

ATTACHMENT C
MITIGATION COOPERATIVE AGREEMENT
TO SUBSIDIZED ROUND TRIP VISALIA
ROUTE 15

KINGS COUNTY AREA PUBLIC TRANSIT
AGENCY,
ROUTE 15,
Delano to Pixley 6-Lane with Pavement
Rehabilitation
EA No.06-0W791
EFIS No.0621000142
Cooperative Agreement No. 06-1805

MITIGATION COOPERATIVE AGREEMENT

This AGREEMENT, ENTERED INTO EFFECTIVE on July 1, 2024, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, called "CALTRANS," and the
KINGS COUNTY AREA PUBLIC TRANSIT, referred to as "KART."

RECITALS

1. CALTRANS and KART, herein called "PARTIES," under Streets and Highways Code sections 114 and 130, may enter into this Agreement.
2. CALTRANS has undertaken the Delano to Pixley 6-Lane with Pavement Rehabilitation project, rehabilitating pavement and constructing an additional northbound and southbound lane on State Route 99 from postmiles 56.4-57.6 in Kern County and 0.0-13.5 in Tulare County, in California, referred to herein as the PROJECT.
3. The PROJECT will result in an increase of annual Vehicle Miles Traveled ("VMT") by 47,706,213. CALTRANS will take mitigation measures to reduce the induced VMT from the PROJECT, which is set forth in the Final Environmental Document (FED), dated September 11, 2023.
4. As part of the VMT mitigation, CALTRANS will provide funding to KART to subsidize an existing round-trip bus service with additional trips for a period of twenty-years, estimated to begin in 2025, to satisfy mitigation requirements. The round-trip bus service travels between the cities of Hanford and Visalia, a map of the bus service is provided in **Exhibit A**. The round-trip bus subsidy will be referred to herein as KART, ROUTE 15.
5. CALTRANS has provided a plan to implement VMT reduction per the FED Avoidance and Minimization, and/or Mitigation Measures. 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 annual monitoring report. This plan will be referred to herein as KART VMT REDUCTION PLAN and is detailed in **Exhibit B**.
6. CALTRANS desires to enter into this Agreement with KART to satisfy VMT mitigation requirements.

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7. KART desires to assist CALTRANS in satisfying VMT mitigation requirements by implementing the KART, ROUTE 15.
8. In the FED, CALTRANS identified a total of \$2,388,000.00 for implementing KART, ROUTE 15 for a twenty-year period. CALTRANS will provide \$2,388,000.00 which reflects the entirety of the remaining Proposition B (Route 99) Bond funds that were available for mitigation for this project. This will establish the endowment fund that will be utilized to fund the project for the specified duration.
9. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to KART, ROUTE 15.
10. PARTIES now define herein below the terms under which this Agreement will be implemented.

SECTION I

KART AGREES:

1. To submit an invoice to CALTRANS, within forty-five (45) days of the execution date of this Agreement, for \$2,338,000.00 which represents CALTRANS' total financial obligation as set forth in this Agreement. KART does not have the funds to being work without this lump sum payment.
2. To provide a receipt or proof of having received the funds from CALTRANS for KART, ROUTE 15. To refund to CALTRANS, promptly after completion of KART's accounting of costs, any amount of the CALTRANS funding remaining after actual costs have been deducted.
3. To establish and operate the KART, ROUTE 15.
4. To follow **Exhibit B – KART VMT REDUCTION PLAN**.
5. All work performed by KART, or performed on KART's behalf, shall be performed under all state and federal laws, regulations, policies, procedures, and standards.
6. To obtain all necessary property rights and/or rights of entry required prior to the implementation of KART, ROUTE 15 and for full compliance with any terms and thereof. Said rights of entry shall also include rights for CALTRANS personnel.

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7. To obtain any environmental approvals and/or resource agency agreements, permits, and/or approvals required prior to implementation of KART, ROUTE 15 and to fully comply with any terms thereof.
8. To submit draft monitoring reports yearly to CALTRANS for twenty (20) years (with monitoring anticipated to begin in the year 2025 and end twenty (20) years later, currently anticipated to be year 2045) by December 31st of each year. Said reports shall contain all of the information described in **Exhibit B**, 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 April 1st for twenty (20) years (with monitoring anticipated to begin in the year 2025 and end twenty (20) years later, currently anticipated to be year 2045) for CALTRANS' review and approval, if appropriate.
10. If at any time during the twenty (20) year monitoring period (with monitoring anticipated to begin in the year 2025 and end twenty (20) years later currently anticipated to be year 2045) it is determined by CALTRANS that KART isn't making progress towards fulfilling the KART VMT REDUCTION PLAN, by adding five trips during the weekdays and four trips on the weekend, then KART 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. The \$2,338,000.00 lump sum payment represents CALTRANS' total financial obligation as set forth in this Agreement.
11. To use one hundred percent (100%) of CALTRANS' funds provided pursuant to this Agreement, in order to satisfy KART'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, KART 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 KART's own forces is exempt from the Labor Code's Prevailing Wage requirements.

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SECTION II

CALTRANS AGREES:

1. To pay KART within forty-five (45) calendar days of receipt of KART's signed invoice, \$2,338,000.00 which represents CALTRANS' total financial obligation as set forth in this Agreement.
2. To review and provide comments to KART by February 1st on the draft monitoring reports prepared by KART and submitted to CALTRANS for twenty (20) years (with monitoring anticipated to begin in the year 2025 and end twenty (20) years later, currently anticipated to be year 2045).
3. Within seven (7) calendar days of receipt, to review and approve, if appropriate, the final monitoring report submitted by KART to CALTRANS for twenty (20) years (with monitoring anticipated to begin in the year 2025 and end twenty (20) years later, currently anticipated to be year 2045).

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 KART 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 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 KART 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 KART, its

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contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon KART under this agreement. It is agreed that KART, 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 KART, 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 of the 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 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 KART has completed KART, ROUTE 15, 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.

CONTACT INFORMATION

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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:

Jason Adair, Senior Transportation Planner
1352 W Olive Ave, Fresno, CA 93728
Office Phone: 559-353-0849
Email: Jason.Adair@dot.ca.gov

KART:

Heather Corder, Accountant
610 W 7th Street, Hanford, CA 93230
Office Phone: 559-852-2611
Email: Heather.corder@co.kings.ca.us

SIGNATURES

PARTIES are empowered by California Streets and Highways Code sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute

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this Agreement on behalf of the respective agencies and covenants to have followed all the legal requirements to validly execute this Agreement.

STATE OF CALIFORNIA
Department of Transportation

KART

By: _____
District Director

By: _____

Approved as to form and procedure:

Approved as to form:

Attorney
Department of Transportation

General Counsel

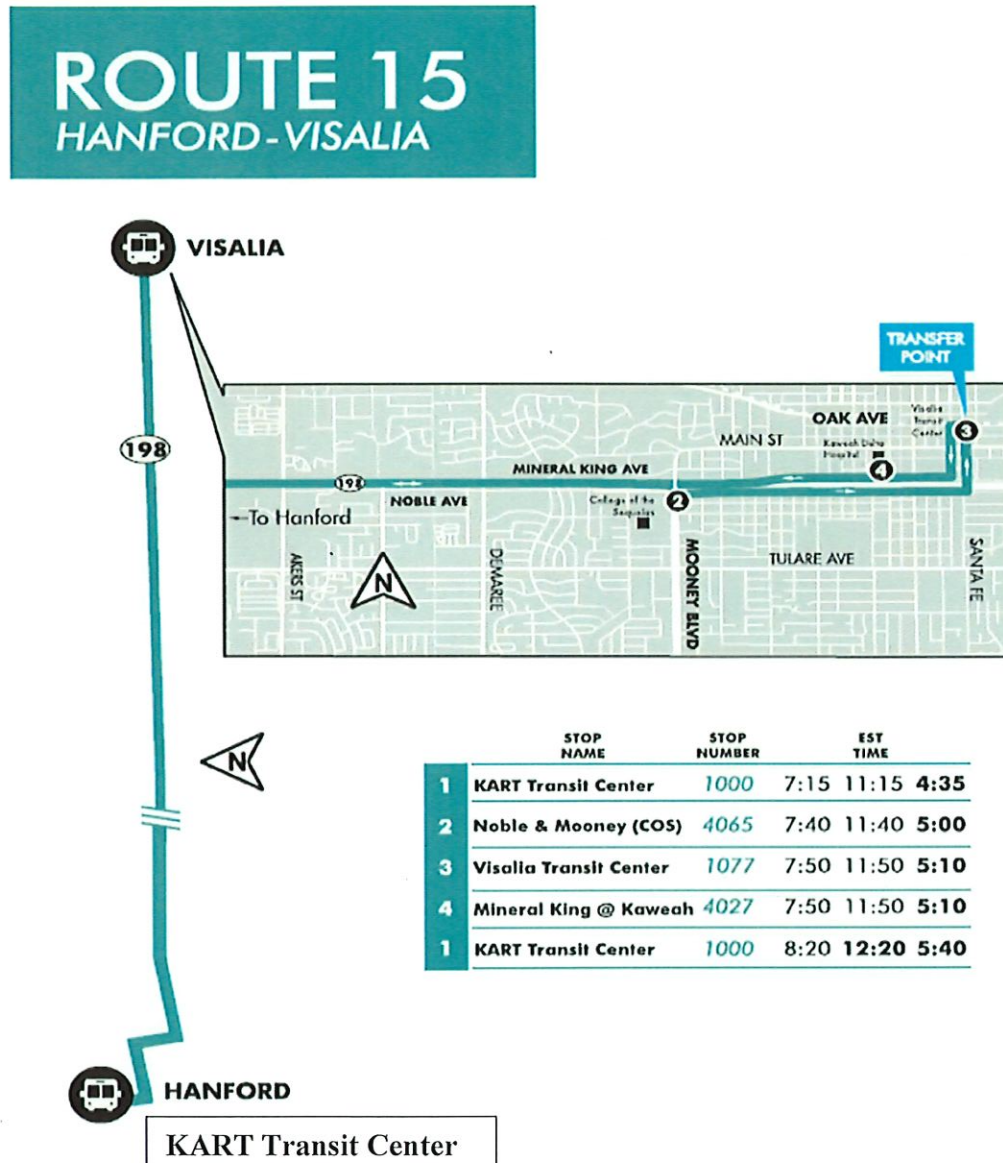
Certified as to budgeting of funds:

District Budget Manager

Certified as to financial terms and
policies:

Accounting Administrator

Exhibit A



No SATURDAY service / No servicio de SÁBADO
 AM Service / Servicio de AM PM Service / Servicio de PM
 Scheduled times are estimated time of arrival / Momentos son un tiempo estimado de llegada
 Get arrival times in real time! / ¡Obtén los horarios de llegada en tiempo real!
 Text the STOP NUMBER to (559) 717-4874 / Textea el NÚMERO DE PARADA al (559) 717-4874

Exhibit B

KART VMT REDUCTION PLAN

Mitigation Project

Caltrans will provide funding in the amount of \$2,388,000.00 to subsidize the round-trip bus service for Route 15 at Kings Area Regional Transit. Route 15 currently operates three trips per day between Hanford and Visalia. Caltrans proposes to subsidize one additional trip during each weekday, which will bring the round-trip bus service to four trips per day during the weekday and add two additional trips per day on Saturday and Sunday.

Adding five trips total during weekdays and four trips to the weekends with a round-trip distance of 42 miles and an assumed ridership increase of approximately 14 per trip will result in an annual VMT reduction of 270,220. Using the Transit Service Improvement multiplier allowed per the VMT mitigation playbook will increase the VMT reduction to 540,440. Caltrans will subsidize a total of nine additional round-trip bus services per week for 20 years, which will provide an annual VMT reduction of 540,440 and a total VMT reduction of 10,808,800 for the 20-year period.

Establish Baseline Conditions

Revenue Hours = 801
Revenue Miles = 31,879
Passenger Trips = 7,928
Passenger Miles Traveled = 157,804
Passenger Per Mile = .25
Passenger Per Hour = 10
Total Buses used to Provide Service = 1Execution

Execution Phase

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

- KART VMT REDUCTION PLAN
- Annual Report for (include applicable monitoring year, such as "2025")
- Transportation Project Name: Delano to Pixley 6-Lane with Pavement Rehabilitation
- Project ID: 0621000142
- Project EA: 06-0W791
- Date of Submittal
- Provided To: Caltrans Environmental, District 6, 2015 E Shields Avenue, Suite 100, Fresno, CA 93726

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- 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 KART.
- Photographs may be added to the cover page that are applicable to KINGS AREA REGIONAL TRANSIT, ROUTE 15

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

- An Introduction Section that includes the purpose and need of the annual monitoring report, a brief description of the mitigation project.
- Updated Bus Schedule and map like the schedule shown in **Exhibit A**
- 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 KART, ROUTE 15
- KART, ROUTE 15 status and implementation viability issues.
- Conclusion statement for KART, ROUTE 15 for the monitoring year