge the following industry documents that provide further guidance for BRT Operations and facilities design:

- d. American Public Transit Association, ***Bus Rapid Transit Service Design and Operations*** - APTA BTS-BRT-RP-004-10, Rev 1, 2020
- e. American Public Transit Association, ***BRT Branding, Imaging and Marketing*** – APTA BTS-BRT-RP-001-10, Rev. 1 2020
- f. American Public Transit Association, ***Designing Bus Rapid Transit Running Ways*** – APTA BTS-BRT-RP-003-10, Rev. 1, 2020

11. Regulatory Compliance. At all times, City and Caltrans agree to comply with all applicable local, state, and federal laws and regulations, including compliance with CEQA and NEPA exemption documentation and all regulations pertaining to design and construction of capital projects in public right-of-way.

12. Project Cost and Funds Allocation. The Project costs and funds are allocated to each Party as follows:

Item	Cost*	Party
EV Infrastructure (Visalia Maintenance Facility)	\$ 3,654,106	City
EV Infrastructure (Farmersville)	\$ 3,672,848	City (under permit or agreement with City of Farmersville)
EV Infrastructure (Tulare)	\$ 2,156,109	City (under permit or agreement with City of Tulare)
CVX ZEB Procurement (6)	\$ 18,270,532	City
Industrial Park Station	\$ 5,440,028	City
Rd 92 - from Doe Ave to Goshen Ave	\$ 1,758,058	City
CVX Bus stops (except listed above)	\$ 5,323,930	City
CVX ITS/TSPs (27)	\$ 4,295,632	City
Mooney BRT ITS/TSPs (12)/design reviews/construction oversight	\$ 3,184,514	City
Mooney BRT Bus Stops (8)	\$ 2,469,276	City
Special Studies/ConOps/Basis of Design/ Oversight	\$ 2,000,000	TCAG
TOTAL	\$ 52,225,032	

*Includes construction, design fees, escalation, and other soft costs

Therefore, the City of Visalia will be allocated a funding of

Party	Fee Allocation (\$ millions)
City	\$50,225,032
TCAG	\$2,000,000

13. Capital Reimbursements. The Parties agreed to establish a process for reimbursing the costs associated with the design and implementation of the Project. The following terms shall apply:

- a. TCAG shall reimburse City for all eligible costs incurred in fulfillment of responsibilities defined in Item 4a of this MOU.
- b. Eligible costs shall include project/construction management, design fees, construction costs, TSP procurement, zero emission vehicle procurement, electric charging infrastructure, installation, commissioning, and testing.
- c. Reimbursement shall be made upon the receipt and approval of invoices submitted by the City. Invoices must include detailed documentation of costs incurred, including receipts, labor hours, and materials used.
- d. Any changes to the agreed-upon scope of work that may result in additional costs must be documented in writing and approved by TCAG before such costs are incurred.

14. Invoicing Procedures. City shall submit invoices to TCAG on a monthly basis for reimbursement of eligible costs.

- a. Each invoice shall include the following:
 - i. A summary of activities performed.
 - ii. Itemized costs with supporting documentation.
 - iii. Reference to the relevant agreement or work order.
- b. TCAG shall review and approve, or dispute submitted invoices within thirty (30) calendar days of receipt. In case of a dispute, TCAG will provide City with a detailed explanation of the discrepancies and work collaboratively to resolve them.
- c. Upon approval, TCAG shall process payment to City within forty-five (45) calendar days of invoice approval.
- d. Both parties agree to maintain transparent records of all financial transactions and supporting documentation for audit purposes. Records shall be retained for a minimum of five (5) years following the completion of the project or as required by applicable laws.

15. Notices. Any formal notice or other formal communication given under the terms of this MOU shall be in writing and shall be given personally, by electronic mail or by certified mail, postage prepaid and return receipt requested, Any notice shall be delivered or addressed to the parties at the physical addresses or electronic mail address set forth below or at such other address as shall be designated by notice in writing in accordance with the terms of this MOU. The date of receipt of the notice shall be the date of actual personal service or confirmed electronic transmission, or three days after the postmark on certified mail.

If notice is given to the TCAG:

If notice is given to City:

If notice is given to Caltrans:

- 16. Entire Agreement.** This MOU incorporates the entire and exclusive agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral or otherwise) related thereto. This MOU may be amended (including without limitation to add new Parties) only in a writing executed by all of the Parties.
- 17. Termination.** This MOU shall remain in effect unless terminated by the mutual written consent of the Parties, or upon 30 days written notice of termination delivered by one Party to the others that is not withdrawn prior to the specified termination date; provided, that upon termination by one Party, the remaining Parties may by mutual written agreement continue this MOU in effect as between the non-terminating Parties. No Party shall be liable to any other if it elects to terminate this MOU.
- 18. Assignment.** No rights and duties of any of the Parties under this MOU may be assigned or delegated without the express prior written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties without such consent shall be null and void.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understand each and every provision hereof, the parties have caused this MOU to be effective from the date of its last signature.

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

By: _____

Its: _____

Date: _____

CITY OF VISALIA

By: _____

Its: _____

Date: _____

CALTRANS

By: _____

Its: _____

Date: _____

Preliminary Discussion Draft

APPENDIX A: PROJECT SCOPE

Project Title: Regional Express Transit Services Capital Infrastructure Improvements

Project Location: CVX improvements in City of Visalia and City of Farmersville; Mooney BRT improvements in City of Visalia and City of Tulare, along Mooney Blvd (SR 63)

Route Map (see following pages for full page maps):

CVX and Mooney BRT - Systemwide map

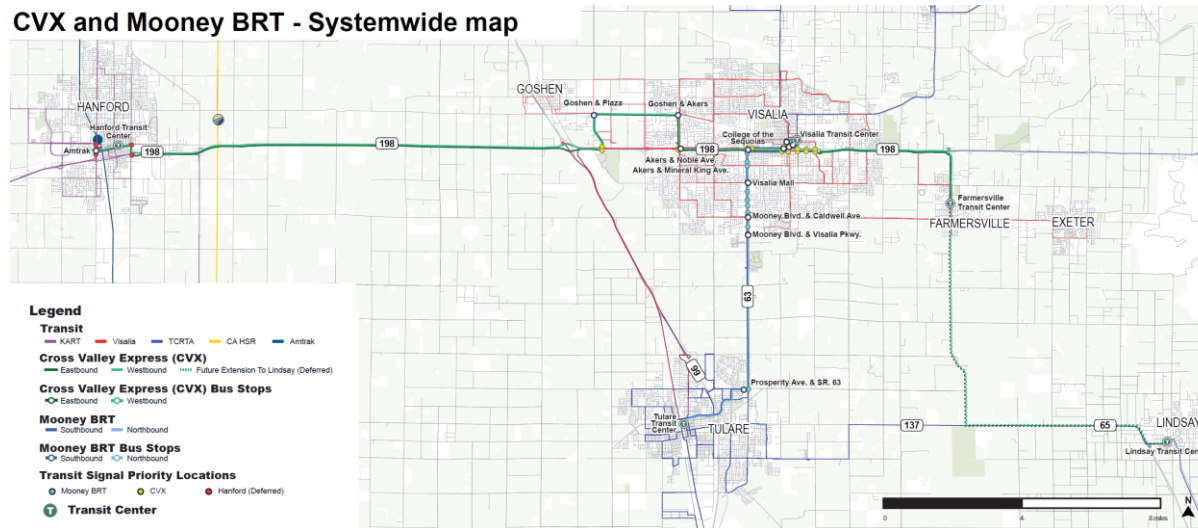


Figure 1: CVX and Mooney BRT - Systemwide Map

Project Description:

The Cross Valley Express program delivers the pilot phase of the overall Phase 1 Cross Valley Corridor program. Ultimately at full buildout, electric buses will operate from NAS Lemoore to Lindsay via Hanford, the Kings-Tulare HSR Station, and Visalia. In the initial pilot, service will operate from Amtrak Hanford to Farmersville at high frequencies with quality passenger facilities and vehicles. This service will be supplemented and fed by a BRT route operating from the Tulare Transit Center via SR 63 and connecting with Cross Valley Express core service near College of the Sequoias and then continuing to Visalia Transit Center.

This Project is for the design and construction of the capital improvements associated with the Cross Valley Express, including procurement of six (6) zero-emission buses, electrical charging equipment and electrical infrastructure at the Visalia and Farmersville terminals, transit passenger facilities including 14 shelters and street improvements and a multi-modal station/hub at Industrial Park and a bus stop along Rd 92 from Doe to Goshen Avenue, intelligent transportation system (ITS) and transit priority investments, along with program management services required to deliver the Project. In addition, this Project includes the design and construction of the capital improvements associated with the Mooney BRT service including the design and installation of eight (8) bus stops and 12 ITS/TSPs .

General Description of Services: the Project scope is organized into the following major tasks and subtasks:

1. Task 1: Program Management and Project Controls
2. Task 2: Plans, Specifications, and Estimates (PS&E)
3. Task 3: Construction

4. Task 4: Bus Procurement

This project is divided into the following major tasks and subtasks, as follows:

Task 1: Program Management and Project Controls

Various program management and project controls work is required for the successful implementation of the Project. Each Party to the MOU is responsible for management of the overall scope, budget and schedule, development, execution of interagency agreements, compliance with environmental clearances, and development of design solicitations and management of those contracts, and management of the bus purchases per the responsibilities described in this MOU. These work items are detailed as follows:

- a. Establish financial and project management controls and systems including submission of invoices to TCAG for reimbursement as described in this MOU.
- b. Identify environmental clearance requirements and provide documentation – Most of the project will be statutorily exempt from CEQA and likely categorically excluded from NEPA and these will need to be documented and filed by the Lead Agency.
- c. Design Contracts Procurement – The City will develop and issue design contracts that will deliver plans, specifications and estimates for the Project per the responsibilities established in this MOU.
- d. Bus Purchase Coordination – City with Visalia Transit will identify an appropriate purchase agreement/procurement schedule purchase of the identified six battery-electric CVX buses – this may be the California DGS schedule or a similar schedule. This will include specialized requirements for the CVX route, inspections and testing.
- e. Construction Procurement and Management – The City will procure construction services and provide construction management or oversight for the capital improvements per the responsibilities established in this MOU.
- f. Quarterly Project Check-in meetings – Included in this task is establishment of a working group by the Parties and participation in quarterly Project check-in meetings as described in this MOU.

Task 2: Plans, Specifications, and Estimates (PS&E)

This task anticipates that one or more design consultants are engaged under the direction of City for design services. The design consultants will deliver the conceptual, schematic and final design documents for the improvements, and will be available to assist in construction administration:

Task 2.1: ITS Elements – Transit Priority Signals/ITS and System Integration

This design element validates the overall scope of the ITS system, develops schematic and detailed design, includes an overall Concept of Operations, and then supervises the installation and commissioning of the ITS and TPS system. City is responsible for the TSP/ITS for both CVX and Mooney BRT services. Twelve (12) TSPs are anticipated along the Mooney BRT with potential replacement of five (5) signal heads. Twenty-seven (27) TSPs are anticipated for the CVX route, with potential replacement twelve (12) signal heads and a new traffic light.

Task 2.2: Electrical Charging Facilities and Utility Coordination

Starting with identifying available utility capacity, this task includes energy analysis (including availability and need for distributed energy resources), identification and location of bus charging infrastructure and then integrated design, permitting, and approvals for the charging equipment and inspection of installation and commissioning. It is anticipated that 12 fast chargers will need to be

installed at the City of Visalia Transit Maintenance and Operations Facility. City is responsible for this task as established in this MOU.

Task 2.3: Civil Improvements – Curbs, Sidewalks, Shelters

In coordination with ITS/TSP design, this engineering design work provides for new shelters and associated improvements at 14 locations including College of Sequoias for the CVX service, and 8 bus stop locations for the BRT service. Included are designs for curbside shelters with a minimum of longitudinal coverage of 35 feet, flatwork to ensure property waiting conditions, provision for real time information and other static wayfinding, street restriping as necessary, and provisions for disabled access.

Bus Stops will feature paved passenger waiting areas not less than 50 feet in length and not less than 10 feet in width and a curb of at least 6 inches (unless sidewalk dimensions do not allow this width) within the main corridor, allowing for less intensive designs at the extremities of the route. The default is a shelter that provides climate – especially sun – protection for not less than 10 waiting passengers. A formal design exception will be developed for locations where adequate shelters cannot be physically or safely provided. Where appropriate, stops will be provided in existing transit centers. Stops at existing transit centers and transfer stations shall be equipped with video surveillance systems. All bus stops will have passenger information displays with static signage at a minimum, be lighted, and be designed for safety and security. Bus stops will be located – where feasible – at the location of the future rail service and designs will be developed to reuse as many facilities and investments as practical.

The preliminary Industrial Park Concept and to be further studied and developed by TCAG is shown below. In addition to the Industrial Park stop, the Project includes a bus stop at Goshen Avenue and Road 92, with pedestrian improvements along Road 92 to connect to the Doe Center.

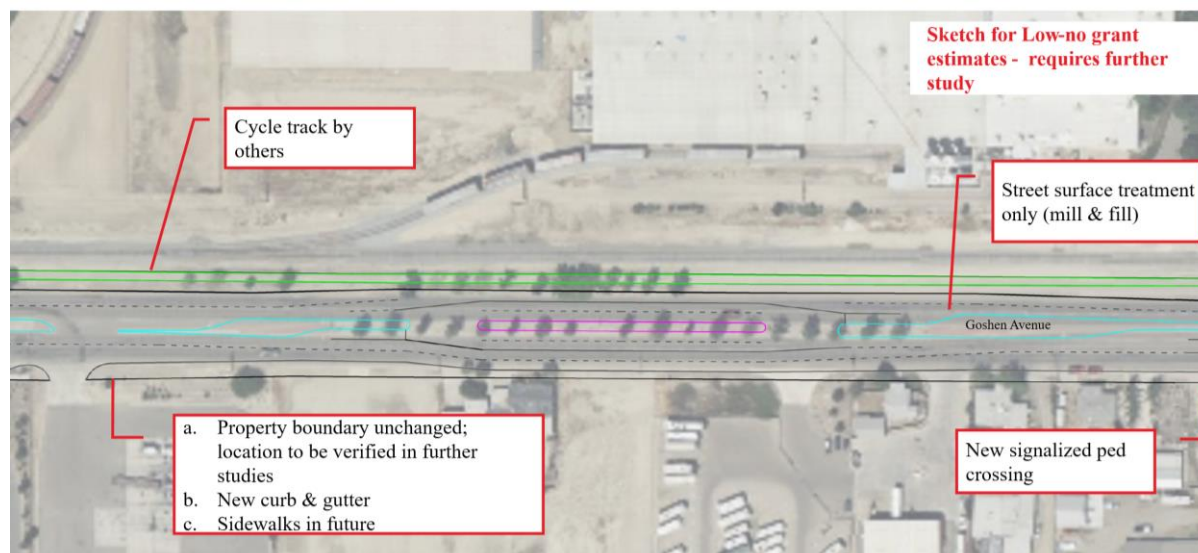


Figure 2: Industrial Park Station – Concept sketch



Figure 3: Road 92 Bus Stop and Pedestrian Improvements - Concept Sketch

College of Sequoias is anticipated to be a transfer station between CVX and Mooney BRT services. As such further studies will be conducted by TCAG to establish the concept for review and input by City and Caltrans prior to design. On concept approval, City will progress the Industrial Park Concept and College of Sequoias to progress through design.

Design will progress from conceptual to schematic to final design and designer will coordinate with project management team on obtaining right-of-way owners approval for improvements and any necessary permits. Construction administration will also be provided by designer.

Task 3: Construction

Construction is anticipated for the following program elements:

Purchase, delivery and installation of ITS and TSP systems, along with any coordination with the traffic control system.

Task 3.1: Electrical Charging Facilities and Utility Coordination

Purchase, delivery and installation of transit electrical charging equipment at the City of Visalia Transit Maintenance and Operations Facility includes any required utility connections and utility improvements, “fast-charge” electrical charging equipment designed specifically for transit buses, and any other required electrical equipment and gear, including battery back-up and other redundant equipment to ensure reliable operations

Task 3.2: Civil Improvements – Curbs, Sidewalks, Shelters

Construction of sidewalks, curbs, gutters, landscape, lighting and communications equipment along with the purchase, delivery and installation of high-quality, long-life transit shelters (minimum of 35 feet in length) at the bus stop/station locations. Shelter purchase may proceed in advance of general contractor selection due to potential supply chain lead times.

Task 4: Bus Procurement

Delivery of six (6) double deck, low floor double deck buses designed for luggage storage on lower level, fast boarding, not less than 50 seats and battery capacity of not less than 640kWh. Includes inspection, testing, delivery and minimum one-year warranty.

Preliminary Discussion Draft

CVX and Mooney BRT - Systemwide map

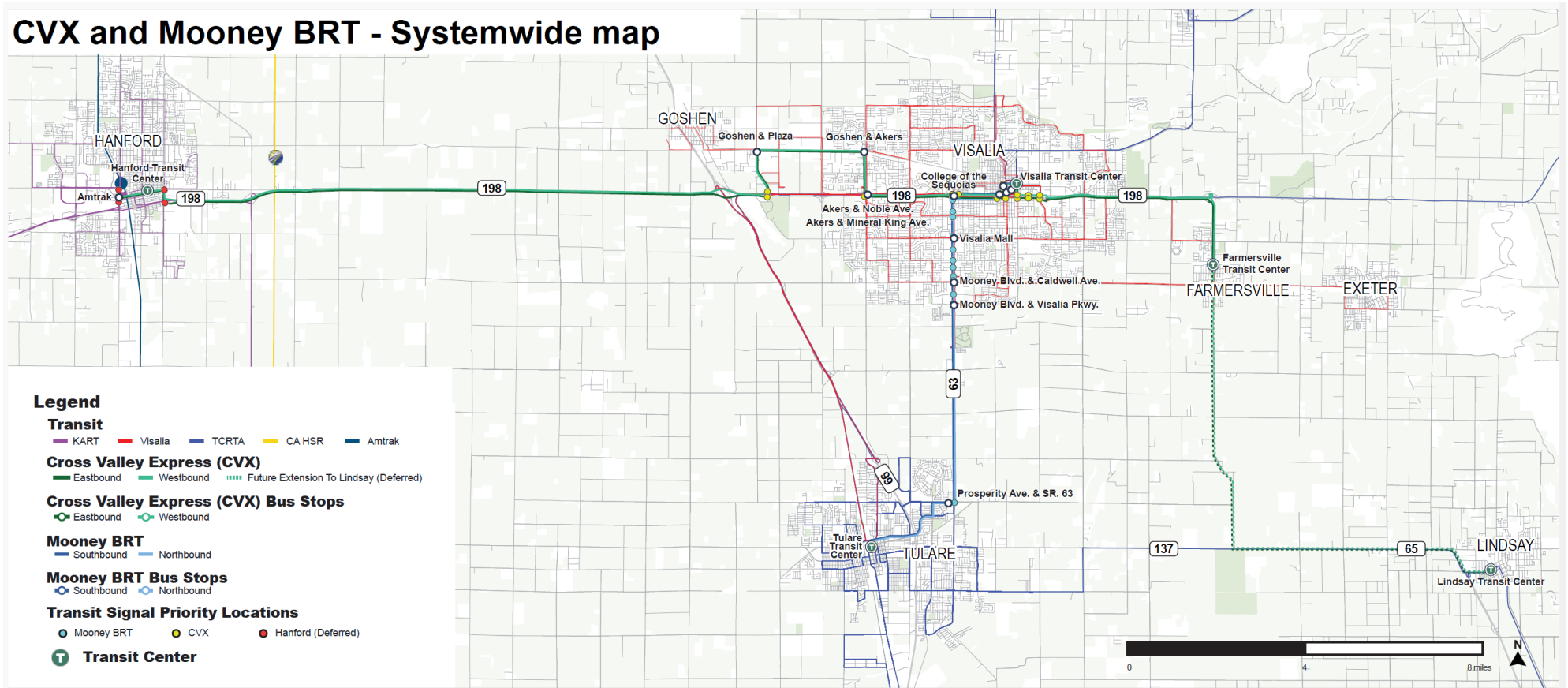


Figure 4: CVX and Mooney BRT - Systemwide Map (full page)

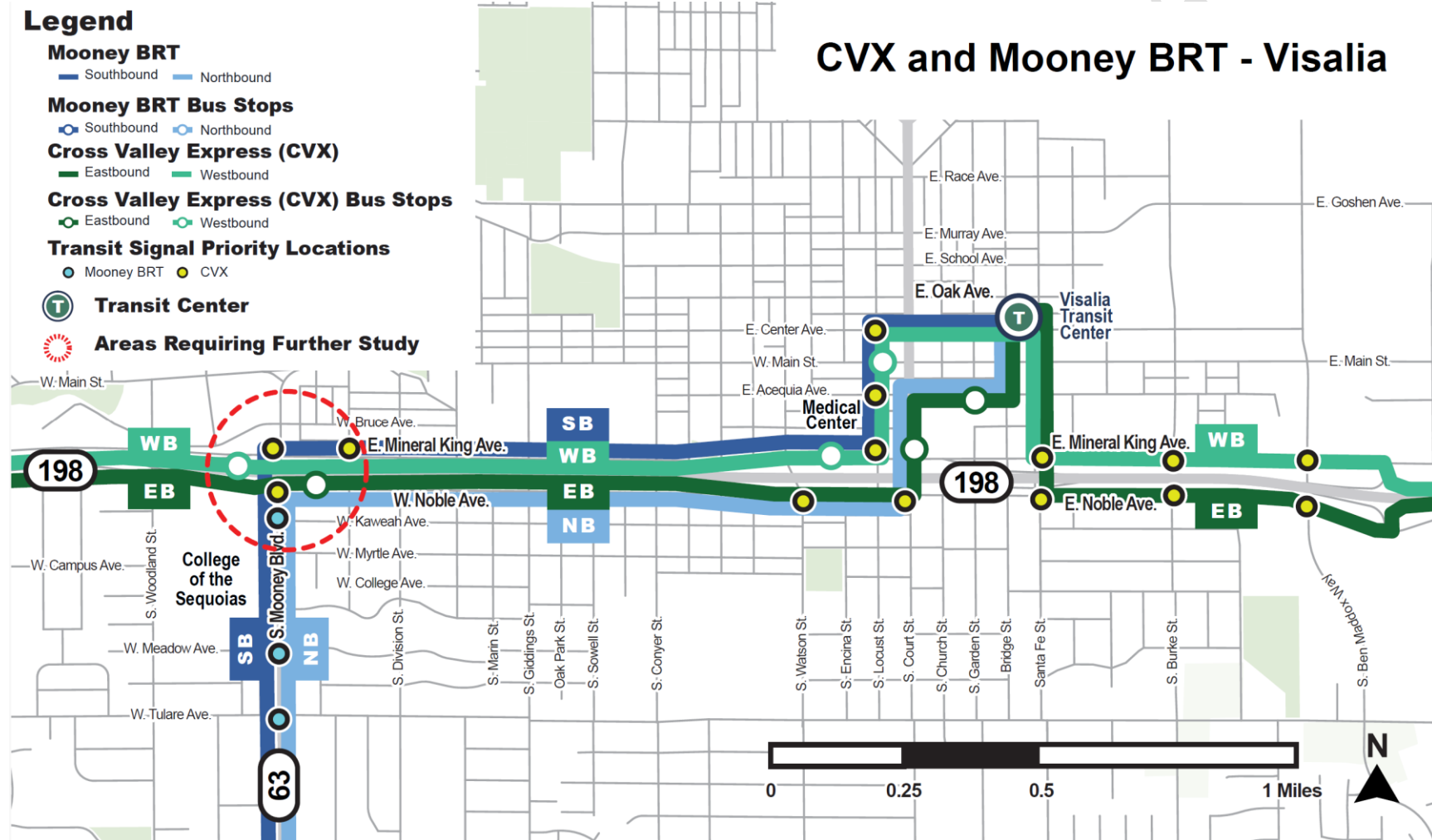


Figure 5: CVX and Mooney BRT - Visalia Section Map

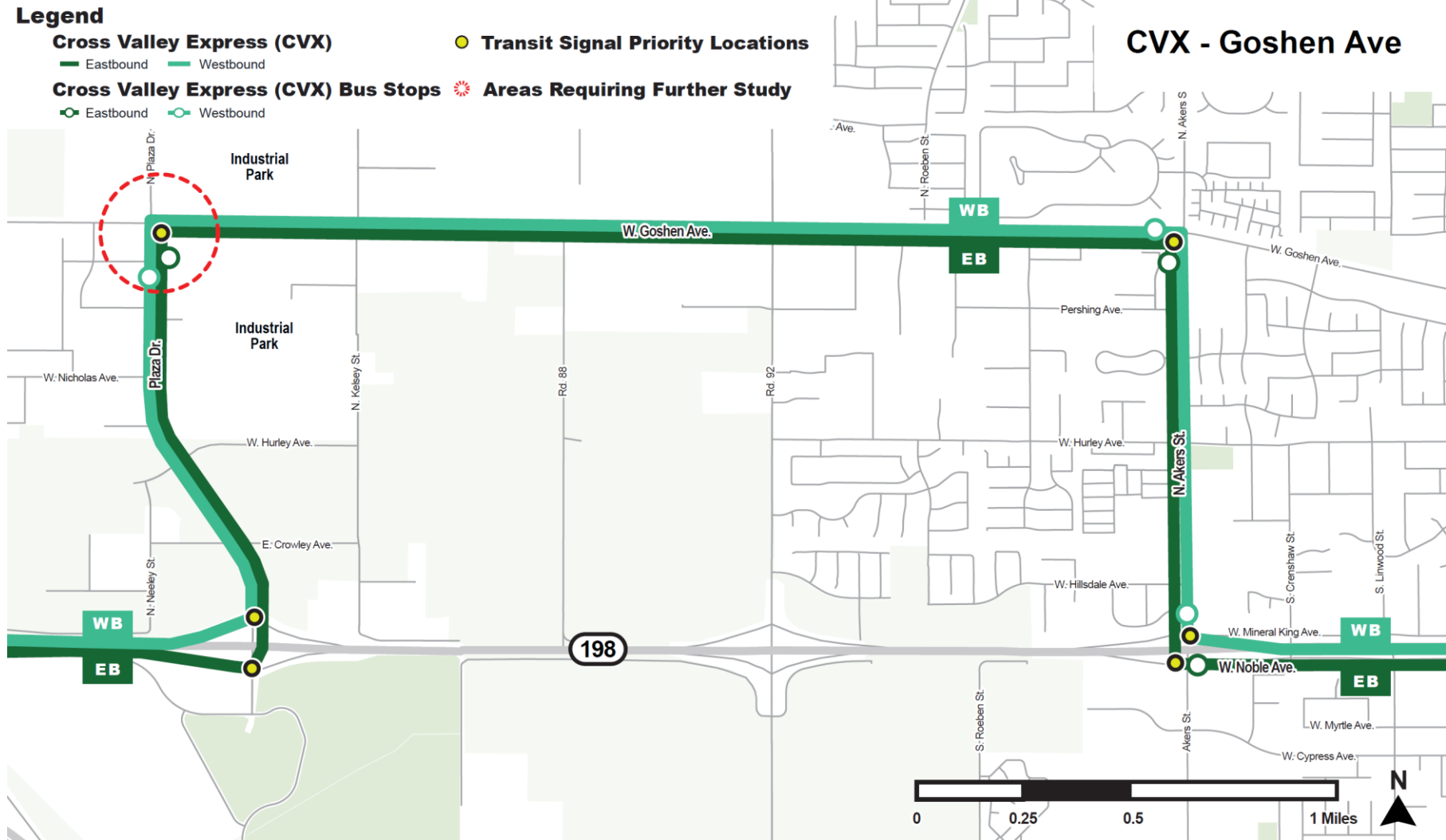


Figure 6: CVX and Mooney BRT - Industrial Park Section

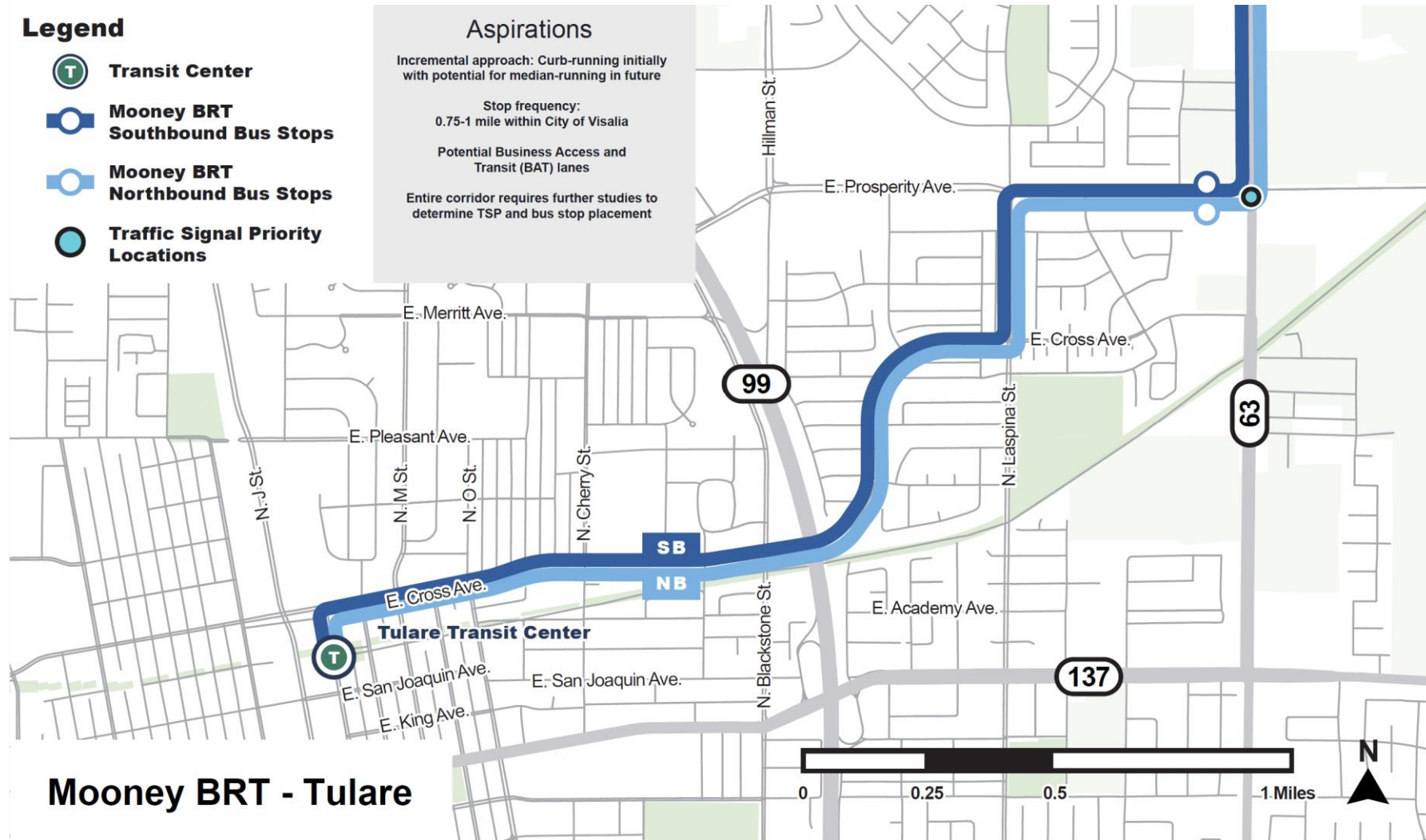
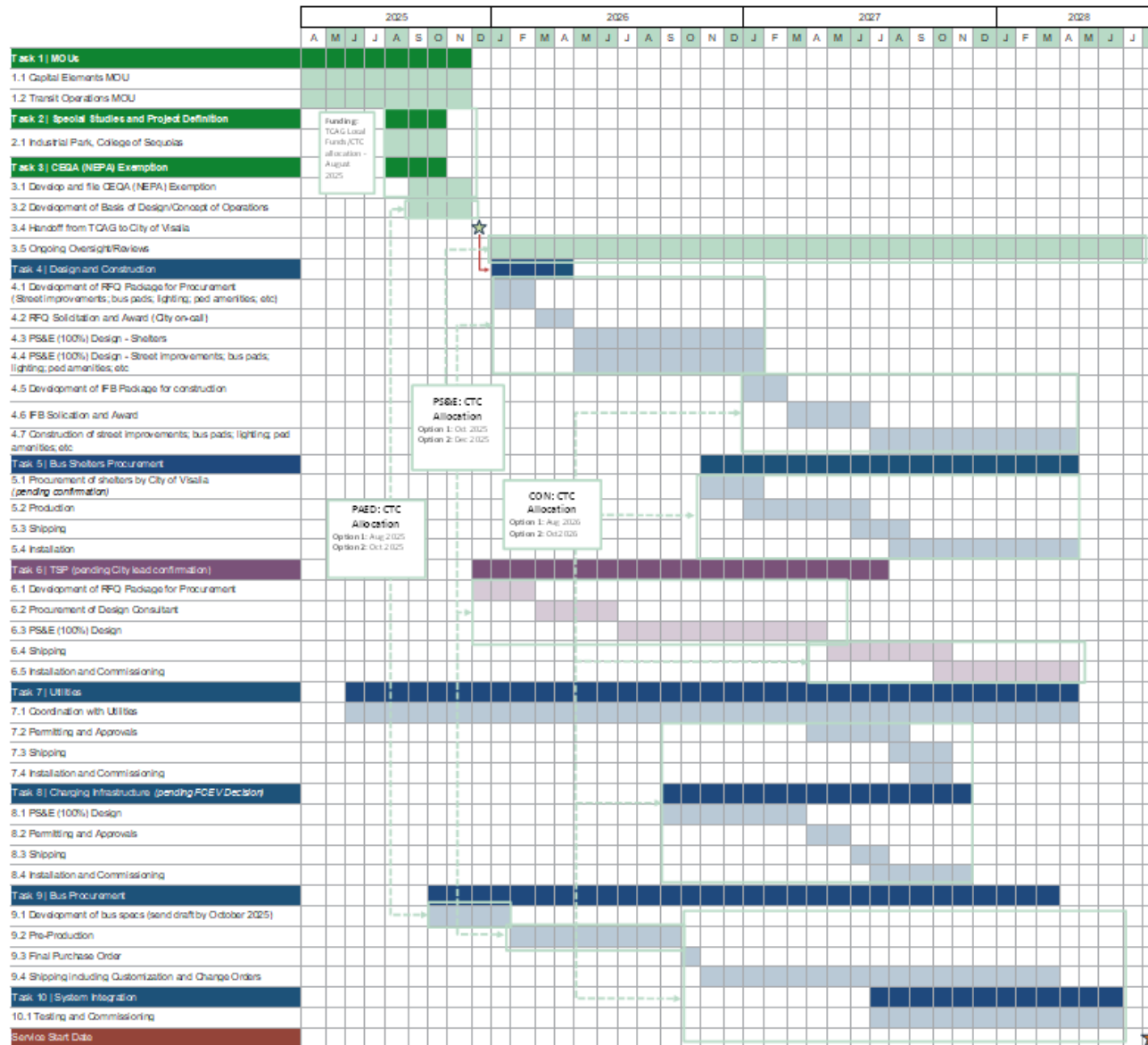
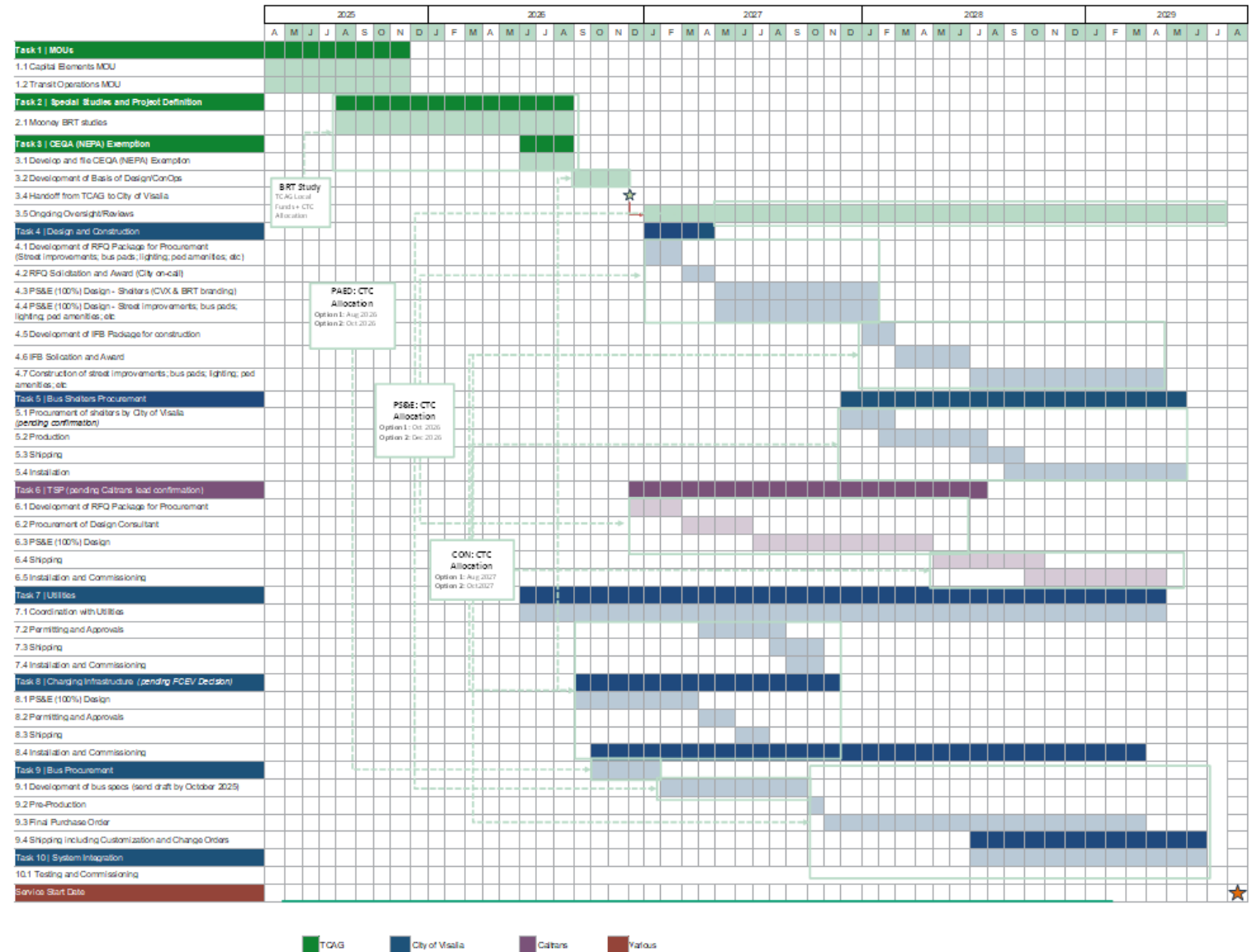


Figure 7: Mooney BRT - Tulare Section

APPENDIX B: PROJECT SCHEDULE

Preliminary Discussion Draft





*CTC Meetings Required for Grant Funding Allocation. Request for agenda/ization should be prepared 2 months ahead of the meeting.

Preliminary Discussion Draft