

BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS
Tulare Six-Lane and Paige Avenue Interchange
Improvement
EA No. 06-48950
EFIS No.0614000040
SHC 126.1 Mitigation Agreement No. 06-1824

SHC 126.1 MITIGATION AGREEMENT

This AGREEMENT, ENTERED INTO EFFECTIVE on _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “CALTRANS,” and the CITY OF VISALIA.

RECITALS

1. CALTRANS and CITY OF VISALIA, herein referred to as “PARTIES,” pursuant to Streets and Highways Code section 126.1, are authorized to enter into this Agreement.
2. CALTRANS has undertaken the Tulare Six-Lane and Paige Avenue Interchange project, rehabilitating pavement and constructing an additional northbound and southbound lane on State Route 99 from postmiles 25.2-30.6 and rebuild the Paige Avenue Interchange in the City of Tulare in Tulare County, in California, referred to herein as the PROJECT.
3. CALTRANS, to comply with the terms of the approved Final Environmental Document (“FED”), dated December 28, 2023, and in compliance with Senate Bill 743, will provide mitigation for increasing annual Vehicle Miles Traveled (“VMT”) by 19,759,200 because of PROJECT. The FED is hereby incorporated into this Agreement by reference.
4. As part of the VMT mitigation, CALTRANS will provide funding to CITY OF VISALIA to subsidize the new Bus Rapid Transit and Cross Valley Corridor Express Bus in Tulare County for a two-year period. CALTRANS’ funding will subsidize operational cost.
5. CALTRANS has developed a plan to implement VMT reduction per the FED. The VMT reduction plan includes a summary of the mitigation project, success criteria for the mitigation project and a description of the required contents and submittal process for the two-year monitoring report. This plan will be referred to herein as BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN and is detailed in **Exhibit A**.
6. CALTRANS desires to enter into this Agreement with CITY OF VISALIA to satisfy VMT mitigation requirements.
7. CITY OF VISALIA desires to assist CALTRANS in satisfying VMT mitigation requirements by implementing BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN.

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8. In the FED, CALTRANS identified a total of \$4,682,000.00 for subsidizing the Bus Rapid Transit and Cross Valley Corridor Express Bus and implementing the BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN for a two-year period.
9. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to Bus Rapid Transit and Cross Valley Corridor Express Bus and the BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN.
10. PARTIES now define herein below the terms and conditions under which this Agreement will be implemented.

SECTION I

CITY OF VISALIA AGREES:

1. To submit an invoice to CALTRANS, within thirty (30) days of the execution date of this Agreement, for \$4,682,000 which represents CALTRANS' total financial obligation as set forth in this Agreement. CITY OF VISALIA does not have the funds to begin work without this lump sum payment.
2. To provide a receipt or proof of having received the funds from PROJECT for implementing BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN. To refund to CALTRANS, promptly after completion of CITY OF VISALIA's accounting of costs, any amount of the CALTRANS funding remaining after actual costs have been deducted.
3. To operate the Bus Rapid Transit and Cross Valley Corridor Express Bus for a two-year period.
4. To follow **Exhibit A** – BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN.
5. All work performed by CITY OF VISALIA, or performed on CITY OF VISALIA's behalf, shall be performed in accordance with all state and federal laws, regulations, policies, procedures, and standards.
6. To obtain any necessary property rights and/or rights of entry required prior to the implementation of BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN and for full compliance with any terms and

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conditions thereof. Said rights of entry shall also include rights for CALTRANS personnel.

7. To obtain any environmental approvals and/or resource agency agreements, permits, and/or approvals required prior to implementation of BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN and to fully comply with any terms and conditions thereof.
8. To submit draft monitoring reports to CALTRANS for two (2) years, with monitoring anticipated to begin in the year 2030 and end two (2) years later, currently anticipated to be year 2032 by December 31st of each year. Said reports shall contain all of the information described in **Exhibit A**, attached and made a part of this Agreement.
9. To address CALTRANS' comments on the draft monitoring report and thereafter submit a final draft monitoring report to CALTRANS by February 1st for two (2) years, with monitoring anticipated to begin in the year 2030 and end two (2) years later, currently anticipated to be year 2032 for CALTRANS' review and approval, if appropriate.
10. If at any time during the two (2) year monitoring period, with monitoring anticipated to begin in the year 2030 and end two (2) years later, currently anticipated to be year 2032 it is determined by CALTRANS that CITY OF VISALIA isn't making progress towards fulfilling the BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN, then CITY OF VISALIA shall provide CALTRANS with a corrective action plan. The corrective action plan will detail the best course of action given the use of the original lump sum payment made by CALTRANS under this Agreement.
11. To use one hundred percent (100%) of CALTRANS' funds provided pursuant to this Agreement, in order to satisfy PARTIES's obligation and responsibilities set forth in this Agreement.
12. If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTIES must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7.
13. To include prevailing wage requirements in its contracts for public work. Work performed by PARTIES's own forces is exempt from the Labor Code's Prevailing Wage requirements.

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14. To retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and to make such materials available at the respective offices of CALTRANS at all reasonable times for three (3) years after the termination date of this Agreement. CALTRANS, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of PARTIES that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished when requested.

SECTION II

CALTRANS AGREES:

1. To pay CITY OF VISALIA within forty-five (45) calendar days of receipt of CITY OF VISALIA's signed invoice, \$4,682,000.00 which represents CALTRANS' total financial obligation as set forth in this Agreement.
2. To review and provide comments to CITY OF VISALIA by February 1st on the draft monitoring reports prepared by CITY OF VISALIA and submitted to CALTRANS for two (2) years, with monitoring anticipated to begin in the year 2030 and end two (2) years later, currently anticipated to be year 2032.
3. Within seven (7) calendar days of receipt, to review and approve, if appropriate, the draft final monitoring report submitted by CITY OF VISALIA to CALTRANS for two (2) years, with monitoring anticipated to begin in the year 2030 and end two (2) years later, currently anticipated to be year 2032.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. All applicable laws, rules and policies relating to the use of federal or state funds shall apply notwithstanding other provisions of this Agreement.
3. Neither CITY OF VISALIA nor any officer or employee thereof is responsible for any injury, damage, or liability by reason of anything done or omitted to be done by

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CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement. It is agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY OF VISALIA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

4. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability by reason of anything done or omitted to be done by CITY OF VISALIA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY OF VISALIA under this agreement. It is agreed that CITY OF VISALIA, to the extent permitted by law will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability by reason of anything done or omitted to be done by CITY OF VISALIA, its contractors, sub-contractors, and/or its agents under this agreement.
5. In the event of any breach of this Agreement by either party, the other party may enforce this Agreement by any means available at law or in equity. In the event of litigation, mediation or arbitration to resolve any breach of, or dispute related to this Agreement, each party agrees to pay for their own attorneys' cost and expenses, without regard to who prevails.
6. A failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.
7. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall bind all parties, notwithstanding that all parties are not a signatory to the original or the same counterpart. If any provision of this Agreement is held invalid, the other provisions shall not be affected.
8. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties and no oral understanding or agreement not incorporated herein shall bind any party.
9. Nothing within this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or to affect the legal liability of either party to

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the Agreement by imposing any standard of care different from the standard of care imposed by law.

10. This Agreement shall terminate upon CALTRANS' written acceptance that CITY OF VISALIA has completed BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN, however all indemnification, document retention, audit, claims, environmental, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

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CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to AGREEMENT.

CALTRANS:

Rebecca Ashjian, Associate Environmental Planner
2015 E. Shields Ave, Suite 100, Fresno, CA 93726
Office Phone: 559-383-5363
Email: rebecca.ashjian@dot.ca.gov

CITY OF VISALIA:

Leslie Caviglia, City Manager
Office Phone: 559-713-4332
Email: Leslie.Caviglia@Visalia.gov

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SIGNATURES

PARTIES are empowered by CA Streets and Highways Code section 126.1 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

**STATE OF CALIFORNIA
Department of Transportation**

CITY OF VISALIA

By: _____
District Director

By: _____

**TULARE COUNTY ASSOCIATION
OF GOVERNMENTS**

By: _____

Approved as to form and procedure:

Approved as to form:

Attorney
Department of Transportation

General Counsel

Certified as to budgeting of funds:

District Budget Representative

Certified as to financial terms and
policies:

Accounting Administrator

Exhibit A

BUS RAPID TRANSIT VMT REDUCTION PLAN

Mitigation Project

Caltrans will provide funding in the amount of \$4,682,000.00 to subsidize the BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN in Tulare County for a two-year period. Caltrans' funding will subsidize the operational cost and will result in an average VMT reduction of 20,820,330.

Establish Baseline Conditions

The Cross Valley Express program delivers the pilot phase of the overall Phase 1 Cross Valley Corridor program. Ultimately at full buildout, zero emission buses will operate from North and South Lemoore to Lindsay via Hanford, the Kings-Tulare High Speed Rail 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 parallel to State Route 99 from the Tulare Transit Center via State Route 63 and connecting with Cross Valley Express core service near College of the Sequoias and then continuing to Visalia Transit Center.

Tulare County Association of Governments was awarded approximately \$60 million in funds from the Cycle 7 Transit and Intercity Rail Program (TIRCP) towards the capital infrastructure costs associated with a pilot regional bus service spanning from Hanford Amtrak Station to the City of Farmersville (\$54,300,000) and a bus-rapid transit line connecting the City of Visalia with the City of Tulare (\$4,800,000). This Cycle 7 TIRCP application is for capital costs associated with the Cross Valley Express, including procurement of eight additional zero-emission buses, electrical charging equipment and electrical infrastructure at the Lindsay and Visalia terminals, transit passenger facilities including shelters and street improvements, intelligent transportation system and transit priority investments, along with program management services required to deliver the project and interagency agreements required for implementation.

The Cross Valley Express and Visalia-Tulare Bus Rapid Transit are new services that are expected to begin operations in 2030. Annual operating expenses are estimated at \$5-7 million depending upon phased frequency and operating segments. Operating revenue is anticipated to come from a myriad of fund sources and partner agencies including Tulare County Association of Governments, Visalia Transit, Tulare County Regional Transit Agency, Caltrans, High Speed Rail, San Joaquin Valley Air Pollution Control District.

Execution Phase

The annual monitoring report will include a cover page that contains the following information:

- BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN
- Annual Report for (include applicable monitoring year, such as “2030”)
- Transportation Project Name: Tulare Six-Lane and Paige Avenue Interchange Improvement
- Transportation Project ID: 0614000040
- Transportation Project EA: 06-48950
- Date of Submittal
- Provided To: Caltrans Environmental, District 6, 2015 E Shields Avenue, Suite 100, Fresno, CA 93726.
- Include a “Prepared By” heading that shows the preparing agencies name, address, email address, phone number and website URL (if applicable). If the report is prepared by an individual, provide the individual’s name, title, email address, phone number and relationship to CITY OF VISALIA.
- Photographs may be added to the cover page that are applicable to BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN

The contents of the annual monitoring report will include the following:

- An introduction that includes the purpose and need of the annual monitoring report and a brief description of the mitigation project
- Identification of any improvements or concerns from the previous year
- Identification of any anticipated improvements or concerns for the future year
- Monthly Ridership data
- Funding/Accounting summary of the BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN.
- BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN status and implementation viability issues.
- Conclusion statement for BUS RAPID TRANSIT and CROSS VALLEY CORRIDOR EXPRESS BUS VMT REDUCTION PLAN for the monitoring year