

2035 Tulare Street, Suite 201 Fresno, CA 93721 Phone: (559) 233-6789 Fax: (559) 233-9645 www.ruraltransit.org

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

DATE: TIME: PLACE: January, 30, 2020 5:30pm, <u>AFTER</u> the Fresno Council of Governments (FCOG) Meeting FCOG / FCRTA Offices Sequoia Conference Room 2035 Tulare Street, Suite 201 Fresno, CA 93721 (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.

<u>AB 23 Requirement</u>: 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. <u>CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION</u> <u>Government Code Section 54956.9(d) (2) (2 Cases)</u>

#### 3. RETURN TO OPEN SESSION

4. CONSENT ITEMS

#### A. Approve Executive Minutes of December 11, 2019 [ATTACHMENT]

B. Rejection of Claim [APPROVE]

<u>Summary:</u> On December 19, 2019 a claim was received from the Law Offices of Lee C. Carter regarding an alleged incident on an FCRTA transit bus in the City of Coalinga. Attached is the Claim for Damages Form for your review. This claim is under investigation by our insurance carrier (National Interstate) (ATTACHMENT).

Action: Staff recommends rejection of this claim.

A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY The Cities of: Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma & Fresno County ,

#### C. Draft Annual Productivity Evaluation FY 2018-19 [INFORMATION]

**Summary:** The productivity evaluation is conducted annually to assess transit operators that receive State Transportation Development Act funds and to recommend potential productivity improvements. This is an evaluation of all routes and services provided by FCRTA for FY 2018-19 which provides an excellent tool to evaluate ridership and costs of all the subsystems that FCRTA oversees. This analysis is very detailed for routes, hours and days of service by inter-city and intra-city routes.

There is also data that is measured by the TDA performance indicators for passenger costs, fares, miles, hours and farebox ratio to determine state compliance for funding. This report will also be used to submit to funding sources and for the Triennial performance Audit. Staff will return to the Board next month with the final FY 2018-19 Productivity Evaluation once the document is approved by the Social Service Transportation Advisory Council (SSTAC). The draft Annual Productivity Evaluation FY 2018-19 is available on the FCRTA website www.ruraltransit.org

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

#### D. 2020 Annual Unmet Transit Needs [INFORMATION]

**Summary:** As the administrator of Transit Development Act (TDA) funds for Fresno County, the Fresno Council of Governments must complete the Unmet Transit Needs Study. The purpose of this study is to ensure that any unmet transit needs that are found reasonable to meet are met before TDA funds are expanded for non-transit use. Fresno COG, in cooperation with FAX, Clovis Transit, FEOC and FCRTA will be holding a total of six (6) public outreach meetings in February and March in urban and rural communities in Fresno County. Members of the public will be able to give testimony and convey perceived deficiencies within each transit system.

The information gathered as part of the public outreach will be included in a report called the Unmet Transit Needs Assessment. This report will be reviewed by the Social Services Transportation Advisory Council (SSTAC) who will provide a recommendation for unmet transit needs findings to the Fresno COG in May or June of 2020. The flyer is attached for you information (ATTACHMENT).

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

#### E. Federal Transit Administration (FTA) Grants for Buses and Bus Facilities [INFORMATION]

**Summary:** The Federal Transit Administration (FTA) released a call for projects for FY 2019 Buses and Bus Facilities Projects. The Board approved in June 2019, FCRTA's application that included a project to construct a new state-of-the-art bus maintenance and operations facility with solar, CNG fueling station, and electric vehicle charging infrastructure in the City of Selma. This project includes a funding request of \$5,145,280 with a local match of \$5,145,280 with Measure C funding and \$2,957,184 with a third party Power Purchase Agreement (PPA) for a total project cost of \$13,247,74. On November 25 2019, FTA announced that FCRTA will be one of ninety-four projects nationwide that will receive funding (ATTACHMENT).

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

#### F. Contractor Services Agreement with Fresno Metro Ministry [APPROVE]

**Summary:** FCRTA pursues numerous local, state and federal grant funding opportunities to assist with various capital and operational transit projects. It is necessary and desirable that FCRTA retain a firm to provide technical assistance with specific transit related EV, mobility and capital grant projects. FCRTA seeks a sole source consulting services agreement with Fresno Metro Ministry to provide the necessary technical assistance with transit related EV, mobility and capital grant projects. Attached is the Contractor Services Agreement for your review as reviewed by FCRTA legal counsel as to legal form

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#### (ATTACHMENT).

<u>Action:</u> Staff recommends that the Board authorize General Manager to execute a sole source agreement with Fresno Metro Ministry in the amount not to exceed \$15,000.

#### G. Route Update [INFORMATION]

**Summary:** During this FY 19-20, staff has been working on deploying two (2) new express routes utilizing (2) 35ft. BYD electric buses. The Orange Cove Express Route began October 1<sup>st</sup>, 2019 with stops in Orange Cove, Reedley, Parlier, Sanger and Fresno. The Coalinga Express Route will tentatively begin on February 3<sup>rd</sup>, 2020 with stops in Coalinga, Huron, Riverdale and Fresno. These express routes provide an early morning departure inbound to Fresno and an evening outbound with fewer stops than the existing Coalinga Inter-city Transit and Orange-Cove Inter-city Transit to provide an "express" transit service. The route schedule and flyer are attached for your information [ATTACHMENT].

In November 2017, FCRTA started a fixed route service in the West Park Community going into downtown Fresno. This route was on a six month demonstration period and due to low ridership and not meeting the 10% farebox requirement the West Park route was discontinued in May 2018. During the 2019 Unmet Needs through the FCOG, transit in the West Park Community was one of the comments received. As a result, FCRTA in collaboration with California Rural Legal Assistance will be adding a stop in the West Park Community on the existing Westside Transit beginning February 3<sup>rd</sup>. Staff will monitor ridership and make updates to the route as necessary. The Westside Transit schedule and flyer are attached for your information (ATTACHED).

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

#### H. Request for Proposals: Electrical Grid Analysis Study [INFORMATION]

**Summary:** In May 2019, FCRTA was awarded \$515,800 from the Caltrans Sustainable Communities Planning Grant Program to conduct an Electrical Grid Analysis Study in rural Fresno County. A kick-off meeting with Caltrans and FCRTA took place in January to discuss grant procedures and project details. As indicated in the grant application, FCRTA will be utilizing a qualified consultant to perform this study and complete a Request for Proposal (RFP) process for selection of a consultant. The intent of this RFP is to retain a consultant to; assess grid capacity in rural Fresno County and identify areas that have the load capacity and can sustain EV charging infrastructure as well as identify areas that require upgrades, identify the grid capacity required based on growth and increased EV charging infrastructure, determine capital costs for any identified upgrades due to substandard segments of the grid and identify potential funding sources and strategic partnerships. The RFP was released on January 22, 2020 and proposals are due on March 4, 2020. Staff will return to the Board with a proposed consultant and agreement for approval. The RFP is available at the FCRTA website <u>www.ruraltransit.org</u>.

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

#### I. Affordable Housing and Sustainable Communities (AHSC) Application [APPROVE]

**Summary:** The Affordable Housing and Sustainable Communities program (AHSC) is administered by the California Strategic Growth Council. The AHSC Round 5 NOFA will invest \$550 Million into communities statewide. The NOFA is due on February 11, 2020 with results being announced on or around June 11, 2020. FCRTA in partnership with the City of Coalinga as the lead applicant is submitting an application totaling approximately \$20,000,000. This project includes affordable housing, bikeways, transit amenities, transit passes, and an electric transit bus (ATTACHMENT).

<u>Action:</u> Staff recommends Board approval of Resolution No. 2020-01 authorizing the submission of the Affordable Housing and Sustainable Communities grant application.

#### 5. OTHER BUSINESS

- A. Items from staff.
- B. Items from members.

#### 6. ADJOURNMENT

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#### FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

#### **Executive Minutes**

#### Thursday, December 11, 2019 at 11:00 A.M after COG Policy Board Meeting COG Sequoia Conference Room 2035 Tulare St., Suite 201, Fresno, CA

Members Attending:

Council Member Felipe Perez, City of Firebaugh Mayor David Cardenas, City of Fowler Mayor Pro Tem Gary Yep, City of Kerman Mayor Michelle Roman, City of Kingsburg Mayor Victor Lopez, City of Orange Cove Mayor Alma Beltran, City of Parlier Council Member Mary Fast, City of Reedley Mayor Frank Gonzalez, City of Sanger Councilmember Amarpreet Dhaliwal, City of San Joaquin Mayor Louis Franco, City of Selma

Moses Stites, General Manager Bryan Rome, County Counsel Jeaneen Cervantes, FCOG

Absent: Mayor Ron Lander, City of Coalinga Supervisor Sal Quintero, Fresno County Mayor Rey Leon, City of Huron Mayor Robert Silva, City of Mendota

#### <u>ROLL CALL</u> – Meeting called to order 11:00 a.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.

#### 2. CONSENT ITEMS

- A. Approve Executive October 30, 2019 [ATTACHMENT]
- B. Kerman Transit Transition [APPROVE]
- C. Amendment II to the MV Transportation Contracted Services Agreement [APPROVE]
- D. Acquisition of Land in the City of Selma for Maintenance Facility [APPROVE]
- E. Acquisition of Additional Parcel in the City of Selma for Maintenance Facility [APPROVE]
- F. Best Best & Krieger (BBK) Agreement Extension [APPROVE]
- G. Fiscal Year 2018-19 Audit [ACCEPT]

Consent Items A-G with the exception of Item B that was pulled by Councilmember Fast (Reedley)

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A motion was made by Mayor Franco (Selma) and second by Council Member Fast (Reedley). A vote was called and motion carried.

#### 3. OTHER ITEMS

#### B. Items from members

Mayor Roman (Kingsburg) thanked Moses for the FCRTA marketing items.throughout the year.

#### A. Items from staff

1. Commemorating FCRTA 40<sup>th</sup> Anniversary

#### 4. ADJOURNMENT

Meeting Adjourned at 11:21

A motion was made by Mayor Lopez (Orange Cove) and second by Mayor Roman (Kingsburg). A vote was called and motion carried.

Respectfully submitted,

Moses State

Moses Stites, General Manager

# ' Law Öffices

#### of LEE C. ARTER

<u>Riverside Office</u> 3890 11<sup>th</sup> Street, Suite 109 Riverside, CA 92501 Telephone (951-683-1198

Orange County (714)563-4730 LEE C. ARTER A Professional Corporation 3701 Wilshire Blvd. Suite 535 Los Angeles, California 90010 Telephone: (213) 384-9533 Facsimile: (213)384-9599

December 17, 2019

Fresno County Rural Transit Agency 2035 Tulare St., #201 Fresno, CA 93721

**Attn: Moises Stites** 

RECEIVED

Fresno Office

(559)435-5473

5588 N. Palm Ave

Fresno, CA 93704

San Diego Office 8830 Rio San Diego Dr.

8<sup>th</sup> Floor

San Diego, CA 92108 (619)239-9088

DEC 1 9 2019

RESNO COG

RE:	My Client	: Matilde Garcia Rico	
	Date of Incident	: 7-1-19	

Dear Sir or Madam:

Enclosed herein please find the original and three copies of the Claim for Damages Form. Kindly file the original and return a conformed copy to this office in the envelope that is provided for your convenience.

Thank you for your cooperation.

Very\_truly yours,

Elizabeth Misas Legal Assistant

LCA/em Enclosures

<u>Riverside Office</u> 3890 11<sup>th</sup> Street, Suite 109 Priverside: CA 92501 (951) 683-1198

> Orange County (714) 563-4730

<u>Toll Free</u> (800) 799-9999 (800) 400-5330 Law Offices of LEE C. ARTER A Professional Corporation 3701 Wilshire Boulevard, Suite 535 Los Angeles, California 90010 Telephone: (213) 384-9533 Facsimile : (213) 384-9539 www.lawyerlee.com December 17, 2019

Fresno Office 5588 N. Palm Avenue Fresno, CA 93704 (559) 435-5473

San Diego County 402 West Broadway, Suite 400 San Diego, CA 92101 (619) 239-9088

#### BY CERTIFIED MAIL RETURN RECEIPT REQUESTED

Moises Stites Fresno County Rural Transit Agency 2035 Tulare St., Ste 201 Fresno, CA 93721

RECEIVED

DEC 1 9 2019

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RE:	Our Client	: Matilde Garcia Rico	FHESNO COG
	Date of Incident	: 7-1-19	

Dear Sir or Madam:

Please consider this letter Ms. Rico's Claim for Damages. Kindly file the original and return a conformed copy to this office in the envelope provided for your convenience.

Name of claimant: Matilde Garcia Rico Claimant's Address: 119 Fillmore St., #118 City, State, Zip: Coalinga, CA 93210 Home Telephone Number: (559)404-8057 Mailing Address: C/O Law Office of Lee C. Arter Street Address: 3701 Wilshire Blvd., Suite 535 City, State, Zip: Los Angeles, CA 90010 Claimant Occupation: Retire Your Business Telephone: None Your Date of Birth: October 2, 1950 Your Social Security No: 613-07-1293 California ID No. C5330919 Date of Injury or Damage: July 1, 2019 Time of Occurrence: 8:20 A.M.

LOCATION: Where did damage or injury occurred (describe fully and draw a diagram below or on a separate sheet. Indicate street names, addresses, measurements, landmarks, etc., if known):

The damage occurred while the claimant was a passenger in the Fresno County Rural

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Transit. The incident happened on Durian & 6th St. in Coalinga, CA.

#### FACTS: regarding how the damage or injury occurred:

The bus driver accelerated abruptly causing the claimant Matilde G. Rico to fall back while she was standing.

# DAMAGE/INJURY: Describe in detail the nature and extent of all damage or injury being claimed:

The claimant's injuries are her right shoulder, back, bruises to her buttocks.

AMOUNT you are claiming: Medical Expenses past and future: \$103,314.00

#### NAME OF EMPLOYEE you feel was responsible for this occurrence (if known):

Fresno County Rural Transit and its driver are responsible for being negligent operated, owned, maintained supervised, controlled and drove the bus to sustained bodily injuries has a result of the Fresno County Rural Transit negligence.

#### Was this accident investigated by the police? () Yes (X) No

Name of Department: None

Report No: None

Officers Name: none

Badge No: None

Do you know of any witness to this accident? () Yes (X) No

There were other passengers on the bus but claimant did not get their names.

If yes, Please provide name, address and telephone number below:

Name:	
Address:	

Home Telephone: \_\_\_\_\_\_ Business Phone: \_\_\_\_\_\_ Name:\_\_\_\_\_\_Address:\_\_\_\_\_\_

Home Telephone:\_\_\_\_\_ Business Phone:\_\_\_\_\_

Signature of Claimant of Person Filing on Claimant's Behalf: Relation Ship (if not claimant): Attorney: Lee C. Arter attorney for Matilde Garcia <u>Rico</u> Date: 12-17-19

We have previously requested the Fresno County Rural Transit Agency Claim form which was not provided to our office. If you require further information, please contact the undersigned.

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Thank you for your cooperation.

Very truly yours, Charlet Mises Elizabeth Misas Legal Assistant

/em Enclosures

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Clovis Transit Fresno Area Express Fresno County Rural Transit Agency Fresno Economic Opportunities Commission

# Do you or someone you know have a public transit need that is not being met? 2020 UNMET TRANSIT NEEDS ASSESSMENT—PUBLIC COMMENT PROCESS

The Fresno Council of Government's (FCOG) Social Services Transportation Advisory Council would like to <u>hear from you!</u>

If you would like to provide comments on public transit needs in Fresno County, please attend one of the six public meetings, or submit written comments.

# **MEETING DATES AND LOCATIONS:**

Tuesday, February 25, 2020 - 1:00 pm City of Fresno-Northeast Side Fresno State University—Vintage Room 5241 N. Maple Ave., Fresno, CA 93740

Saturday, February 29, 2020 - 11:30 am City of Fresno-Northwest Side Central Learning Adult School 2698 N. Brawley Ave., Fresno, CA 93722

Tuesday, March 3, 2020 - 5:30 pm \* Fresno County-West Side Kerman Community Center 15101 W. Kearney Blvd., Kerman, CA 93630 Wednesday, February 26, 2020 - 5:30 pm City of Clovis-Metropolitan Area Clovis Senior Center 850 Fourth Street, Clovis, CA 93612

Monday, March 2, 2020 - 6:30 pm City of Fresno-South Side Maxie L. Parks Community Center 1802 E. California Ave., Fresno, CA 93706

Wednesday, March 4, 2020 - 5:30 pm \* Fresno County-East Side Fowler City Hall 128 S. 5th St., Fowler, CA 93625

\* Transportation is being provided to and from the meetings scheduled for the West Side and East Side of Fresno County. These are the meetings scheduled for Kerman City Hall and Fowler City Hall. <u>Rides to these meetings must be scheduled in advance by calling (855) 612-5184</u>.

Comments can also be submitted via email or mail. Please see the section titled "How To Participate" on the back of this flyer.

All meeting rooms and restrooms are ADA accessible. Representatives or individuals with disabilities should contact Fresno COG at 559-233-4148, at least 3 days in advance of a meeting to request auxiliary aids and/or translation services necessary to participate in the public meeting.

# **BACKGROUND INFORMATION**

What is the purpose of the unmet transit needs meetings?

The meetings provide an opportunity for the public to identify all Fresno County "unmet transit needs" that are "reasonable to meet" within Fresno County (PUC 99401.5 (d).

What is an "unmet transit need"?

An "unmet transit need" is an inadequacy in existing public transit service from one location to another for persons recognized as transit dependent in Fresno County.

Who is "transit dependent"?

The "transit dependent" are those individuals who rely on public transit because they do not operate a vehicle because of youth, advanced age, mental or physical impairment or low income.

What is the purpose of the Social Services Transportation Advisory Council (SSTAC)?

The purpose of SSTAC is to receive public comment regarding transit service needs for the transit-dependent in Fresno County.

# HOW TO PARTICIPATE

- 1. Attend a public outreach meeting and/or public hearing and speak with transit agency representatives.
- 2. Submit a comment card at the meeting, providing as much detail as possible to describe the need you would like to have met.
- 3. If you are unable to attend a meeting, but would like to provide your comments, please mail or email your comments to:

Bill Hyatt, SSTAC Chairman Central Valley Regional Center, Inc. 4615 North Marty, Fresno, CA 93722 Email: comments@fresnocog.org All comments must be received by Friday, April 3, 2020 at 5:00pm

4. To receive more information about available transit and the Unmet Transit Needs process, visit us on the web at this link:

https://www.fresnocog.org/project/public-transit-planning/

En asociación con las siguientes agencias de transporte público:



# ¿Usted o alguien que conoce tiene una necesidad de transporte público que no se está cumpliendo? 2020 NECESIDADES DE TRÁNSITO NO CUMPLIDAS --PROCESO DE COMENTARIOS PÚBLICOS

¡El Consejo Consultivo de Transporte de Servicios Sociales del Consejo de Gobiernos de Fresno (FCOG) desea <u>escucharlo a usted</u>!

Si desea proporcionar comentarios sobre las necesidades de transporte público en el condado de Fresno, por favor asista a una de las ocho reuniones públicas comentarios, o presente por escrito

# FECHAS Y LUGARES DE LAS REUNIONES:

Martes, 25 de Febrero, 2020 1:00 pm Ciudid de Fresno-Noreste Fresno State University—Vintage Room 5241 N. Maple Ave., Fresno, CA 93740

Sabado, 29 de Febrero, 2020 10:30 am Ciudad de Fresno-Noroeste Central Learning Adult School 2698 N. Brawley Ave, Fresno, CA 93722

Martes, 3 de Marzo 2020, 5:30 pm \* Condado de Fresno-Sur Kerman Community Center 15101 W. Kearney Blvd., Kerman, CA 93630 Miércoles, 26 de Febrero, 2020 5:30pm Área Metropolitana de Clovis Clovis Senior Center 850 Fourth Street, Clovis, CA 93612

Lunes, 2 de Marzo, 2020 6:30pm Ciudad de Fresno-Sur Maxie L. Parks Community Center 1802 E. California Ave., Fresno CA 93706

Miércoles, 4 de Marzo, 2020 5:30 pm \* Condado de Fresno-Este Fowler City Hall 128 S. 5th St., Fowler, CA 93625

Se proporciona transporte hacia y desde las reuniones programadas para el West Side y el East Side del condado de Fresno. Estas son las reuniones programadas para Kerman City Hall y Fowler City Hall. Los viajes a estas reuniones deben programarse con anticipación llamando al (855) 612-5184.

Los comentarios también se pueden enviar por correo electrónico o correo postal. Consulte la sección titulada "Cómo participar" en la parte posterior de este folleto.

Todas las salas de reuniones y los baños tienen acceso ADA. Los representantes o individuos con discapacidades deben comunicarse con Fresno COG al 559-233-4148, al menos 3 días antes de una reunión para solicitar ayudas auxiliares y / o servicios de traducción para participar en la reunión pública.

# **INFORMACIÓN DE ANTECEDENTES**

¿Cuál es el propósito de las reuniones de necesidades de tránsito no cumplidas?

Las juntas brindan oportunidad para que el público identifique todas las "necesidades de tránsito no cumplidas" del Condado de Fresno que sean "razonables de cumplir" en el Condado de Fresno (PUC 99401.5 (d)).

¿Qué es una "necesidad de tránsito no cumplida"?

Una "necesidad de tránsito no cumplida" es una insuficiencia en el servicio de transporte público existente para personas reconocidas como dependientes del tránsito en el condado de Fresno.

¿Quiénes son los "dependientes del tránsito"?

Los "dependientes del tránsito" son aquellas personas que dependen del transporte público porque no operan un vehículo debido a su juventud, edad avanzada, impedimento mental o físico o bajos ingresos.

¿Cuál es el propósito del Consejo Consultivo de Transporte de Servicios Sociales (SSTAC)?

El propósito de SSTAC es recibir comentarios públicos sobre las necesidades del servicio de tránsito para el dependiente del tránsito en el condado de Fresno.

# **COMO PARTICIPAR**

- 1. Asista a una reunión de alcance público y / o audiencia pública y hable con los representantes de la agencia de tránsito.
- 2. Presente una tarjeta de comentarios en la reunión, proporcionando tantos detalles como sea posible para describir la necesidad que le gustaría que se cumpla.
- 3. Si no puede asistir a una reunión, pero desea enviarnos sus comentarios, envíe sus comentarios por correo o por correo electrónico a:

Bill Hyatt, SSTAC Chairman Central Valley Regional Center, Inc. 4615 North Marty, Fresno, CA 93722 Email: comments@fresnocog.org Todos los comentarios deben recibirse antes del Viernes 3 d Abril de 2020 a las 5:00pm

4. Para recibir más información sobre el tránsito disponible y el proceso de necesidades de tránsito no cumplidas, visítenos en el internet en este enlace:

https://www.fresnocog.org/project/public-transit-planning/

TJ COX 21st District, California



House of Representatives Washington, DC 20515

December 6, 2019

Mr. Moses Stites General Manager Fresno County Rural Transit Agency 2035 Tulare Street, Suite 201 Fresno, California, 93721

Dear Mr. Moses Stites,

I would like to congratulate the Fresno County Rural Transit Agency on receiving a grant of \$5,145,281 under the Grants for Buses and Bus Facilities Program administered by the U.S. Department of Transportation.

These funds will be available to assist in the financing of buses and capital projects, including replacing, rehabilitating, purchasing or leasing buses or related equipment. As well as rehabilitating, purchasing, constructing or leasing bus-related facilities. I look forward to seeing the improvements that will come to our rural communities that benefit from the vital service FCRTA provides that enables them to stay connected.

Again, congratulations on the well-deserved selection. If I can ever be of assistance to you, please let me know.

Sincerely yours,

Member of Congress

(and) our

### FRESNO COUNTY RURAL TRANSIT AGENCY AGREEMENT FOR CONTRACTOR SERVICES

This AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, 2035 Tulare St., Suite 201, Fresno, California 93721, a joint powers Public Agency (hereafter referred to as "FCRTA"), and Fresno Metropolitan Ministry, a California domestic non-profit corporation (hereafter referred to as "CONTRACTOR"), located at 4270 N. Blackstone Avenue, Suite 212, Fresno, California 93726, and doing business as Fresno Metro Ministry. FCRTA and CONTRACTOR are each a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

#### WITNESSETH:

WHEREAS, it is necessary and desirable that FCRTA retain a firm to perform technical duties and provide technical assistance with specific transit related EV, mobility and capital grants (hereafter referred to as "PROJECT"); and

WHEREAS, CONTRACTOR represents it is qualified to perform the services required for the PROJECT and is willing to perform such services pursuant to the terms and conditions stated in this Agreement; and

NOW, THEREFORE, it is agreed by FCRTA and CONTRACTOR as follows:

### I. <u>CONTRACTOR'S OBLIGATIONS</u>

A. The CONTRACTOR shall perform all work necessary to complete the PROJECT. CONTRACTOR shall perform all technical/administrative tasks overseeing the PROJECT, as described in: (1) Scope of Work & Project Timeline attached hereto as Exhibit A and incorporated herein by this reference as though set forth in full. CONTRACTOR shall perform those tasks and services in accordance with the instructions set forth in Exhibit A. In the event of any inconsistency between this Agreement (minus Exhibit A) and Exhibit A, such inconsistency shall be resolved by giving precedence in the following order of priority: (1) to the text of this Agreement; (2) to Exhibit A.

B. CONTRACTOR shall perform the tasks and services contemplated by this Agreement according to the Proposed Scope of Work Schedule as set forth in Exhibit A (CONTRACTOR's Scope of Work & Project Timeframe), and according to the requirements of this Agreement.

C. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices his profession. All products of whatsoever nature which

CONTRACTOR delivers to FCRTA pursuant to this Agreement shall be prepared in a substantial, first class manner and conform to the standards of CONTRACTOR's profession.

# II. FCRTA's OBLIGATIONS

A. FCRTA shall compensate CONTRACTOR as provided in section III of this Agreement.

B. FCRTA will make available to the CONTRACTOR any document, studies, or other information in its possession related to the PROJECT.

# III. <u>COMPENSATION</u>

## A. <u>Total Compensation</u>.

Notwithstanding any other provision in this Agreement, the basic fee for the services rendered shall be computed at the hourly and cost rates as set forth in Exhibit A (CONTRACTOR's Scope of Work & Project Timeline), and shall be limited by an amount not to exceed the sum of \$15,000.00.

## B. <u>Progress Payments</u>.

FCRTA shall make progress payments to CONTRACTOR upon receipt and approval by FCRTA of CONTRACTOR's monthly invoices, based upon completion of the task and services as set forth in Exhibit A. Payment of said progress payments to CONTRACTOR shall be based upon FCRTA's evaluation of the completion of each respective component.

# C. <u>Invoices</u>.

CONTRACTOR shall submit two copies of each invoice with adequate supporting documentation of work billed and costs charged by Task as set forth in Exhibit A, to FCRTA, specifying those services which CONTRACTOR believes have been completed. The invoice shall specify: (1) hours worked multiplied times the billing rates authorized in Exhibit A, (2) an itemization of other direct cost and/or subcontractor fees as set forth in Exhibit A; (3) the total amount billed for the current period, (4) the total amount billed to-date for the project. (5) the retention amount withheld. The invoice shall include a written progress report adequately describing the services billed and provided, and summarizing the status of the PROJECT in regards to task completion, timelines, and budget.

## D. <u>Payment</u>.

Within 30 days of receipt of a proper invoice, FCRTA shall determine whether CONTRACTOR has adequately performed to the satisfaction of FCRTA the item(s) for which CONTRACTOR seeks payment, and shall remit payment thereof to CONTRACTOR.

## E. <u>Disputes</u>.

If FCRTA determines that CONTRACTOR has not adequately performed any such task or services, FCRTA shall inform CONTRACTOR of those acts in writing which are necessary for satisfactory completion of the item(s). CONTRACTOR shall undertake any and all work to satisfactorily complete the item(s) at no additional charge to FCRTA.

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In the event there is a dispute over an alleged error or omission by CONTRACTOR, FCRTA shall have the right to withhold payment of CONTRACTOR's fees in the disputed amount.

FCRTA and CONTRACTOR shall endeavor to resolve any dispute informally between them. In the event the dispute cannot be thus resolved, either Party may request the Parties engage in arbitration or mediation (hereafter referred to as "arbitration") of the dispute before an independent arbitrator. In the case the Parties mutually agree to arbitrate the dispute, they shall mutually select an independent arbitrator or panel of arbitrators from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or another entity mutually agreed to. In the event a panel of arbitrators is selected, each Party shall select one member, and shall mutually agree on a third member of the panel. Any arbitration shall occur in Fresno County, California.

# IV. <u>TERMINATION</u>

# A. <u>Termination Without Cause</u>.

This Agreement may be terminated without cause at any time by FCRTA or the CONTRACTOR upon thirty (30) calendar days written notice. If FCRTA terminates this Agreement, CONTRACTOR shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. <u>Breach of Contract</u>.

FCRTA may immediately suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA there is:

1. an illegal or improper use of funds;

2. a failure to comply with any term of this Agreement;

3. a substantially incorrect or incomplete report, study, or other documents or documentation submitted to FCRTA;

4. improperly performed services under this Agreement.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to FCOG with respect to the breach or default.

C. <u>Non-Allocation of Funds</u>.

The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. CONTRACTOR services and reimbursements beyond June 30, 2020, are subject to the inclusion of this project in the FCRTA FY20-21 Budget. Should sufficient funds not be allocated, the services to be provided hereunder may be modified, or this Agreement terminated at any time by FCRTA's giving the CONTRACTOR thirty (30) days advance written notice.

D. In the event of any termination of this Agreement, all finished and unfinished work materials, including, without limitation, notes, minutes, research, documents, maps, graphs, and studies, shall be FCRTA's property, and at FCRTA's sole option, shall be delivered by CONTRACTOR to FCRTA.

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# V. <u>RIGHT TO PUBLISH/OWNERSHIP OF MATERIALS</u>

FCRTA shall be the owner of all materials produced pursuant to this Agreement upon completion and full performance of this Agreement by CONTRACTOR and shall have the right to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared by CONTRACTOR under this Agreement. CONTRACTOR shall not be liable for misuse or modification beyond their control by FCRTA of materials produced pursuant to this agreement.

# VI. <u>INDEPENDENT CONTRACTOR</u>

In performance of the work, duties, and obligations assumed by CONTRACTOR to be provided under this Agreement, it is mutually expressly understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to FCRTA employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save FCRTA harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to FCRTA or to this Agreement.

# VII. ASSIGNMENT

CONTRACTOR shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve the CONTRACTOR of his liability and obligation under this contract, and all transactions with the FCRTA must be through the CONTRACTOR. Subcontractors may not be changed by CONTRACTOR without the prior express written approval of FCRTA.

CONTRACTOR has submitted a Scope of Work (Exhibit A) which names no subcontractors ("Approved Subcontractors") as subcontractor(s) for the purposes of this Agreement. CONTRACTOR represents and covenants by entering into this Agreement that it is the prime contractor in this Agreement, and that it is responsible for all acts or omissions of its said subcontractors, if any. CONTRACTOR shall also be responsible for submitting invoices, in accordance with the requirements of Section III of this Agreement, to FCRTA for work performed by the Approved Subcontractors, and shall remit payment to the Approved Subcontractors. FCRTA shall have no responsibility to provide compensation directly to the approved Subcontractors, if any.

### VIII. BINDING NATURE OF AGREEMENT; MODIFICATION

The parties agree that all of the terms of this Agreement and its Exhibits shall be binding upon them and that together these terms constitute the entire Agreement of the parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the parties. This Agreement shall be binding upon FCRTA, the CONTRACTOR, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

# IX. <u>INDEMNITY</u>

CONTRACTOR agrees to indemnify, save, hold harmless, and at FCRTA's request, defend the FCRTA, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to FCRTA to the extent they are caused from any negligent, recklessness or willful misconduct of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement, and from any and all costs and expenses (including reasonable attorneys fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death and property damage), occurring or resulting to any person, firm,

corporation, or entity who may be injured or damaged to the extent such injury or damage arises from any negligent acts, errors or omissions of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement.

# X. NON DISCRIMINATION AND DBE

CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out all applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as FCRTA deems appropriate. ,
#### XI. <u>INSURANCE</u>

Without limiting FCRTA's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of this Agreement:

A. Comprehensive general liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

Comprehensive general liability insurance policies shall name the FCRTA, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned.

Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein.

B. Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000.

C. Professional liability insurance in the minimum amount of at least \$1,000,000 coverage per occurrence.

D. Workers compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCRTA.

CONTRACTOR shall provide certification of said insurance to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

Such certification shall show to FCRTA's sole satisfaction that such insurance coverages have been obtained and are in full force; that FCRTA, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names FCRTA, its officers, agents, and employees, individually and collectively, as additional insured (comprehensive general liability only), but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCRTA.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, FCRTA may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

#### XII. CONFLICT OF INTEREST

CONTRACTOR covenants that it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

#### XIII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2020 unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

#### XIV. <u>NOTICES</u>

Any and all notices between FCRTA and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, at such addresses set forth below:

#### FCRTA

Fresno County Rural Transit Agency 2035 Tulare St., Suite 201 Fresno, CA 93721

#### CONTRACTOR

Fresno Metropolitan Ministry 4270 N Blackstone Avenue, Suite 212 Fresno, CA 93726

#### XV. PROJECT MANAGER

The CONTRACTOR's project manager shall be Keith Bergthold. CONTRACTOR may not change its project manager without obtaining prior express written approval by FCRTA. It is understood by the parties hereto that in entering into an agreement of this type with CONTRACTOR, FCRTA has evaluated CONTRACTOR's Scope of Work & Project Timeline (Exhibit A) and taken into consideration the project team designated therein for this PROJECT, including but not limited to CONTRACTOR's designation of Keith Bergthold as the project manager for said PROJECT.

#### XVI. <u>VENUE; GOVERNING LAW</u>

Venue for any claim or action arising under this Agreement shall only be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

### XVII. <u>COMPLIANCE WITH LAWS</u>

CONTRACTOR shall comply with all current Federal, State, and local laws, ordinances, and regulations applicable in carrying out its obligations under this Agreement.

CONTRACTOR agrees that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. seq., shall be used to determine the eligibility of individual items of cost.

CONTRACTOR also agrees to comply with applicable federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to •

Government Code 8546.7, the CONTRACTOR, contractor's subcontractors, and the FCRTA shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the cost of administering the contract. All parties shall make such material available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Any duly authorized representative of the FCRTA, the state, or federal government shall have access to any books, records, and documents that are pertinent to the contract for audits examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under Title 2, CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR, Part 1201, Uniform Administrative Requirements Costs Principles, and Audit Requirements for Federal Awards, are subject to repayment by Contractor to FCRTA.

## XVIII. CONTRACTOR'S LEGAL AUTHORITY

Each individual executing or attesting this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's article of incorporation or charter and bylaws; (2) that this Agreement is binding upon such corporation; and (3) that CONTRACTOR is a duly organized and legally existing corporation in good standing in the State of California.

## XIX. NO THIRD PARTY BENEFICIARIES

Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

## XX. <u>SEVERABILITY</u>

In the event any provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties will use their best efforts to meet and confer to determine how to mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this Agreement will nevertheless continue in full force and effect without being impaired or invalidated in any way.

### XXI. <u>HEADINGS; CONSTRUCTION; STATUTORY REFERENCES</u>

The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. This Agreement is the product of negotiation between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the County of Fresno shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

#### XXII. DRUG FREE WORK PLACE

CONTRACTOR shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit C - "Drug Free Workplace Certification", attached hereto and incorporated herein by this reference as though set forth in full.

#### XXIV. INTEGRATED AGREEMENT

This Agreement, including Exhibit A, attached hereto and incorporated herein by this reference, represents the full and complete understanding of the parties with respect to the subject matter hereof, and all preliminary negotiations and oral or written agreements with respect thereto are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT AGENCY

By MOSES STITES, General Manager

CONTRACTOR,

By KEITH BERGTHOLD, Executive Director

APPROVED AS TO LEGAL FORM ON BEHALF OF THE FCRTA: DANIEL C. CEDERBORG, County Counsel

JAN. 17, 2020 By

BRYAN ROME, Deputy County Counsel

# Exhibit A

### Scope of Work & Project Timeline

#### Introduction

• FCRTA pursues numerous local, state and federal grant funding opportunities to assist with various capital and operational transit projects. It is necessary and desirable that FCRTA retain a firm to provide technical assistance with specific transit related EV, mobility and capital grant projects.

#### <u>Tasks</u>

- Contractor will work interactively with FCRTA to provide support on a variety of
  projects including state, federal and local grant projects that includes but is not
  limited to; Measure C New Technology Grant, FCOG Sustainable Infrastructure
  Planning Grant, Caltrans Sustainable Communities Planning Grant, FTA 5339(b) Bus
  and Bus Facilities Grant.
- Contractor will provide assistance with development and implementation on existing FCRTA grant projects that include the purchase and/or deployment of electric vehicles.
- Contractor will provide technical assistance with development and implementation on existing FCRTA grant projects that include the purchase and/or installation of charging infrastructure.
- Contractor will provide assistance with development and implementation on future and/or potential FCRTA grant projects that include the purchase and/or deployment of electric vehicles.
- Contractor will provide technical assistance with development and implementation on future FCRTA grant projects that include the purchase and/or installation of charging infrastructure.
- Contractor will perform various research, data analysis, budgetary analysis, program analysis and computer research functions to support FCRTA's grant projects.
- Contractor will create various data and research material to support FCRTA's grant projects including; GHG reduction calculations, VMT calculations, and community meeting support as required by funding sources prior to submittal.
- Contractor will oversee and coordinate the installation of Orange Cove and Coalinga Solar Tree Charging Units.

Timeline	Description	Cost
January 30, 2020	FCRTA Board considers Contractor Agreement for approval	
January 31, 2020	Agreement is executed with FCRTA and Contractor	
February 3, 2020	Work initiates with FCRTA and Contractor on SOW	
June 30, 2020	Work is completed with FCRTA and Contractor on SOW	
	Project Not-to-Exceed Total	\$15,000

### Project Timeline & Reports

Contractor will provide a summary report of program activities each month along with monthly billings.

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To better serve YOU... FCRTA is adding a stop in the West Park community at Saber's Market on the Westside Transit Route beginning February 3<sup>rd</sup>! For schedule and fares call 1-855-612-5184 or visit www.ruraltransit.org

Thank you for riding with us!

# Para servirle mejor ...

iFCRTA está agregando una parada a la ruta de Westside Transite en la comunidad de West Park! La parada estará en frente de Saber's Market a partir del 3 de febrero.

Para horarios y tarifas llame al 1-855-612-5184 o visite www.ruraltransit.org iGracias por viajar con nosotros!



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# **Stops and Departure Times**

Service Between Firebaugh and Fresno. Monday through Friday.

## For more information please call: 1-855-612-5184

# Inter-City Transit Westside

#### **Departures Firebaugh to Fresno:**

Firebaugh	AM	PM
Firebaugh Senior Center - 1601 Thomas Conboy Ave.	7:00 AM	1:30 PM
Family Dollar - 1020 N St	7:06 AM	1:33 PM
Sunset Place - 1544 N St	7:08 AM	1:38 PM
Mendota		
Chevron - 218 Oller St.	7:20 AM	1:50 PM
Bus shelter - 6th St. & Oller St.	7:23 AM	1:53 PM
Valero - 1267 Oller St.	7:26 AM	1:56 PM
Kerman		
Me-n-Ed's - 15191 W. Whitesbridge	7:49 AM	2:16 PM
Walmart - 14061 W. Whitesbridge (bus shelter along Goldenrod Avenue)	7:51 AM	2:20 PM
West Park		
Saber's Market - Prospect & Jensen	8:15 AM	
Fresno		
Courthouse Park (FAX Shelter L) - 1100 Van Ness	8:28 AM	2:36 PM
Amtrak/Greyhound - 2650 Tulare St.	8:32 AM	2:40 PM

#### Departures Fresno to Firebaugh:

Fresno	AM	PM
Amtrak/Greyhound - 2650 Tulare St.	9:40 AM	3:52 PM
Courthouse Park (FAX Shelter L) - 1100 Van Ness	9:45 AM	4:00 PM
West Park		
Saber's Market - Prospect & Jensen		4:16 PM
Kerman		
Walmart - 14061 W. Whitesbridge (bus shelter along Goldenrod Avenue)	10:06 AM	4:35 PM
Round Table - 15200 W. Whitesbridge	10:14 AM	4:40 PM
Mendota		
Valero - 1267 Oller St	10:34 AM	5:04 PM
Bus shelter - 6th St. & Oller St.	10:37 AM	5:07 PM
Ramon's Tire Shop - 261 Oller St.	10:40 AM	5:10 PM
Firebaugh		
Latino Market - 1291 O St.	10:50 AM	5:20 PM
Firebaugh Supermarket - 1125 N St	10:54 AM	5:24 PM
Firebaugh Senior Center - 1601 Thomas Conboy Ave.	11:00 AM	5:30 PM

Service may be delayed due to inclement weather.

Note: The bus will make a stop, upon request or as needed at the Shasta Market and/or the Slough located between Kerman and Mendota. Updated 1/14/2020.

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# Fares (Exact Change Required)

Service between Firebaugh and Fresno. Monday through Friday. Service provided by thirty (30) passenger, ADA wheelchair accessible bus. For more information please call: 1-855-612-5184

# Inter-City Transit Westside

Travel Between Cities in Either Directions	General Public			Elderly (60+) & Disabled & Children with Adult:		
	One-Way	Round Trip	Monthly Pass	One-Way	Round Trip	Monthly Pass
Firebaugh & Mendota	\$0.85	\$1.70	\$34.00	\$0.50	\$1.00	\$20.00
Firebaugh & Kerman	\$1.50	\$3.00	\$60.00	\$1.00	\$2.00	\$40.00
Firebaugh & Fresno	\$3.00	\$6.00	\$120.00	\$2.50	\$5.00	\$100.00
Mendota & Kerman	\$0.85	\$1.70	\$34.00	\$0.50	\$1.00	\$20.00
Mendota & Fresno	\$2.50	ý \$5.00	\$100.00	\$2.00	\$4.00	\$80.00
Kerman & Fresno	\$2.00	\$4.00	\$80.00	\$1.50	\$3.00	\$60.00
Kerman & West Park	\$1.25	\$2.50	\$45.00	\$1.00	\$1.75	\$35.00
Mendota & West Park	\$1.50	\$3.00	\$60.00	\$1.00	\$2.00	\$40.00
Firebaugh & West Park	\$2.50	\$5.00	\$100.00	\$2.00	\$4.00	\$80.00
West Park & Fresno	\$1.00	\$2.00	\$40.00	\$0.75	\$1.50	\$30.00

#### **Observed Holidays**

No service on Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Days (Thursday and Friday), Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Cesar Chavez's Birthday, and Memorial Day.

For more information, please call: 1-855-612-5184 | www.RuralTransit.org

To better serve YOU... FCRTA is introducing a new Orange Cove Inter-City Express Route with an electric bus beginning October 1<sup>st</sup>! For schedule and fares call 1-855-612-5184 or visit www.ruraltransit.org



100% electric~5

Thank you for riding with us!



Para servirle mejor ...

iFCRTA presenta una nueva ruta exprés interurbana de Orange Cove con un autobús eléctrico a partir del 1 de octubre!

ZERO EMISSIONS

Para horarios y tarifas llame al 1-855-612-5184 o visite www.ruraltransit.org iGracias por viajar con nosotros!





# **Stops and Departure Times**

Service Between Orange Cove and Fresno Monday through Friday.

Service provided by a thirty-three (33) passenger, ADA wheelchair accessible electric bus.

## For more information please call: 1-855-612-5184

## Demonstrunge Orenge Cours to Freeman

Inter-City Transit Orange Cove Express

Departures Orange Cove to Fresno:	
Orange Cove	АМ
Bus Shelter - Park and 8th Street	6:35 AM
Reedley	
Reedley College - Near Parking Lot B on E. Manning Ave	6:54 AM
Parlier	
Martinez School - 13174 E. Parlier	7:06 AM
Sanger	
Sanger Hospital - 2558 Jensen	7:22 AM
Fresno	
Amtrak/Greyhound - 2650 Tulare Street	7:51 AM
Courthouse Park (FAX Shelter A) - Northside of Fresno St. (between Van Ness & L St.)	8:00 AM
Departures Fresno to Orange Cove:	
Fresno	РМ
Courthouse Park (FAX Shelter A) - Northside of Fresno St. (between Van Ness & L St.)	5:15 PM
Amtrak/Greyhound - 2650 Tulare Street	5:20 PM
Sanger	
Sanger Hospital - 2558 Jensen	5:52PM
Parlier	
Across from Martinez School - 13174 E. Parlier	6:07 PM
Reedley	
Reedley College - Near Parking Lot B on E. Manning Ave	6:20 PM
Orange Cove	
Eaton Park - 690 Park Street	6:37 PM

Service may be delayed due to inclement weather.

#### **Observed Holidays**

No service on Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Days (Thursday and Friday), Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Cesar Chavez's Birthday, and Memorial Day.

For more information, please call: 1-855-612-5184 | www.RuralTransit.org

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# Fares (Exact Change Required)

Service between Orange Cove and Fresno. **Monday through Friday.** Service provided by thirty-three (33) passenger, passenger ADA wheelchair accessible electric bus.

# Inter-City Transit ORANGE COVE EXPRESS

### For more information please call: 1-855-612-5184

Travel Between Cities in Either Directions	General Public			Elderly (60+) & Disabled & Children with Adult:		
	One-Way	Round Trip	Monthly Pass	One-Way	Round Trip	Monthly Pass
Orange Cove & Reedley	\$1.00	\$2.00	\$35.00	\$0.50	\$1.00	\$20.00
Orange Cove & Parlier	\$1.50	\$3.00	\$60.00	\$0.75	\$1.50	\$30.00
Orange Cove & Sanger	\$2.00	\$4.00	\$80.00	\$1.00	\$2.00	\$40.00
Orange Cove & Fresno	\$3.00	\$6.00	\$120.00	\$1.50	\$3.00	\$60.00
Reedley & Parlier	\$1.00	\$2.00	\$35.00	\$0.50	\$1.00	\$20.00
Reedley & Sanger	\$1.75	\$3.50	\$70.00	\$1.00	\$2.00	\$35.00
Reedley & Fresno	\$2.75	\$5.50	\$110.00	\$1.50	\$3.00	\$55.00
Parlier & Sanger	\$1.50	\$3.00	\$60.00	\$0.75	\$1.50	\$30.00
Parlier & Fresno	\$2.50	\$5.00	\$95.00	\$1.25	\$2.50	\$50.00
Sanger & Fresno	\$2.00	\$4.00	\$80.00	\$1.00	\$2.00	\$40.00

#### **Observed Holidays**

No service on Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Days (Thursday and Friday), Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Cesar Chavez's Birthday, and Memorial Day.

For more information, please call: 1-855-612-5184 | www.RuralTransit.org

Updated 9/24/19



# **Stops and Departure Times** Service Between Coalinga and Fresno Monday through Friday.

Service provided by a thirty- three (33) passenger, ADA wheelchair accessible electric bus.

# Inter-City Transit Coalinga **Express**

## For more information please call: 1-855-612-5184

#### **Departures Coalinga to Fresno:**

Coalinga	AM
Coalinga Courthouse - 160 W. Elm (Hwy 33)	6:30 AM
Huron	AM
Huron (West American Bank) - 36582 Dinero Way	7:05 AM
Riverdale	AM
Riverdale (Bank of the West) - 3494 Mt. Whitney	7:40 AM
Fresno	AM
Amtrak/Greyhound - 2650 Tulare Street	8:30 AM
Courthouse Park (FAX shelter A) - Northside of Fresno St. (between Van Ness & L Street)	8:35 AM
Departures Fresno to Coalinga:	
Fresno	РМ
Courthouse Park (FAX shelter A) - Northside of Fresno St. (between Van Ness & L Street)	5:05 PM
Amtrak/Greyhound - 2650 Tulare Street	5:10 PM
Riverdale	РМ
Riverdale (Bank of the West) - 3494 Mt. Whitney	6:00 PM
Huron	PM
Huron (West American Bank) - 36582 Dinero Way	6:35 PM
Coalinga	PM
Coalinga Courthouse - 160 W. Elm (Hwy 33)	7:10 PM

Service may be delayed due to inclement weather.

Coalinga         \$2         \$3         \$5.50         \$5.50           Huron         \$4         \$3         \$4.50         \$4.50         \$4.50	
	>
Huron \$4 \$3 \$4.50 \$4.50	VEV
Riverdale         \$6         \$6         \$3.50         \$3.50	One Way
Courthouse         \$11         \$9         \$7         \$6         \$1.25	
Amtrack Greyhound \$11 \$9 \$7 \$2.50	

#### **Observed Holidays**

No service on Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Days (Thursday and Friday), Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Cesar Chavez's Birthday, Memorial Day.

**Round Trip** 

For more information, please call: 1-855-612-5184 | www.RuralTransit.org

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#### BEFORE THE FRESNO COUNTY RURAL TRANSIT AGENCY RESOLUTION NO. 2020-01

# In the matter of: RESOLUTION AUTHORIZING THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM APPLICATION

WHEREAS, The State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated November 1, 2019 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200.

WHEREAS, Pacific West Communities, Inc. (Applicant) desires to apply for AHSC Program funds and submit the Application Package released by the Department for the AHSC Program.

WHEREAS, The SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program.

#### NOW THEREFORE, IT IS RESOLVED THAT:

- Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA dated November 1, 2019, for Round 5 in a total amount not to exceed \$20,000,000.00 of which \$11,250,000.00 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") and \$8,750,000.00 is requested for a grant for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities (TRA) or Program (PGM) activities ("AHSC Grant") as defined the AHSC Program Guidelines adopted by SGC on October 31, 2019. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed \$20,000,000.00 (\$11,250,000.00 for the AHSC Loan and \$8,750,000.00 for the AHSC Grant), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").
- 2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.
- 3. The General Manager is authorized to execute in the name of Applicant the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 30th day of January, 2020.

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 30th day of January 30, 2020.

Signed:

Moses Stites, General Manager