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**FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)  
MEETING AGENDA**

DATE: Thursday, July 25, 2019  
TIME: 5:30pm, **AFTER** the Fresno Council of Governments (FCOG) Meeting  
PLACE: FCOG / FCRTA Offices  
Sequoia Conference Room  
2035 Tulare Street, Suite 201  
Fresno, CA 93726  
(Corner of Tulare and Van Ness Ave. - above Club One  
Park in Underground Garage - Entrance off Tulare & Van Ness Ave.  
Exit Elevator on Tulare St., Turn Left, Enter Lobby Door,  
Up Elevator to Second Floor, Left to Sequoia Conference Room)

**Americans with Disabilities Act (ADA) Accommodation**

The Fresno COG / FCRTA offices and restrooms are ADA accessible. Individuals with disabilities may call (559-233-4148) / FCRTA (559-233-6789) at least 3 days in advance, to request auxiliary aids and/or translation services necessary to participate in the public meeting / public hearing. If Fresno COG / FCRTA are unable to accommodate an auxiliary aid or translation request for a public hearing after receiving proper notice, the hearing will be continued on a specified date when accommodations are available.

**AB 23 Requirement:** In accordance with the Brown Act and AB23 the amount of stipend paid to members of the Board of Directors for attending this meeting of the Fresno County Rural Transit Agency, is \$50.00.

**1. ROLL CALL**

Public Presentations - This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.

NOTE: The public may also comment on any Agenda item, as they are presented, prior to action by the FCRTA Board.

**2. CLOSED SESSION**

**A. CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION  
Government Code Section 54956.9(d) (2) (1 Case)**

**3. RETURN TO OPEN SESSION**

**4. CONSENT ITEMS**

**A. Approve Executive Minutes of June 27, 2019 [ATTACHMENT]**

**B. Regional Sustainable Infrastructure Planning Grant Application [APPROVE]**

**Summary:** Fresno Council of Governments (FCOG) released a call for projects for Cycle 3 for the Regional Sustainable Infrastructure Planning Grant Program. FCRTA, in partnership with the City of Kingsburg, City of Selma and City of Fowler, is proposing a project submittal for \$163,915 total funding for a feasibility study to investigate a monorail system from the City of Kingsburg connecting to downtown Fresno. The feasibility analysis would provide basis for short-term, mid-term, and long-term ridership

projections based on projected land uses, employment trends, trip times, and fares; key performance metrics, including projected revenues, farebox recovery, operations and maintenance costs, passengers per mile, costs per mile; potential regional, state, and federal funding sources; public-private partnership opportunities; electricity needs and sources; opportunities for TOD at stations; and other critical issues. This feasibility study would investigate whether introducing a monorail system along Golden State Boulevard parallel to SR 99 from the City of Kingsburg to downtown Fresno would mitigate impacts on the traffic congestion, VMT, safety and GHG emissions along this corridor. The City of Fresno is in support of this proposed application. Attached is a preliminary study area map for your review **[ATTACHED]**.

**Action:** Staff recommends Board approval of the Regional Sustainable Infrastructure Planning Grant Application in the amount of \$163,915.

**C. FTA Integrated Mobility Innovation Grant Application [APPROVE]**

**Summary:** The Federal Transit Administration (FTA) released a call for projects through the Integrated Mobility Innovation Program. FCRTA in partnership with three (3) 501(c)(3) private non-profit organizations; Fresno Metro Ministry, CALSTART and Inspiration Transportation, is proposing a project submittal in the amount of approximately \$750,000 total funding for a demonstration project that will provide rides for residents in rural and urban Fresno County locations to health care appointments using electric vehicles. This demonstration project will blend the reliability of public transit with the flexibility of light duty electric vehicles and advanced smart phone applications to increase personal mobility for low income residents in disadvantaged rural communities.

**Action:** Staff recommends Board approval of the FTA Integrated Mobility Grant Application in the amount of approximately \$750,000.

**D. Reedley Transit Transition Update [INFORMATION]**

**Summary:** The Board approved in June 2019 to transition Reedley Transit services to FCRTA. As of July 1, 2019 the services have been transferred from the City of Reedley to FCRTA which are operated by the subcontractor MV Transportation. It was a successful transition due to cooperation with the City of Reedley staff and the various notifications provided to the passengers including flyers, voicemail and visits to the Senior Center. There are currently three (3) full-time drivers for the Reedley in-city services and one (1) dispatch staff person has transitioned to MV.

FCRTA will be reviewing the (2) other transit services, Coalinga and Kerman, to evaluate efficiency, cost benefit to the cities and the possibility to transition over to FCRTA to be operated by the subcontractor MV Transportation in FY 2020-2021.

**Action:** Information only. The Board may provide additional direction at its discretion.

**E. Voter's Choice Act [APPROVE]**

**Summary:** Legislation now provides that all California counties have the opportunity to transition to the Voters Choice Act (VCA), California Elections Code sections 4005-4008, in 2020. The VCA authorizes a county to automatically mail every voter a ballot, provide additional secure ballot drop-off boxes located throughout the county and to establish regional Voting Assistance Centers, replacing multiple precinct locations. Voting Assistance Centers will allow voters to cast a ballot in-person at any vote center in their county. The Fresno County Board of Supervisors voted to transition to the VCA election model in March 2020, rather than continuing with the current precinct model. In coordination with the VCA election model, FCRTA will be providing free fares for passengers going to voting centers.

**Action:** Staff recommends Board approval Resolution No 2019-11 approving the Voter's Choice Act and free FCRTA fares for passengers going to voting centers.

**F. General Manager Employment Agreement [APPROVE]**

**Summary:** Before the Board is a second amended and restated employment agreement with the FCRTA General Manager, Moses Stites, effective for the three year period beginning October 1, 2019, with the following substantive changes: a 10% salary increase in year one, a 5% salary increase in year two, a 5% increase in year three, and an increase in the monthly car allowance beginning in year one. This second amended and restated employment agreement was prepared at the direction of Board from the June Board meeting. Both the Board labor negotiators (consisting of Directors Beck, Robertson, and Yep) and the General Manager have reviewed the agreement and are in concurrence with the amended terms of the General Manager's employment. Legal counsel has approved the agreement as to form (ATTACHMENT).

**Action:** Authorize the Chairman of the Board to execute the second amended and restated employment agreement between the FCRTA and the General Manager effective for the three year period beginning October 1, 2019.

**5. OTHER BUSINESS**

**A. Items from staff.**

1. Proterra Electric Bus Deployment.
2. FCRTA Attending the CTC Transportation Policy Forum.
3. Commemorating FCRTA's 40<sup>th</sup> Anniversary.

**B. Items from members.**

**6. ADJOURNMENT**

# FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

## Executive Minutes

Thursday, June 27 at 5:30 P.M after COG Policy Board Meeting  
 COG Sequoia Conference Room  
 2035 Tulare St., Suite 201, Fresno, CA

### Members Attending:

Mayor Ron Lander, City of Coalinga  
 Mayor Marcia Sablan, City of Firebaugh  
 Mayor David Cardenas, City of Fowler  
 Supervisor Sal Quintero, Fresno County  
 Mayor Rey Leon, City of Huron  
 Mayor Pro Tem Gary Yep, City of Kerman  
 Mayor Michelle Roman, City of Kingsburg  
 Mayor Robert Silva, City of Mendota  
 Mayor Victor Lopez, City of Orange Cove  
 Mayor Pro Tem Trinidad Pimentel, City of Parlier  
 Council Member Robert Beck, City of Reedley  
 Mayor Frank Gonzalez, City of Sanger  
 Mayor Julia Hernandez, City of San Joaquin  
 Mayor Scott Robertson, City of Selma

Moses Stites, General Manager  
 Janelle Del Campo, Senior Transit Planner FCRTA  
 Bryan Rome, County Counsel  
 Jeaneen Cervantes, FCOG

### Absent:

#### 1. **ROLL CALL** – Meeting called to order at 6:41 p.m.

Public Presentations - This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.

NOTE: The public may also comment on any Agenda item, as they are presented, prior to action by the FCRTA Board.

#### II. **CLOSED SESSION**

##### A. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code, Section 54957 (b) (1) – Title: General Manager**

##### B. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code, Section 54957.6) – Agency designated representatives Beck, Robertson and Yep**

#### III. **RETURN TO OPEN SESSION**

#### **IV. CONSENT ITEMS**

- A. Approve Executive Minutes of May 30 , 2019 [APPROVE]
- B. Fresno County Transportation Authority (FCTA) Measure C Allocation FY 2019-20 [APPROVE]
- C. FCRTA Transportation Development Act (TDA) Claim [APPROVE]
- D. FCRTA/FEOC CTSA Rural Transportation Development Act Claim [APPROVE]
- E. Reedley Transit Transition [APPROVE]
- F. Amendment I to the MV Transportation Contracted Services Agreement [APPROVE]  
PULL THIS ITEM FOR STAFF UPDATE (UPDATED AMENDMENT)
- G. Federal Transit Administration (FTA) Grants for Buses and Bus Facilities Program [APPROVE]

A motion was made by Mayor Silva (Mendota) and second by Mayor Roman (Kingsburg). A vote was called and motion carried for Items A-G excluding F.

- F. Amendment I to the MV Transportation Contracted Services Agreement:  
Moses informed about three changes on the MV Agreement – Reedley Transition and two express routes.

On the first page of Agreement which reads Public Transportation Inc. the words Public and Inc were left out and we need to insert these two words.

On last page rather than reading MV Transportation it should read Contractor.

A motion was made by Mayor Leon (Huron) and second by Mayor Pro Tem Yep (Kerman). A vote was called and motion carried.

#### **V. ACTION ITEMS**

##### **A. Short Range Transit Plan for Rural Fresno County 2020-2024 [APPROVE]**

Janelle informed the board that the Short Range Transit Plan for Rural Fresno County (SRTP) 2020-2024 area has been developed by the Fresno Council of Governments (Fresno COG), and updated by FCRTA. The SRTP for the rural Fresno County area provides a five (5) year action-oriented program to implement the Public Transportation Element of the Regional Transportation Plan (2018) and the document is updated every 2 years.

The SRTP includes a description of our existing transit services both demand response and fixed route services serving the 13 incorporated and 29 unincorporated communities in rural Fresno County. For the intra-city routes the disabled and seniors fares are free for these demand response services which we subsidize with the local Measure C funding.

The SRTP is also consistent with the recently adopted Fresno County Regional Long-Range Transit Plan (LRTP) 2019-2050. Which includes our LRTP project list including our aggressive transition to an electric fleet as well as our new maintenance and operations facility in the City of Selma, and deploying our electric buses on existing inter-city routes (KRC and Southeast) and 2 new inter-city express routes (Orange Cove and Coalinga) which will take place this fiscal year.

A motion was made by Councilmember Beck (Reedley) and second by Mayor Lopez (Orange Cove). A vote was called and motion carried.

##### **B. FCRTA 2019-2020 Annual Budget [APPROVE]**

Moses informed the board you have before you the 2019-2020 Annual Budget and he was pleased to announce it's a balanced budget and it incorporates all the transit systems within each of the incorporated cities and inter-city routes.

In your incorporated cities we have one to four demand response vehicles and we have six (6) inter-city routes that are fixed routes coming into Fresno. We have three (3) college routes that are dedicated primarily to Reedley College and West Hills College.

Last part of annual we have quite a few major projects we are not only a transit agency but we also do a lot of infrastructure especially in the city yards which include CNG unites, automated gates, security lighting and camera systems.

We have approximately \$11 million just in infrastructure projects this year which includes an \$8 million facility in the City of Selma.

A motion was made by Mayor Roman (Kingsburg) and second by Mayor Leon (Huron). A vote was called and motion carried.

#### VI. **OTHER BUSINESS**

##### **A. Items from Staff**

1. FCRTA continues to commemorate FCRTA's 40<sup>th</sup> anniversary.

##### **B. Items from members.**

Mayor Lopez (Orange Cove) invited board to an event taking place on July 3 in celebration of July 4<sup>th</sup> where they will honor four (4) veterans for serving our country.

Councilmember Pimental (Parlier) let the board know that Mayor Beltran (Parlier) has done an excellent job in Parlier. Also invited the board for a Grand Opening to the City Splash Park in which he will announce the date at a later time.

Mayor Silva (Mendota) Mendota will be having a 4<sup>th</sup> of July celebration on Saturday, June 29<sup>th</sup> in which everyone is invited.

#### **5. ADJOURNMENT**

Meeting Adjourned at 7:29 p.m

A motion was made by Mayor Leon (Huron) and second by Councilmember Pimentel (Parlier). A vote was called and motion carried.

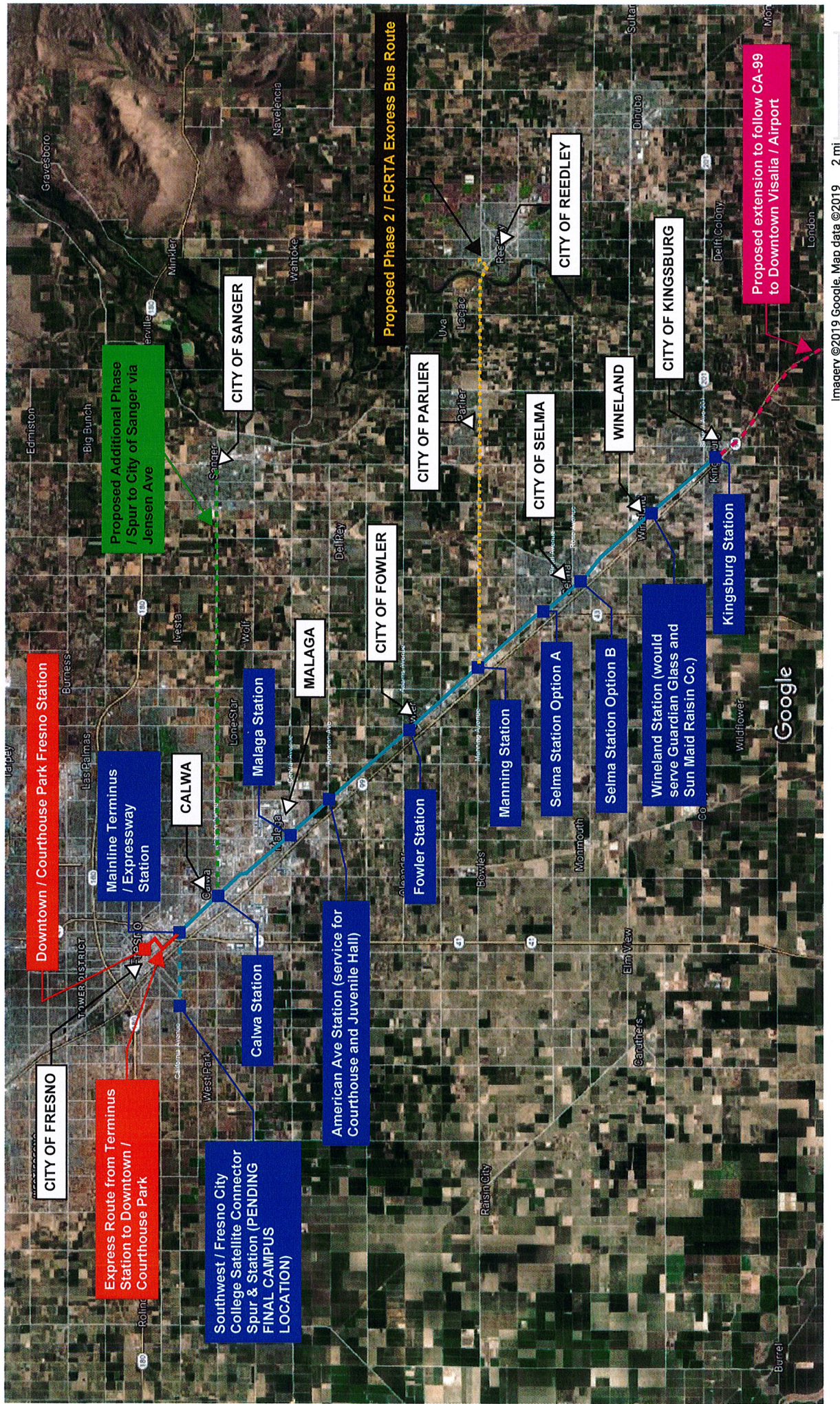
Respectfully submitted,

A handwritten signature in blue ink that reads "Moses Stites".

Moses Stites, General Manager



# Initial 21 Mile alignment from Courthouse Park, Downtown Fresno to Kingsburg, CA



Initial Phase 1 Alignment

\*\*\*Maintenance Facility to be located along route at a later time pending successful study results and other factors such as ease of permitting, land use plans, community interest, etc.







BEFORE THE  
FRESNO COUNTY RURAL TRANSIT AGENCY  
RESOLUTION NO. 2019-11

In the matter of: RESOLUTION FINDING THE APPROVAL OF THE VOTER'S CHOICE ACT

**WHEREAS**, on March 12, 2019, the Fresno County Board of Supervisors voted to transition to the Voter's Choice Act (VCA) election model in March 2020, rather than continuing with the current precinct model; and

**WHEREAS**, the VCA model increases voter's opportunity to receive service by increasing the days and opportunities for voters to vote, and reduces the total number of staff that must be recruited and trained for elections, resulting in well-trained, experienced staff; and

**WHEREAS**, the County held five community outreach meetings regarding the transition, and the majority of attendees favored the VCA model over the current precinct model; and

**WHEREAS**, the VCA requires participating counties to file and follow an education and outreach plan to prepare their citizenry for the voting method change; and

**WHEREAS**, the FCRTA supports the County's change to the VCA model and wishes to participate in the citizen outreach.

**NOW, THEREFORE, BE IT RESOLVED** by the Fresno County Rural Transit Agency Board of Directors as follows:

1. The FCRTA supports Fresno County's transition to the VCA.
2. As allowed within federal and state grant requirements, FCRTA staff will work with the County Clerk to provide free or reduced price rides on FCRTA routes on days ballots are being accepted during the voting period.

**THE FOREGOING RESOLUTION** was passed and adopted by the Fresno County Rural Transit Agency this 25th day of July, 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed: \_\_\_\_\_  
David Cardenas, Chairman

I hereby certify that the foregoing is a true copy of a resolution of the Fresno County Rural Transit Agency duly adopted at a meeting thereof held on the 25th day of July, 2019.

Signed: \_\_\_\_\_  
Moses Stites, General Manager



1       **SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

2                               **GENERAL MANAGER**  
3                               **FRESNO COUNTY RURAL TRANSIT AGENCY**  
4

5               THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT is made  
6 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, hereinafter  
7 referred to as "FCRTA", and MOSES STITES, hereinafter referred to as "GENERAL  
8 MANAGER". FCRTA and GENERAL MANAGER may also be referred to individually  
9 as a "party" and collectively as "parties".

10                               **RECITALS**

11               WHEREAS, the Fresno County Rural transit Agency is a joint powers agency  
12 formed pursuant to California Government Code sections 6500, et seq.; and

13               WHEREAS, the FCRTA's Joint Powers Agreement and Bylaws authorize  
14 FCRTA to employ a General Manager, to fix the compensation of its employees and to  
15 prescribe their powers, authority, responsibilities and duties; and

16               WHEREAS, FCRTA is governed by its Board of Directors (the "Board"); and

17               WHEREAS, FCRTA desires to retain the services of an experienced person to  
18 perform managerial and technical functions on behalf of FCRTA in the administration of  
19 its programs and services; and

20               WHEREAS, FCRTA and GENERAL MANAGER entered into the Employment  
21 Agreement, effective October 1, 2014, pursuant to which GENERAL MANAGER would  
22 serve as the General Manager of FCRTA; and

23               WHEREAS, FCRTA and GENERAL MANAGER mutually agreed to amend the  
24 Employment Agreement, effective October 1, 2015, to increase compensation paid to  
25 GENERAL MANAGER; and

26               WHEREAS, FCRTA and GENERAL MANAGER mutually agreed to amend the  
27 Employment Agreement, effective October 1, 2015, to provide additional accidental  
28 death and dismemberment insurance coverage effective October 1, 2015; and

29               WHEREAS, FCRTA and GENERAL MANAGER mutually agreed to amend the  
30 Employment Agreement, effective October 1, 2016, to increase compensation paid to  
31 GENERAL MANAGER; and

AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)



1 WHEREAS, FCRTA and GENERAL MANAGER mutually agreed mutually  
2 agreed to amend the Employment Agreement, effective October 1, 2017, to increase  
3 compensation paid to GENERAL MANAGER; and

4 WHEREAS, FCRTA and GENERAL MANAGER mutually agreed mutually  
5 agreed to amend the Employment Agreement, effective October 1, 2018, to increase  
6 compensation paid to GENERAL MANAGER; and

7 WHEREAS, on June 27, 2019, the Board conducted its annual evaluation of the  
8 performance of GENERAL MANAGER, as required by Section 13 of the Employment  
9 Agreement, and, based on the results of that evaluation, determines that an amendment of  
10 the Employment Agreement is in order to increase compensation paid to GENERAL  
11 MANAGER commencing on October 1, 2019; and

12 WHEREAS, in consideration of the promises, covenants and conditions contained  
13 herein, the parties hereby amend and restate the Employment Agreement effective  
14 October 1, 2019, so that it provides in its entirety as follows:

15

16 **SECTION 1. TERM**

17 The term of employment of the GENERAL MANAGER under this Agreement  
18 shall commence on October 1, 2014, and shall continue until terminated by one of the  
19 parties, as set forth in Sections 3, 4, or 5 herein.

20

21 **SECTION 2. AT WILL EMPLOYMENT**

22 The GENERAL MANAGER is an "at will" employee who serves at the pleasure  
23 of the Board. GENERAL MANAGER has no vested right in continuation of his  
24 employment with FCRTA or in the continuation of compensation of any kind defined in  
25 Section 9 of this Agreement. The Board may terminate the GENERAL MANAGER for  
26 any reason at any time, with or without cause, and the GENERAL MANAGER may  
27 resign at any time for any reason.

28 ///

29 ///

30 ///

1           **SECTION 3. RESIGNATION; TERMINATION BY GENERAL**  
2 **MANAGER**

3           In the event that the GENERAL MANAGER desires to resign, he shall provide  
4 not less than 30 days prior written notice delivered to the Chair of the Board of FCRTA.  
5

6           **SECTION 4. TERMINATION OF AGREEMENT FOR CAUSE BY**  
7 **BOARD**

8           As noted in Section 2 of this Agreement, the Board may terminate this Agreement  
9 for cause. Such termination for cause includes, but is not limited to, (1) the death of  
10 GENERAL MANAGER, or (2) a breach of this Agreement by GENERAL MANAGER.  
11 The determination of whether the GENERAL MANAGER has breached this Agreement  
12 shall be made by the Board. Termination for cause shall be effective immediately upon  
13 either the death of GENERAL MANAGER or action by the Board to terminate this  
14 Agreement for cause.

15           If this Agreement is terminated for cause by FCRTA, GENERAL MANAGER  
16 shall receive compensation provided for by Section 9 of this Agreement through the day  
17 of termination. GENERAL MANAGER shall not be entitled to severance pay pursuant  
18 to Section 6 of this Agreement if he is terminated for cause.  
19

20           **SECTION 5. TERMINATION OF AGREEMENT WITHOUT CAUSE BY**  
21 **THE BOARD**

22           The Board may terminate this Agreement without cause. Such termination shall  
23 be effected by providing GENERAL MANAGER with 30 days prior written notice. In  
24 such event, GENERAL MANGER, shall continue to render his services to the effective  
25 date of termination and be paid his regular compensation through the date of termination.  
26

27           **SECTION 6. SEVERANCE PAY IF GENERAL MANAGER**  
28 **TERMINATED WITHOUT CAUSE**

29           In the event that the Board terminates the GENERAL MANAGER without cause,  
30 FCRTA shall pay the GENERAL MANAGER the equivalent of ten (10) weeks base

1 salary as severance pay. GENERAL MANAGER acknowledges and agrees that said  
2 compensation represents a fair and reasonable compensation to GENERAL MANAGER  
3 in the event his employment is terminated by FCRTA during the term of this Agreement.  
4

#### 5 **SECTION 7. DUTIES**

6 The GENERAL MANAGER shall, to the best of his ability, take full managerial  
7 responsibility for the performance of all the duties required by FCRTA in connection  
8 with the administration of FCRTA's programs and services. The GENERAL  
9 MANAGER shall perform his duties in conformance to the direction and orders of  
10 FCRTA's Board and pursuant to the ordinances, resolutions and adopted policies of  
11 FCRTA.  
12

#### 13 **SECTION 8. AUTHORITY OF GENERAL MANAGER**

14 FCRTA shall provide the GENERAL MANAGER with full authority to  
15 administer FCRTA programs and services, including decisions related to selection and  
16 termination of employees, subject to conditions and restrictions imposed by federal and  
17 state law or agreements between FCRTA and agencies providing funding to the agency.  
18 The GENERAL MANGER shall also be responsible for negotiating salary and fringe  
19 benefit issues with the employees, subject to guidance from and approval by the FCRTA  
20 Board.  
21

#### 22 **SECTION 9. COMPENSATION OF GENERAL MANAGER**

23 For the period October 1, 2014 through September 30, 2015, FCRTA shall  
24 provide and GENERAL MANAGER shall accept the salary and benefits set forth in  
25 Exhibit "A", attached hereto and incorporated herein by reference, as full compensation  
26 for the services rendered to FCRTA pursuant to this Agreement.

27 Commencing on October 1, 2015, FCRTA shall provide and GENERAL  
28 MANAGER shall accept the salary and benefits set forth in Exhibit "A-1", attached  
29 hereto and incorporated herein by reference, as full compensation for the services  
30 rendered to FCRTA pursuant to this Agreement.



1 Commencing on October 1, 2016, FCRTA shall provide and GENERAL  
2 MANAGER shall accept the salary and benefits set forth in Exhibit "A-2", attached  
3 hereto and incorporated herein by reference, as full compensation for the services  
4 rendered to FCRTA pursuant to this Agreement.

5 Commencing on October 1, 2017, FCRTA shall provide and GENERAL  
6 MANAGER shall accept the salary and benefits set forth in Exhibit "A-3", attached  
7 hereto and incorporated herein by reference, as full compensation for the services  
8 rendered to FCRTA pursuant to this Agreement.

9 Commencing on October 1, 2018, FCRTA shall provide and GENERAL  
10 MANAGER shall accept the salary and benefits set forth in Exhibit "A-4", attached  
11 hereto and incorporated herein by reference, as full compensation for the services  
12 rendered to FCRTA pursuant to this Agreement.

13 Commencing on October 1, 2019, FCRTA shall provide and GENERAL  
14 MANAGER shall accept the salary and benefits set forth in Exhibit "A-5", attached  
15 hereto and incorporated herein by reference, as full compensation for the services  
16 rendered to FCRTA pursuant to this Agreement.

17  
18 **SECTION 10. PROVISION OF OFFICE SPACE AND SUPPLIES**

19 FCRTA shall provide GENERAL MANAGER with office space and furniture,  
20 telephone, data processing, secretarial support and other items and equipment necessary  
21 to enable him to perform the services provided herein.

22  
23 **SECTION 11. OWNERSHIP OF MATERIALS**

24 All files, notes, documents, data, specifications, correspondence, memoranda,  
25 drawings, reports and other material prepared by or furnished to GENERAL MANAGER  
26 in connection with the work hereunder shall be and remain property of FCRTA.

27 ///

28 ///

29 ///

30 ///

1           **SECTION 12. INDEMNIFICATION**

2           FCRTA shall defend and indemnify GENERAL MANAGER for acts or  
3 omissions within the scope of his employment hereunder, in accordance with the  
4 California Government Claims Act.

5  
6           **SECTION 13. PERFORMANCE EVALUATION**

7           The Board shall evaluate the performance of the GENERAL MANAGER  
8 annually. GENERAL MANAGER shall confer with the Chairman of the Board  
9 regarding the scheduling of the meeting in which the Board will evaluate the GENERAL  
10 MANAGER.

11

12           **SECTION 14. AMENDMENTS**

13           This Agreement may be amended at any time only by the written agreement of the  
14 Board and the GENERAL MANAGER.

15

16           **SECTION 15. ASSIGNMENT**

17           This is a personal services agreement. Neither the GENERAL MANAGER nor  
18 the Board may assign or transfer any rights and obligation under this Agreement.

19

20           **SECTION 16. SEVERABILITY**

21           The invalidity, in whole or in part, of any provision of this Agreement shall not void  
22 or affect the validity of any other provision, to the extent it may be carried out consistent  
23 with the intent of this Agreement, which is to secure and fairly compensate effective  
24 administration of FCERA.

25

26           **SECTION 17. NOTICES**

27           All notices or other communications to either party required or permitted  
28 hereunder shall be in writing and delivered either personally or by deposit in the United  
29 States mail, first class postage prepaid, addressed to:

30

1                    FCRTA

2                    Chairman of the Board of Directors  
3                    Fresno County Rural Transit Agency  
4                    2035 Tulare Street, Suite 201  
5                    Fresno, CA 93721

6  
7                    GENERAL MANAGER

8                    Moses Stites  
9                    Fresno County Rural Transit Agency  
10                   2035 Tulare Street, Suite 201  
11                   Fresno, CA 93721

12                   **SECTION 18. INTEGRATED AGREEMENT**

13                   This Agreement contains the entire agreement of the parties relating to their  
14                   respective rights and obligations and supersedes prior negotiations, statements,  
15                   instructions, representations or agreements, whether written or oral.

16                   IN WITNESS WHEREOF, FCRTA and GENERAL MANAGER have approved and  
17                   enter into this Agreement as set forth below.

18  
19                   DATE: \_\_\_\_\_ FRESNO COUNTY RURAL TRANSIT AGENCY  
20                   By \_\_\_\_\_  
21                   David Cardenas, Chairman-Mayor of Fowler

22  
23                   DATE: 7/19/2019 GENERAL MANAGER  
24                   By Moses Stites  
25                   Moses Stites

26                   APPROVED AS TO LEGAL FORM ON BEHALF OF FRESNO COUNTY RURAL  
27                   TRANSIT AGENCY

28                   DANIEL C. CEDERBORG, COUNTY COUNSEL

29                   [Signature]  
30                   BRYAN D. ROME, DEPUTY COUNTY COUNSEL

AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)



**EXHIBIT A TO AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

The GENERAL MANAGER shall be entitled to receive the following wages, fringe benefits, commencing on the effective date of this Agreement, except as otherwise as provided:

- a. Commencing October 01, 2014, FCRTA shall pay GENERAL MANAGER an annual salary of \$116,188.80.
- b. Employer paid contributions to the International City Management Association Retirement Corporation Section 401(a) plan equal to fifteen (15%) of compensation. GENERAL MANAGER is not required to but may contribute up to the Federal maximum to a section 457 deferred compensation plan through the Fresno Council of Governments ("FCOG") at his discretion.
- c. Long and short-term disability coverage and long-term care as provided to FCOG employees.
- d. Health insurance coverage as provided to FCOG employees.
- e. Long-term disability coverage as provided to FCOG employees.
- f. Optical and dental and worker's compensation benefits as provided to FCOG employees.
- g. Administrative leave equal to seven (7) days per year (October 1 – September 30), available for use immediately. Administrative leave not used in contract year will not be carried forward to the next contract year.
- h. Vacation leave equal to four (4) weeks per year (October 1 – September 30) at the rate of 6.1539 hours per biweekly pay period up to a maximum accrual of 320 hours. Unused accrued vacation leave existing on the date that this agreement is signed and executed shall be paid off in a lump sum payment at the rate of pay applicable to GENERAL MANAGER's previous position of Operations Manager for FCRTA as of September 30, 2014.

- 1 i. Sick leave equal to 12 days per year (October 1 – September 30) at a rate  
2 of 3.6924 hours per biweekly pay period up to a maximum accrual of 960  
3 hours. Unused accrued sick leave existing on September 30, 2014 shall  
4 remain available for use by GENERAL MANAGER on and after October  
5 1, 2014.
- 6 j. Paid holidays as provided to FCOG employees.
- 7 k. A surety bond for coverage of any claims related to liability or errors and  
8 omissions related to the conduct of FCRTA business if same is provided  
9 for other FCRTA officers or employees, or both.
- 10 l. A vehicle allowance equal to Five Hundred Dollars (\$500.00) per month.  
11 Due to the payment of said vehicle allowance to GENERAL MANAGER,  
12 no mileage reimbursement for business-related travel within the County of  
13 Fresno with the use of his personal vehicle during the term of this  
14 Agreement shall be paid to the GENERAL MANAGER, notwithstanding  
15 that such reimbursement is normally provided to FCOG employees.
- 16 m. Mileage reimbursement for business-related out-of-county travel with the  
17 use of his personal vehicle, and an employer-paid parking permit, each as  
18 provided to FCOG employees.
- 19 n. Payment of all usual and normal expenses incurred in connection with his  
20 employment hereunder, including business, travel, food and lodging and  
21 other such expenses in accordance with FCOG practices, except as  
22 specifically excluded. FCOG shall provide the GENERAL MANAGER  
23 with a credit card to be used for business-related expenses. Expenses not  
24 charged to the credit card shall be reimbursed by COFCG on the sixteenth  
25 calendar day of each month following submittal of appropriate receipts.
- 26 o. Administration and interpretation of these fringe benefit provisions shall  
27 be in accordance with the administrative policies, procedures, and  
28 practices of FCOG related to such benefits.

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**EXHIBIT A-1 TO AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

1. The GENERAL MANAGER shall be entitled to receive the following wages and benefits, commencing on October 1, 2015:

- a. An annual salary of \$127,807.68, paid on biweekly basis (26 pay periods per year). As used in this Employment Agreement, a “year” is defined as commencing on October 1<sup>st</sup> and continuing through the following September 30<sup>th</sup>.
- b. FCRTA paid contributions to a Qualified 401(a) Plan administered by International City Management Association Retirement Corporation equal to fifteen (15%) of annual salary set forth in paragraph “a.” above. GENERAL MANAGER’s participation in the Qualified 401(a) Plan shall be in accordance with the provisions of Section 4016 the Fresno Council of Governments (“FCOG”) Employee Manual, dated December 2011 (hereafter, “FCOG Employee Manual”).
- c. GENERAL MANAGER is not required to but may contribute up to the maximum allowed by applicable law to a 457 Deferred Compensation Plan administered by the administered by International City Management Association Retirement Corporation. GENERAL MANAGER’s participation in the 457 Deferred Compensation Plan shall be in accordance with the provisions of Section 4016 the FCOG Employee Manual.
- d. Disability insurance coverage in accordance with the provisions of Section 4010 of the FCOG Employee Manual.
- e. Health insurance coverage in accordance with the provisions of Section 4011 of the FCOG Employee Manual..
- f. Life insurance coverage in accordance with the provisions of Section 4008 of the FCOG Employee Manual.
- g. Accidental death and dismemberment insurance coverage while traveling on business for FCRTA, in accordance with the provisions of Policy GTP

0009119731, issued by National Union Fire Insurance Company of Pittsburgh, PA. to the FCOG.

- h. Dental and Optical insurance coverage in accordance with the provisions of Section 4012 of the FCOG Employee Manual.
- i. Worker's compensation insurance coverage in accordance with the provisions of Section 4007 of the FCOG Employee Manual.
- j. Administrative leave equal to seven (7) days per year. Administrative leave is non-accruable.
- k. Vacation leave equivalent to 160 hours per year, to be earned and accrued at a rate of 6.1539 hours per biweekly pay period.
- l. Unused accrued vacation leave existing on September 30, 2015, shall be paid to GENERAL MANAGER in a lump sum payment. Said payment shall be calculated based on the existing value of the Vacation hours accrued, as measured by rate of pay in effect on September 30, 2015.
- m. Sick leave equivalent to 12 days per year, to be earned and accrued at a rate of 3.6924 hours per biweekly pay period to a maximum total accrual of 960 hours. The use of sick leave shall be in accordance with the provisions of Section 4002 of the FCOG Employee Manual.
- n. Paid holidays as defined by Section 4005 of the FCOG Employee Manual.
- o. A surety bond in the amount of \$5,000,000 for coverage of any claims related to liability or errors and omissions related to the conduct of FCRTA business.
- p. A vehicle allowance equal to Five Hundred Dollars (\$500.00) per month. Due to the payment of said vehicle allowance to GENERAL MANAGER, no mileage reimbursement for business-related travel within Fresno County with the use of his personal vehicle during the term of this Agreement shall be paid to the GENERAL MANAGER.
- q. Mileage reimbursement for business-related out-of-county travel with the use of his personal vehicle, in accordance with the provisions of Section 5002 of the FCOG Employee Manual.



- 1           r. A parking permit to be paid by FCRTA, in accordance with the provisions  
2           of Section 4006 of the FCOG Employee Manual.
- 3           s. Payment of all usual and normal expenses incurred in connection with his  
4           employment hereunder, including business, travel, food and lodging and  
5           other such expenses in accordance with, in accordance with the provisions  
6           of Sections 5001 and 5003 of the FCOG Employee Manual.
- 7           t. A credit card to be used for business-related expenses, provided through  
8           an account with a limit of \$3,000.00, established by FCOG, and to be used  
9           in accordance with the in the provisions of Section 5004 of the FCOG  
10          Employee Manual. Expenses not charged to the credit card shall be  
11          reimbursed on the sixteenth calendar day of each month following  
12          submittal of appropriate receipts by the GENERAL MANAGER.
- 13          u. Administration and interpretation of these fringe benefit provisions shall  
14          be in accordance with the administrative policies, procedures, and  
15          practices of FCOG related to such benefits.
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**EXHIBIT A-2 TO AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

1. The GENERAL MANAGER shall be entitled to receive the following wages and benefits, commencing on October 1, 2016:
  - a. An annual salary of \$134,198.07, paid on biweekly basis (26 pay periods per year). As used in this Employment Agreement, a “year” is defined as commencing on October 1<sup>st</sup> and continuing through the following September 30<sup>th</sup>.
  - b. FCRTA paid contributions to a Qualified 401(a) Plan administered by International City Management Association Retirement Corporation equal to fifteen (15%) of annual salary set forth in paragraph “a.” above. GENERAL MANAGER’s participation in the Qualified 401(a) Plan shall be in accordance with the provisions of Section 4016 the Fresno Council of Governments (“FCOG”) Employee Manual, dated December 2011 (hereafter, “FCOG Employee Manual”).
  - c. GENERAL MANAGER is not required to but may contribute up to the maximum allowed by applicable law to a 457 Deferred Compensation Plan administered by the administered by International City Management Association Retirement Corporation. GENERAL MANAGER’s participation in the 457 Deferred Compensation Plan shall be in accordance with the provisions of Section 4016 the FCOG Employee Manual.
  - d. Disability insurance coverage in accordance with the provisions of Section 4010 of the FCOG Employee Manual.
  - e. Health insurance coverage in accordance with the provisions of Section 4011 of the FCOG Employee Manual.
  - f. Life insurance coverage in accordance with the provisions of Section 4008 of the FCOG Employee Manual.
  - g. Accidental death and dismemberment insurance coverage while traveling on business for FCRTA, in accordance with the provisions of Policy GTP

0009119731, issued by National Union Fire Insurance Company of Pittsburgh, PA. to the FCOG.

- h. Dental and Optical insurance coverage in accordance with the provisions of Section 4012 of the FCOG Employee Manual.
- i. Worker's compensation insurance coverage in accordance with the provisions of Section 4007 of the FCOG Employee Manual.
- j. Administrative leave equal to seven (7) days per year. Administrative leave is non-accruable.
- k. Vacation leave equivalent to 160 hours per year, to be earned and accrued at a rate of 6.1539 hours per biweekly pay period.
- l. Unused accrued vacation leave existing on September 30, 2016, shall be paid to GENERAL MANAGER in a lump sum payment. Said payment shall be calculated based on the existing value of the Vacation hours accrued, as measured by rate of pay in effect on September 30, 2016.
- m. Sick leave equivalent to 12 days per year, to be earned and accrued at a rate of 3.6924 hours per biweekly pay period to a maximum total accrual of 960 hours. The use of sick leave shall be in accordance with the provisions of Section 4002 of the FCOG Employee Manual.
- n. Paid holidays as defined by Section 4005 of the FCOG Employee Manual.
- o. A surety bond in the amount of \$5,000,000 for coverage of any claims related to liability or errors and omissions related to the conduct of FCRTA business.
- p. A vehicle allowance equal to Five Hundred Dollars (\$500.00) per month. Due to the payment of said vehicle allowance to GENERAL MANAGER, no mileage reimbursement for business-related travel within Fresno County with the use of his personal vehicle during the term of this Agreement shall be paid to the GENERAL MANAGER.
- q. Mileage reimbursement for business-related out-of-county travel with the use of his personal vehicle, in accordance with the provisions of Section 5002 of the FCOG Employee Manual.

- 1           r. A parking permit to be paid by FCRTA, in accordance with the provisions  
2           of Section 4006 of the FCOG Employee Manual.
- 3           s. Payment of all usual and normal expenses incurred in connection with his  
4           employment hereunder, including business, travel, food and lodging and  
5           other such expenses in accordance with, in accordance with the provisions  
6           of Sections 5001 and 5003 of the FCOG Employee Manual.
- 7           t. A credit card to be used for business-related expenses, provided through  
8           an account with a limit of \$3,000.00, established by FCOG, and to be used  
9           in accordance with the in the provisions of Section 5004 of the FCOG  
10          Employee Manual. Expenses not charged to the credit card shall be  
11          reimbursed on the sixteenth calendar day of each month following  
12          submittal of appropriate receipts by the GENERAL MANAGER.
- 13          u. Administration and interpretation of these fringe benefit provisions shall  
14          be in accordance with the administrative policies, procedures, and  
15          practices of FCOG related to such benefits.
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1                                   **EXHIBIT A-3 TO AMENDED AND RESTATED**

2                                   **EMPLOYMENT AGREEMENT**

3           1. Subject to the provisions of Section 9 of this Amended and Restated Employment  
4           Agreement, the GENERAL MANAGER shall be entitled to receive the following  
5           wages and benefits, commencing on October 1, 2017:

6                 a. An annual salary of \$136,882.03, paid on biweekly basis (26 pay periods  
7                 per year). As used in this Employment Agreement, a “year” is defined as  
8                 commencing on October 1<sup>st</sup> and continuing through the following  
9                 September 30<sup>th</sup>.

10                b. FCRTA paid contributions to a Qualified 401(a) Plan administered by  
11                International City Management Association Retirement Corporation equal  
12                to fifteen (15%) of annual salary set forth in paragraph “a.” above.  
13                GENERAL MANAGER’s participation in the Qualified 401(a) Plan shall  
14                be in accordance with the provisions of Section 4016 the Fresno Council  
15                of Governments (“FCOG”) Employee Manual, dated December 2011  
16                (hereafter, “FCOG Employee Manual”).

17                c. GENERAL MANAGER is not required to but may contribute up to the  
18                maximum allowed by applicable law to a 457 Deferred Compensation  
19                Plan administered by the administered by International City Management  
20                Association Retirement Corporation. GENERAL MANAGER’s  
21                participation in the 457 Deferred Compensation Plan shall be in  
22                accordance with the provisions of Section 4016 the FCOG Employee  
23                Manual.

24                d. Disability insurance coverage in accordance with the provisions of Section  
25                4010 of the FCOG Employee Manual.

26                e. Health insurance coverage in accordance with the provisions of Section  
27                4011 of the FCOG Employee Manual.

28                f. Life insurance coverage in accordance with the provisions of Section 4008  
29                of the FCOG Employee Manual.



- 1 g. Accidental death and dismemberment insurance coverage while traveling
- 2 on business for FCRTA, in accordance with the provisions of Policy GTP
- 3 0009119731, issued by National Union Fire Insurance Company of
- 4 Pittsburgh, PA. to the FCOG.
- 5 h. Dental and Optical insurance coverage in accordance with the provisions
- 6 of Section 4012 of the FCOG Employee Manual.
- 7 i. Worker's compensation insurance coverage in accordance with the
- 8 provisions of Section 4007 of the FCOG Employee Manual.
- 9 j. Administrative leave equal to seven (7) days per year. Administrative
- 10 leave is non-accruable.
- 11 k. Vacation leave equivalent to 160 hours per year, to be earned and accrued
- 12 at a rate of 6.1539 hours per biweekly pay period.
- 13 l. Unused accrued vacation leave existing on September 30, 2017, shall be
- 14 paid to GENERAL MANAGER in a lump sum payment. Said payment
- 15 shall be calculated based on the existing value of the Vacation hours
- 16 accrued, as measured by rate of pay in effect on September 30, 2017.
- 17 m. Sick leave equivalent to 12 days per year, to be earned and accrued at a
- 18 rate of 3.6924 hours per biweekly pay period to a maximum total accrual
- 19 of 960 hours. The use of sick leave shall be in accordance with the
- 20 provisions of Section 4002 of the FCOG Employee Manual.
- 21 n. Paid holidays as defined by Section 4005 of the FCOG Employee Manual.
- 22 o. A surety bond in the amount of \$5,000,000 for coverage of any claims
- 23 related to liability or errors and omissions related to the conduct of
- 24 FCRTA business.
- 25 p. A vehicle allowance equal to Five Hundred Dollars (\$500.00) per month.
- 26 Due to the payment of said vehicle allowance to GENERAL MANAGER,
- 27 no mileage reimbursement for business-related travel within Fresno
- 28 County with the use of his personal vehicle during the term of this
- 29 Agreement shall be paid to the GENERAL MANAGER.

- 1 q. Mileage reimbursement for business-related out-of-county travel with the  
2 use of his personal vehicle, in accordance with the provisions of Section  
3 5002 of the FCOG Employee Manual.
- 4 r. A parking permit to be paid by FCRTA, in accordance with the provisions  
5 of Section 4006 of the FCOG Employee Manual.
- 6 s. Payment of all usual and normal expenses incurred in connection with his  
7 employment hereunder, including business, travel, food and lodging and  
8 other such expenses in accordance with, in accordance with the provisions  
9 of Sections 5001 and 5003 of the FCOG Employee Manual.
- 10 t. A credit card to be used for business-related expenses, provided through  
11 an account with a limit of \$3,000.00, established by FCOG, and to be used  
12 in accordance with the in the provisions of Section 5004 of the FCOG  
13 Employee Manual. Expenses not charged to the credit card shall be  
14 reimbursed on the sixteenth calendar day of each month following  
15 submittal of appropriate receipts by the GENERAL MANAGER.
- 16 u. Administration and interpretation of these fringe benefit provisions shall  
17 be in accordance with the administrative policies, procedures, and  
18 practices of FCOG related to such benefits.
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**EXHIBIT A-4 TO AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

1. Subject to the provisions of Section 9 of this Amended and Restated Employment Agreement, the GENERAL MANAGER shall be entitled to receive the following wages and benefits, commencing on October 1, 2018:

- a. An annual salary of \$139,619.67, paid on biweekly basis (26 pay periods per year). As used in this Employment Agreement, a “year” is defined as commencing on October 1<sup>st</sup> and continuing through the following September 30<sup>th</sup>.
- b. FCRTA paid contributions to a Qualified 401(a) Plan administered by International City Management Association Retirement Corporation equal to fifteen (15%) of annual salary set forth in paragraph “a.” above. GENERAL MANAGER’s participation in the Qualified 401(a) Plan shall be in accordance with the provisions of Section 4016 the Fresno Council of Governments (“FCOG”) Employee Manual, dated December 2011 (hereafter, “FCOG Employee Manual”).
- c. GENERAL MANAGER is not required to but may contribute up to the maximum allowed by applicable law to a 457 Deferred Compensation Plan administered by the administered by International City Management Association Retirement Corporation. GENERAL MANAGER’s participation in the 457 Deferred Compensation Plan shall be in accordance with the provisions of Section 4016 the FCOG Employee Manual.
- d. Disability insurance coverage in accordance with the provisions of Section 4010 of the FCOG Employee Manual.
- e. Health insurance coverage in accordance with the provisions of Section 4011 of the FCOG Employee Manual.
- f. Life insurance coverage in accordance with the provisions of Section 4008 of the FCOG Employee Manual.

- 1 g. Accidental death and dismemberment insurance coverage while traveling
- 2 on business for FCRTA, in accordance with the provisions of Policy GTP
- 3 0009119731, issued by National Union Fire Insurance Company of
- 4 Pittsburgh, PA. to the FCOG.
- 5 h. Dental and Optical insurance coverage in accordance with the provisions
- 6 of Section 4012 of the FCOG Employee Manual.
- 7 i. Worker's compensation insurance coverage in accordance with the
- 8 provisions of Section 4007 of the FCOG Employee Manual.
- 9 j. Administrative leave equal to seven (7) days per year. Administrative
- 10 leave is non-accruable.
- 11 k. Vacation leave equivalent to 160 hours per year, to be earned and accrued
- 12 at a rate of 6.1539 hours per biweekly pay period.
- 13 l. Unused accrued vacation leave existing on September 30, 2018, shall be
- 14 paid to GENERAL MANAGER in a lump sum payment. Said payment
- 15 shall be calculated based on the existing value of the Vacation hours
- 16 accrued, as measured by rate of pay in effect on September 30, 2018.
- 17 m. Sick leave equivalent to 12 days per year, to be earned and accrued at a
- 18 rate of 3.6924 hours per biweekly pay period to a maximum total accrual
- 19 of 960 hours. The use of sick leave shall be in accordance with the
- 20 provisions of Section 4002 of the FCOG Employee Manual.
- 21 n. Paid holidays as defined by Section 4005 of the FCOG Employee Manual.
- 22 o. A surety bond in the amount of \$5,000,000 for coverage of any claims
- 23 related to liability or errors and omissions related to the conduct of
- 24 FCRTA business.
- 25 p. A vehicle allowance equal to Five Hundred Dollars (\$500.00) per month.
- 26 Due to the payment of said vehicle allowance to GENERAL MANAGER,
- 27 no mileage reimbursement for business-related travel within Fresno
- 28 County with the use of his personal vehicle during the term of this
- 29 Agreement shall be paid to the GENERAL MANAGER.

- 1 q. Mileage reimbursement for business-related out-of-county travel with the  
2 use of his personal vehicle, in accordance with the provisions of Section  
3 5002 of the FCOG Employee Manual.
- 4 r. A parking permit to be paid by FCRTA, in accordance with the provisions  
5 of Section 4006 of the FCOG Employee Manual.
- 6 s. Payment of all usual and normal expenses incurred in connection with his  
7 employment hereunder, including business, travel, food and lodging and  
8 other such expenses in accordance with, in accordance with the provisions  
9 of Sections 5001 and 5003 of the FCOG Employee Manual.
- 10 t. A credit card to be used for business-related expenses, provided through  
11 an account with a limit of \$3,000.00, established by FCOG, and to be used  
12 in accordance with the in the provisions of Section 5004 of the FCOG  
13 Employee Manual. Expenses not charged to the credit card shall be  
14 reimbursed on the sixteenth calendar day of each month following  
15 submittal of appropriate receipts by the GENERAL MANAGER.
- 16 u. Administration and interpretation of these fringe benefit provisions shall  
17 be in accordance with the administrative policies, procedures, and  
18 practices of FCOG related to such benefits.
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**EXHIBIT A-5 TO AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

1. Subject to the provisions of Section 9 of this Amended and Restated Employment Agreement, the GENERAL MANAGER shall be entitled to receive the following wages and benefits, commencing on October 1, 2019:

- a. An annual salary of \$153,587.20, paid on biweekly basis (26 pay periods per year) for the first year. As used in this Employment Agreement, a “year” is defined as commencing on October 1<sup>st</sup> and continuing through the following September 30<sup>th</sup>. For the second year, the annual salary shall increase to \$161,262.40, paid on biweekly basis (26 pay periods per year). For the third year, the annual salary shall increase to \$169,312.00, paid on biweekly basis (26 pay periods per year).
- b. FCRTA paid contributions to a Qualified 401(a) Plan administered by International City Management Association Retirement Corporation equal to fifteen (15%) of annual salary set forth in paragraph “a.” above. GENERAL MANAGER’s participation in the Qualified 401(a) Plan shall be in accordance with the provisions of Section 4016 the Fresno Council of Governments (“FCOG”) Employee Manual, dated December 2011 (hereafter, “FCOG Employee Manual”).
- c. GENERAL MANAGER is not required to but may contribute up to the maximum allowed by applicable law to a 457 Deferred Compensation Plan administered by the administered by International City Management Association Retirement Corporation. GENERAL MANAGER’s participation in the 457 Deferred Compensation Plan shall be in accordance with the provisions of Section 4016 the FCOG Employee Manual.
- d. Disability insurance coverage in accordance with the provisions of Section 4010 of the FCOG Employee Manual.
- e. Health insurance coverage in accordance with the provisions of Section 4011 of the FCOG Employee Manual.

- 1 f. Life insurance coverage in accordance with the provisions of Section 4008
- 2 of the FCOG Employee Manual.
- 3 g. Accidental death and dismemberment insurance coverage while traveling
- 4 on business for FCRTA, in accordance with the provisions of Policy GTP
- 5 0009119731, issued by National Union Fire Insurance Company of
- 6 Pittsburgh, PA. to the FCOG.
- 7 h. Dental and Optical insurance coverage in accordance with the provisions
- 8 of Section 4012 of the FCOG Employee Manual.
- 9 i. Worker's compensation insurance coverage in accordance with the
- 10 provisions of Section 4007 of the FCOG Employee Manual.
- 11 j. Administrative leave equal to seven (7) days per year. Administrative
- 12 leave is non-accruable.
- 13 k. Vacation leave equivalent to 160 hours per year, to be earned and accrued
- 14 at a rate of 6.1539 hours per biweekly pay period.
- 15 l. Unused accrued vacation leave existing on September 30, 2019, shall be
- 16 paid to GENERAL MANAGER in a lump sum payment. Said payment
- 17 shall be calculated based on the existing value of the Vacation hours
- 18 accrued, as measured by rate of pay in effect on September 30, 2019.
- 19 m. Sick leave equivalent to 12 days per year, to be earned and accrued at a
- 20 rate of 3.6924 hours per biweekly pay period to a maximum total accrual
- 21 of 960 hours. The use of sick leave shall be in accordance with the
- 22 provisions of Section 4002 of the FCOG Employee Manual.
- 23 n. Paid holidays as defined by Section 4005 of the FCOG Employee Manual.
- 24 o. A surety bond in the amount of \$5,000,000 for coverage of any claims
- 25 related to liability or errors and omissions related to the conduct of
- 26 FCRTA business.
- 27 p. A vehicle allowance equal to Seven Hundred and Fifty Dollars (\$750.00)
- 28 per month. Due to the payment of said vehicle allowance to GENERAL
- 29 MANAGER, no mileage reimbursement for business-related travel within

- 1                   Fresno County with the use of his personal vehicle during the term of this  
2                   Agreement shall be paid to the GENERAL MANAGER.
- 3                   q. Mileage reimbursement for business-related out-of-county travel with the  
4                   use of his personal vehicle, in accordance with the provisions of Section  
5                   5002 of the FCOG Employee Manual.
- 6                   r. A parking permit to be paid by FCRTA, in accordance with the provisions  
7                   of Section 4006 of the FCOG Employee Manual.
- 8                   s. Payment of all usual and normal expenses incurred in connection with his  
9                   employment hereunder, including business, travel, food and lodging and  
10                  other such expenses in accordance with, in accordance with the provisions  
11                  of Sections 5001 and 5003 of the FCOG Employee Manual.
- 12                  t. A credit card to be used for business-related expenses, provided through  
13                  an account with a limit of \$3,000.00, established by FCOG, and to be used  
14                  in accordance with the in the provisions of Section 5004 of the FCOG  
15                  Employee Manual. Expenses not charged to the credit card shall be  
16                  reimbursed on the sixteenth calendar day of each month following  
17                  submittal of appropriate receipts by the GENERAL MANAGER.
- 18                  u. Administration and interpretation of these fringe benefit provisions shall  
19                  be in accordance with the administrative policies, procedures, and  
20                  practices of FCOG related to such benefits.
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