

**ATTACHMENT D**  
**SJJPA AND KCAPTA MOU**

**NON-BINDING MEMORANDUM OF UNDERSTANDING  
BETWEEN KINGS COUNTY AREA PUBLIC TRANSIT  
AGENCY AND  
SAN JOAQUIN JOINT POWERS AUTHORITY  
FOR THRUWAY BUS SERVICE BETWEEN HANFORD AND VISALIA**

This Non-Binding Memorandum of Understanding ("MOU"), is made and entered into this \_\_\_\_ day of July 2024 by and between the Kings County Area Public Transit Agency ("KCAPTA") doing business as Kings Area Regional Transit ("KART") and San Joaquin Joint Powers Authority ("SJJPA") collectively ("Parties") or individually as ("Party").

**1. Recitals**

- 1.01 KCAPTA is a joint powers authority which provides weekday (Monday through Friday) and Saturday service within Kings County. KCAPTA's office is located at 610 W 7<sup>th</sup> Street, Hanford, CA 93230.
- 1.02 SJJPA is a joint powers authority whose primary responsibility is the management of the operations and administration for train and bus service on the San Joaquins corridor (Oakland/Sacramento/Bakersfield) Route. SJJPA receives funds from The State of California Department of Transportation ("Caltrans") and uses these funds, in part, to contract with the National Railroad Passenger Corporation ("Amtrak"), pursuant to the Caltrans/Amtrak Contract, for rail and bus service along the San Joaquins corridor. SJJPA's principal office is located at 949 E. Channel Street. Stockton, CA 95202.

**2. Responsibilities of the Parties**

2.01 Commuter Service

Commencing prior to July 1, 2024, KCAPTA will expand their fixed route, on behalf of SJJPA using KCAPTA's own coach operators and equipment, via a service operator, currently MV Transportation, Inc., (the "Service Operator"). The expanded route will operate between the City of Hanford in Kings County and the City of Visalia in Tulare County in accordance with the schedule and route information that is attached hereto and incorporated herein by reference as Exhibit A (the "Service").

2.02 Service Levels

The Service shall be provided by KCAPTA as follows:

KART Route 15 Hanford to Visalia. Proposed expanded Weekday and Saturday Service Effective Date 7/1/2024.

**Weekday Service: Hanford to Visalia**

Depart KART Transit Center at 10:30 AM.

1. Passenger(s) transfer from Train 702 arriving in Hanford at 10:24 AM to the KART Bus to Visalia.

2. Passenger(s) transfer from KART Bus arriving in Hanford from Visalia at 11:35 AM to Train 710 arriving in Hanford at 12:24 PM

Depart KART Transit Center at 2:30 PM

3. Passenger(s) transfer from Train 712 arriving in Hanford at 2:24 to the KART Bus to Visalia
4. Passenger(s) to transfer from KART Bus arriving in Hanford from Visalia at 3:35 PM to Train 714 arriving in Hanford at 4:24 PM

#### **Saturday Service: Hanford to Visalia**

Depart KART Transit Center at 10:30 AM.

1. Passenger(s) transfer from Train 702 arriving in Hanford at 10:24 AM to the KART Bus to Visalia.
2. Passenger(s) transfer from KART Bus arriving in Hanford from Visalia at 11:35 AM to Train 710 arriving Hanford at 12:24 PM

Depart KART Transit Center at 2:30 PM

1. Passenger(s) transfer from Train 712 arriving in Hanford at 2:24 to the KART Bus to Visalia
2. Passenger(s) transfer from KART Bus arriving in Hanford from Visalia at 3:35 PM to Train 714 arriving in Hanford at 4:24 PM

#### 2.03 Schedule Deviation

KCAPTA will operate the Service to the best of its ability to adhere to agreed upon schedules, but the Parties recognize that the Service times may vary due to traffic, weather, detours, accidents, strikes, nationally declared disasters or other situations and circumstances beyond KCAPTA's control. KCAPTA will not be held liable for such off-schedule trips or missed trips.

#### 2.04 Schedule and Route Changes

In the event a Party desires to change the schedule the requesting party shall notify the other party of the request. The party receiving the request shall respond within five (5) business days. KCAPTA shall be responsible for producing schedules for the Service and must align schedules for timed transfers at endpoint destinations for connections to the Amtrak San Joaquins service(s). The number of trips operated by KCAPTA shall be based on available fare revenues and subsidy required to operate the Service as directed by SJJPA. Once the change is approved by both Parties, Exhibit A will be updated.

#### 2.05 Funding

The Hanford to Visalia Connector (Kings/Tulare) will be funded by SJJPA in an amount not to exceed of \$115,000 for Fiscal Year 2024/2025 (July 1 – June 30). There is no end date to this MOU, but the amount payable for the Service is subject to annual appropriation by the state. Therefore, SJJPA has the ability to increase the amount as operation costs can increase over the years. Any change to the not to exceed amount must be agreed to by the Parties in writing.

## 2.06 Bus Features

KCAPTA may provide limitations on amount and size of luggage and other personal items, as mutually agreed by the Parties. SJJPA and KCAPTA will mutually agree upon bus features for current and any future buses procured by KCAPTA for the Service.

## 2.07 Decals

SJJPA shall provide KCAPTA with identifying materials for placement near the bus entrance/exit. This temporary signage will denote the "Amtrak San Joaquins and Your Train Connection" message and be easily visible to transferring riders of the Hanford to Visalia service. The signage must be temporary and able to easily be moved between buses.

## 2.08 Quarterly Meetings

Representatives of the Parties shall meet quarterly or as needed to discuss the Service, marketing, connections, fares, actual service costs, any necessary adjustments based on the actual service costs, and other issues related to the Service. KCAPTA will coordinate the scheduling of such meetings and will convene the meetings at a location as convenient as possible for the Parties. The representatives of the Parties have authority to modify the Service's routes and schedules, as may, from time to time, be agreed to by the Parties.

## 2.09 Reporting

KCAPTA will collect and track ridership data starting July 1, 2024. KCAPTA will share monthly ridership data reports with SJJPA, and the Parties will continue to keep this as a topic of discussion at all quarterly meetings.

# 3. Fares

## 3.01 Fare Collection and Accounting

The Parties agree KCAPTA will honor the Amtrak ticket and not charge an additional fare to Amtrak passengers for the Service.

Fare rates, which shall be adhered to by the Parties, are set forth in Exhibit A. Amtrak San Joaquins fare policies as determined by SJJPA shall apply for Amtrak San Joaquins passengers using the Service. Any subsequent changes to the local fares for the Service shall be determined by SJJPA.

3.02 SJJPA shall notify KCAPTA as early as practicable of any fare discount or promotional fare or the elimination of such fares and promotional discounts for the Amtrak San Joaquins not in place at the time of execution of this MOU.

# 4 Term and Termination

- 4.01 Either Party may give notice of its intent to terminate participation in this MOU without cause by giving at least six (6) months advance written notice to the other Party. The termination shall be effective as to all Parties on the first day of the month following the six (6) months' notice period. Prior to termination all compensation and revenues due from one Party to the other under this MOU shall be paid and any loaned equipment and materials shall be returned to their respective owners.

## 5 General Provisions

### 5.01 Independent Contractor

No relationship of employer and employee is intended or created by this MOU. In the performance of its work and duties, KCAPTA is at all times acting and performing as a public entity providing public transportation services. SJJPA shall neither have nor exercise control or direction over the methods by which KCAPTA performs the Service pursuant to this MOU; provided, however, that KCAPTA agrees that all work performed pursuant to this MOU shall be in strict accordance with currently approved and generally accepted professional methods and practices for a public transportation service provider. The sole interest of the Parties is to ensure that the Service is performed and rendered in a competent and cost-effective manner and in accordance with this MOU.

### 5.02 Federal, State and Local Laws

The Parties warrant that in the performance of this MOU, each Party shall comply with all applicable Federal, State, and local laws, regulations, and ordinances.

### 5.03 No Conflict of Interest

Each Party represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of the Service or related actions required under this MOU.

### 5.04 Time of the Essence

Time is of the essence in this MOU.

### 5.05 Cross Promotional/Marketing/Ridership

- a) Parties agree to promote the Service and to cooperate to develop marketing campaigns that promote the Service. Each Party shall be responsible for funding and disseminating marketing/information through their respective marketing channels. Each Party shall maintain their best efforts in providing such marketing/information dissemination focused on areas with the highest likelihood of increasing ridership.
- b) Each Party agrees to submit to the other Party any and all advertising, sales promotion, and other publicity materials relating to the Service in which any

Party's name is mentioned, inferred, or implied. Each Party further agrees not to publish or use any such advertising, sales promotion, or publicity materials relating to Service without the prior written confirmation of the other Party.

5.06 Consent to Breach Not Waiver

No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by either Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

5.07 Addition of Transit Agencies to the Memorandum of Understanding

The Parties may amend this MOU to add additional transit agencies upon mutual written consent of the Parties in the form of an amendment to this MOU.

5.08 Non-Assignment

No Party shall encumber, assign, or otherwise transfer any right or interest in this MOU without prior express written consent of the Parties. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment. Any encumbrance, assignment, transfer, or assignment of interest in this MOU without prior written permission or consent of the Parties, whether it be voluntary or involuntary by operation of law or otherwise, is void and shall be just cause at the option of the other Party to terminate this MOU.

5.09 Notices

All notices under this MOU shall be deemed duly given upon delivery, if delivered by hand; via email; or three days after posting, if sent by registered mail, return receipt requested; to a party hereto at the address set forth herein or to such other address as a party may from time to time designate by written notice pursuant hereto:

**Kings County Area Public Transit Agency:**

**Executive Director**  
610 W 7<sup>th</sup> Street  
Hanford, CA 93230  
[angie.dow@co.kings.ca.us](mailto:angie.dow@co.kings.ca.us)

**San Joaquin Joint Powers Authority:**

Executive Director  
949 E. Channel Street  
Stockton, CA 95202  
[smortensen@sjrrc.com](mailto:smortensen@sjrrc.com)

5.10 Insurance

- a) KCAPTA shall provide insurance at its sole cost and expense, or secure through Amtrak, or the Service Operator as defined in Section 2.01, and shall maintain for the duration of this MOU the following minimum coverages. KCAPTA shall ensure that such insurance coverage, namely SJJPA and its officers, directors, and employees, is contractually required by either Amtrak or the Contract Operator.

**COMMERCIAL GENERAL LIABILITY (CG 00 01 04 13 OR EQUIVALENT)**

Commercial General Liability Insurance on an occurrence basis including Bodily Injury & Property Damage Coverage, Premises Coverage, Products & Completed Operations Coverage, Contractual Liability Coverage, and Independent Contractors Liability Coverage with limits not less than the following:

|             |                                           |
|-------------|-------------------------------------------|
| \$5,000,000 | General Aggregate                         |
| \$5,000,000 | Products & Completed Operations Aggregate |
| \$5,000,000 | Each Occurrence                           |
| \$5,000,000 | Personal & Advertising Injury             |
| \$100,000   | Damage to Premises Rented to You          |

Such policy shall be endorsed to provide:

- Waiver of Subrogation in favor of SJJPA and their directors, officers, representatives, agents, and employees (CG 24 04 or equivalent).
- SJJPA shall be included as Additional Insured to include on-going and completed operations (CG 20 10 & CG 20 37 or equivalent).
- Additional Insured coverage must be on Primary and Non-Contributory basis.
- Include Contractual Liability – SJJPA Endorsement (CG 24 17 or equivalent), if applicable.
- Coverage must not exclude Punitive Damages, unless prohibited by law.
- An Umbrella policy may be utilized to satisfy the required limits of liability.
- Thirty (30) days prior notice of cancellation.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**

Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than:

|             |                                          |
|-------------|------------------------------------------|
| \$1,000,000 | Bodily Injury by Accident, Each Accident |
| \$1,000,000 | Bodily Injury by Disease, Policy Limit   |
| \$1,000,000 | Bodily Injury by Disease, Each Employee  |

Such policy shall be endorsed to provide:

- Waiver of Subrogation in favor of SJJPA and their directors, officers, representatives, agents, and employees (WC 04 13 or equivalent)
- Alternate Employer Endorsement, if applicable (WC 00 03 or equivalent)

- Thirty (30) days prior notice of cancellation.

### **BUSINESS AUTO INSURANCE**

Business Auto Insurance for all vehicles owned, leased, borrowed, or rented by the Contractor with a minimum liability limit of not less than \$5,000,000 per occurrence (combined single limit) and \$10,000,000 excess liability, each occurrence.

Such policy shall be endorsed to provide:

- Waiver of Subrogation in favor of SJJPA and their directors, officers, representatives, agents, and employees (CA 04 44 or equivalent)
- SJJPA shall be included as Additional Insured on a Primary & Non-Contributory basis.
- Coverage for Certain Operations in Connection with SJJPA Endorsement, if applicable (CA 20 70 or equivalent)
- Broadened Pollution coverage, if applicable (CA 99 48 or equivalent)
- Thirty (30) days prior notice of cancellation.

### **UMBRELLA / EXCESS LIABILITY COVERAGE**

Umbrella/Excess Liability insurance on an occurrence basis in excess of the underlying insurance described above which is at least as broad as each and every one of the underlying policies and must include excess auto liability. Umbrella limits may be used to satisfy limit requirements as long as the total amount of insurance is not less than the limits specified in this MOU.

|              |                                           |
|--------------|-------------------------------------------|
| \$10,000,000 | Each Occurrence                           |
| \$10,000,000 | General Aggregate                         |
| \$10,000,000 | Products & Completed Operations Aggregate |

Such policy shall be endorsed to provide:

- Waiver of Subrogation in favor of SJJPA and their directors, officers, representatives, agents, and employees on a follow form basis of the underlying coverages.
- SJJPA shall be included as an Additional Insured on a Primary and Non-Contributory basis.
- Coverage must not exclude Punitive Damages, unless prohibited by law.
- Thirty (30) days prior notice of cancellation.

#### b) **General Insurance Requirements**

1. The insurance policies must be underwritten by a company licensed in the state where the work is to be performed and carry a minimum AM Best rating of "A- VII" or better and authorized to do business in the state(s) in which the service is to be provided.



2. KCAPTA's insurance provider is not allowed to self-insure without the prior written consent of SJJPA. If granted by SJJPA, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by insurance provider in lieu of insurance. Any and all SJJPA liabilities that would otherwise, in accordance with the provisions of this MOU, be covered by the insurance of insurance provider and will be covered as if insurance provider elected not to include a deductible, self-insured retention or other financial responsibility for claims.
3. KCAPTA represents that this MOU has been thoroughly reviewed by insurance provider's insurance agent(s)/broker(s), who have been instructed to provide coverage required by this MOU. Allocated loss expense must be in addition to all policy limits for coverages referenced above.
4. Certificates of Insurance must evidence all the above required terms and conditions and must be filed with SJJPA for approval, prior to commencing any work. Failure to furnish required certificates as required by this section will entitle, but not require, SJJPA to terminate this MOU immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of obligations under this Agreement.
5. If sub-contractors are utilized, KCAPTA is to ensure such sub-contractors are in compliance with the above required by providing the appropriate certificate of insurance to SJJPA.
6. If any policies providing the required coverages are written on a claims-made basis, the following is applicable:
  - The retroactive date shall be prior to the commencement of the Service.
  - Such policies shall be maintained on a continuous basis.
  - If policies are cancelled or non-renewed, KCAPTA shall ensure the insurance provider purchases an extended reporting period of not less than three (3) years after the completion date of the Service.

#### 5.11 Mutual Indemnification

Each Party will indemnify, hold harmless, and defend the other Party, its codirectors, board members, officers, employees, and agents against any and all liability, claims, suits, actions, injuries, costs or expenses arising from loss of or damage to property, and injuries to or death of any person (including but not limited to employee property or employees of each Party) when arising out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors, or subcontractors in connection with any aspect of the Services provided or activities performed pursuant to this MOU.

This indemnification will survive termination or expiration of this MOU.

#### 5.12 Amendment

This MOU may be amended at any time by mutual agreement of the Parties, but any such amendment must be in writing, dated, signed by an authorized

representative of each Party, and attached hereto.

5.13 Governing Law

This MOU is governed by and construed in accordance with the laws of the State of California.

5.14 Entire Memorandum of Understanding

This MOU, together with all subordinate and other documents incorporated by reference herein, constitutes the entire MOU between the Parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing signed by the Parties. All prior agreements, representations, statements, negotiations, understandings, and undertakings are superseded.

5.15 Authority

Each Party has full power and authority to enter into and perform this MOU and the person signing this Memorandum of Understanding on behalf of each has been authorized and empowered to enter into this MOU. Each Party further acknowledges that it has read this MOU, understands it, and agrees to be bound by it.

5.16 Severability

Should any term or provision of this MOU be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this MOU shall be valid and be enforced as written to the full extent permitted by law.

5.17 Dispute Resolution Process

SJJPA and KCAPTA agree to use their best efforts to resolve disputes arising out of or related to this MOU using good faith negotiations by engaging in the following Dispute Resolution Process levels should any such disputes arise.

Level One

The Project Manager for SJJPA and the Project Manager for KCAPTA shall meet to discuss and attempt to resolve the dispute within two weeks of notice from either Party or other agreed to time period. If they cannot do so, they pass the dispute to Level Two.

Level Two

The Department Director for SJJPA and a KCAPTA Executive shall meet to discuss and attempt to resolve the dispute within two weeks of notice from either Party or other agreed to time period. If they cannot do so, they pass the dispute to Level Three.

Level Three

In the event KCAPTA disagrees with the decision of the SJJPA Department Director, the disputes shall be referred to mediation as a condition of the commencement of a civil

action in the Superior Court of Sacramento County, California. At all times during the course of the conflict or dispute resolution efforts, both Parties shall proceed diligently with the performance of this MOU.

*[Balance of this page intentionally left blank.  
Signatures follow on the next page.]*

**IN WITNESS THEREOF**, this Memorandum of Understanding is executed by the Kings County Area Public Transit Agency and San Joaquin Joint Powers Authority and is effective on the day and year first hereinabove written.

**KINGS COUNTY AREA PUBLIC TRANSIT AGENCY (KCAPTA)**

BY: \_\_\_\_\_  
Angie Dow  
Executive Director

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ken Richardson  
General Counsel

**SAN JOAQUIN JOINT POWERS AUTHORITY (SJJPA)**

BY: \_\_\_\_\_  
STACEY MORTENSEN  
Executive Director

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
JANICE D. MAGDICH  
General Counsel





| Plan 1 |                        |            |            |            |            |            |            |            |            |            |            |          |
|--------|------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|----------|
|        | RT 15                  |            | RT 18      | RT 18      | RT 15      | RT 15      |            |            |            |            | KART       |          |
|        | Train/Bus              | Bus/Train  | Bus/Train  | Bus/Train  | Train/Bus  | Train/Bus  |            |            |            |            |            |          |
|        | 711                    | 713        | 702        | 710        | 718        | 712        | 714        | 719        | 716        | 703        | 718        |          |
|        | Northbound             | Northbound | Southbound | Southbound | Northbound | Southbound | Southbound | Northbound | Southbound | Northbound | Southbound |          |
| 7      | Train Arrival          | 5:34 AM    | 9:34 AM    | 10:24 AM   | 12:24 PM   | 1:30 PM    | 2:24 PM    | 4:24 PM    | 5:39 PM    | 6:24 PM    | 7:39 PM    | 10:24 PM |
| 8      | KART Transit Center    |            |            | 10:30 AM   |            |            | 2:30 PM    | 4:35 PM    |            |            |            |          |
| 9      | College of Sequoia     |            |            | 10:55 AM   |            |            | 2:55 PM    | 5:00 PM    |            |            |            |          |
| 10     | Visalia Transit Center |            |            | 11:05 AM   |            |            | 3:05 PM    | 5:10 PM    |            |            |            |          |
| 11     | Kaweah Delta           |            |            | 11:05 AM   |            |            | 3:05 PM    | 5:10 PM    |            |            |            |          |
| 12     | KART Transit Center    |            |            | 11:35 AM   |            |            | 3:35 PM    | 5:40 PM    |            |            |            |          |
| 13     |                        |            |            |            |            |            |            |            |            |            |            |          |
| 14     |                        |            |            |            |            |            |            |            |            |            |            |          |
| 15     |                        |            |            |            |            |            |            |            |            |            |            |          |
| 16     |                        |            |            |            |            |            |            |            |            |            |            |          |
| 17     |                        |            |            |            |            |            |            |            |            |            |            |          |
| 18     |                        |            |            |            |            |            |            |            |            |            |            |          |
| 19     |                        |            |            |            |            |            |            |            |            |            |            |          |
| Plan 2 |                        |            |            |            |            |            |            |            |            |            |            |          |
|        | Visalia                |            | RT 15      | RT 18      | RT 18      | RT 15      | RT 15      | Visalia    |            |            |            | KART     |
|        | Train/Bus              | Bus/Train  | Bus/Train  | Bus/Train  | Bus/Train  | Train/Bus  | Train/Bus  |            |            |            |            |          |
|        | 711                    | 713        | 702        | 710        | 718        | 712        | 714        | 719        | 716        | 703        | 718        |          |
|        | Northbound             | Northbound | Southbound | Southbound | Northbound | Southbound | Southbound | Northbound | Southbound | Northbound | Southbound |          |
| 23     | Train Arrival          | 5:34 AM    | 9:34 AM    | 10:24 AM   | 12:24 PM   | 1:30 PM    | 2:24 PM    | 4:24 PM    | 5:39 PM    | 6:24 PM    | 7:39 PM    | 10:24 PM |
| 24     |                        |            |            | 10:30 AM   |            |            | 2:30 PM    | 4:35 PM    |            |            |            |          |
| 25     | KART / Train           |            |            | 10:55 AM   |            |            | 2:55 PM    | 5:00 PM    |            |            |            |          |
| 26     | COS                    |            |            | 11:05 AM   |            |            | 3:05 PM    | 5:10 PM    | 4:55 PM    |            |            |          |
| 27     | Visalia                | 8:55 AM    |            | 11:05 AM   |            |            | 3:05 PM    | 5:10 PM    | 4:55 PM    |            |            |          |
| 28     | Kaweah Delta           | 8:55 AM    |            | 11:05 AM   |            |            | 3:05 PM    | 5:10 PM    | 4:55 PM    |            |            |          |
| 29     | KART                   | 9:25 AM    |            | 11:35 AM   |            |            | 3:35 PM    | 5:40 PM    | 5:25 PM    |            |            |          |
| 30     | KART (Depart)          | 9:40 AM    |            |            |            |            |            |            | 5:40 PM    |            |            |          |
| 31     | COS                    | 10:05 AM   |            |            |            |            |            |            | 6:05 PM    |            |            |          |
| 32     | Visalia                | 10:15 AM   |            |            |            |            |            |            | 6:15 PM    |            |            |          |
| 33     |                        |            |            |            |            |            |            |            |            |            |            |          |
| 34     |                        |            |            |            |            |            |            |            |            |            |            |          |
| 35     |                        |            |            |            |            |            |            |            |            |            |            |          |
| 36     |                        |            |            |            |            |            |            |            |            |            |            |          |

KART Modified Bus Schedule  
 KART New Service  
 KART Existing Schedule

**Fares as of July 1, 2024**

There is no additional cost. KART will train all bus operators to check for passenger tickets. If a passenger has an Amtrak ticket, the passenger does not have to pay an additional fare. KART bus operators will also track Amtrak transfer passenger ridership.