



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: Thursday, May 28, 2020
TIME: 5:30pm, **AFTER** the *Fresno Council of Governments (FCOG) Meeting*
PLACE: FCOG / FCRTA Offices
Ash 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.

Out of an abundance of caution regarding the COVID-19 virus, the May 28, 2020 scheduled Fresno County Rural Transit Agency (FCRTA) board meeting will be held via zoom.

Joining the Meeting:

<https://zoom.us/j/98553098196?pwd=Ym1FbHBML3kraDVheGIMWUVMaXpGZz09>

Meeting ID: 985 5309 8196
Password: 636165

Dial-in number: (669) 900-6833
Meeting ID: 985 5309 8196
Password: 636165

If you wish to address Policy Board during the public comment portion of the agenda, click on the icon labeled "Participants" at the bottom center of your PC or Mac screen. At the bottom of the window on the right side of the screen, click the icon labeled "RaiseHand". Your digital hand will now be raised.

Join by Phone
1-669-900-6833
Meeting ID: 985 5309 81
Password: 636165

If you wish to address the Policy Board during the public comment portion of the agenda, Press *9 and we will select you from the meeting cue. Those addressing the Policy Board must state their name for the record. To facilitate electronic access, no person shall speak until recognized by the Chair.

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. CONSENT ITEMS

A. Approve Executive Minutes of April 30, 2020 [ATTACHMENT]

B. Temporary Maintenance Facility Lease Agreement Extension [APPROVE]

Summary: The Board approved in May 2019, the one (1) year lease agreement (8/15/2019-8/15/2020) for a temporary maintenance facility while the permanent maintenance facility is being built. The temporary site in Selma has been located at 1870 Dockery Ave in the City of Selma across from the City yard and around the corner from the new maintenance facility site. FCRTA maintenance services will remain at this location and renew the lease for an additional year while the new maintenance facility is being constructed. The agreement extension is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of the agreement extension for the maintenance facility lease not to exceed one (1) year (8/15/2020-8/15/2021).

C. Safety and Security Service Agreements for FY 2020-21 [APPROVE]

Summary: FCRTA is continuing the Safety and Security service for passengers and drivers with this collaborative partnership that has proven beneficial and continues to be very successful for the Police Departments of these cities (Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger and Selma) and FCRTA. Our passenger incidents and 911 calls have decreased over the four (4) years since this program has been in place. Each contract has a maximum of \$10,000.00 annual payment for costs associated with providing this service of boarding buses when they are at transit stops and monitoring bus shelters. The agreement is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval and authorize General Manager to execute agreements for each City in the amount not to exceed \$10,000.00 for FY 2020-2021.

D. City of Dinuba Transit Agreement for FY 2020-2021 [APPROVE]

Summary: This is a regional public transit service agreement renewal with the City of Dinuba which mainly transports college students to Reedley Community College, the DMV, and shopping in the City of Reedley. This agreement is for \$51,000 and is effective from 7/01/20 to 6/30/21. The Dinuba agreement is available at the FCRTA website www.ruraltransit.org for your review.

Action: Staff recommends Board approval and authorize General Manager to execute agreement.

E. Kings Area Rural Transit Agreement for FY 2020-21 [APPROVE]

Summary: This is a regional public transit service agreement renewal with the Kings Area Rural Transit for services from Kings County in Fresno County; Selma Kaiser, Downtown Fresno, Community Regional Center, Veterans Hospital, Fresno Kaiser and Children's Hospital. Added this past year is service to the Valley Children's Clinic in Fowler when it opened in the summer of 2019. This agreement is for \$60,000 and is effective 7/01/20 to 6/30/21. The KART agreement is available at the FCRTA website

www.ruraltransit.org for your review.

Action: Staff recommends Board approval and authorize General Manager to execute agreement.

F. Rural Consolidated Transportation Services Agency (CTSA) Operations Program & Budget FY 2020-21 [INITIATION]

Summary: The Consolidated Transportation Service Agency's (CTSA) Operations Program and Budget (OPB) for 2020-21 is available on FCRTA's website at: www.ruraltransit.org. The document is designed to provide an overview of how and in what manner the CTSA will provide social service transportation throughout Fresno County over the next fiscal year. The OPB consists of an urban component and a rural component. Co-designees for the urban CTSA are the City of Fresno/FAX and the Fresno Economic Opportunities Commission (FEOC). Co-designees for the rural CTSA are the Fresno County Rural Transit Agency (FCRTA) and the FEOC. For FY 2020-21 the rural LTF pass through totals \$200,000 for FCRTA to provide social service transportation and meal delivery in the rural areas. The OPB's 30-day review period will culminate on June 25, 2020 with the scheduled FCRTA Board meeting following a public hearing.

Action: Staff recommends initiation of the 30-day review for the Rural Consolidated Transportation Services Agency Operation Program and Budget for FY 2020-21 with a proposed adoption of June 25, 2020 following a public hearing.

G. Amendment I to the Budget for FY 2019-20 [APPROVE]

Summary: The Budget for FY 2019-20 was approved by the Board on June 27, 2019 and reflects anticipated revenues and expenditures between July 1, 2019 and June 30, 2020. The Budget is being amended to include Federal Transit Administration (FTA) Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. On March 27, 2020, President Donald J. Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in law. The CARES Act provides for \$25 billion in federal transit assistance to support capital, operating, and other expenses to prevent, prepare for and respond to COVID-19. Of this amount, \$1,728,208 was apportioned to FCRTA under the Section 5311 formula. The CARES Act provides this at a 100% federal share of qualifying expenditures, requiring no state or local matching funds. Resolution No. 2020-05 is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of Amendment I to the Budget for FY 2019-20 and CARES Act funding in the amount of \$1,728,208 dollars. Staff further recommends Board adoption of Resolution No. 2020-05.

3. ACTION ITEMS

A. Election of Chair and Vice Chair

Summary:

Current:

Mayor David Cardenas (Fowler) Interim Chair

Mayor Robert Silva (Mendota) Interim Vice Chair

Action: Nominate Chair and Vice Chair, term June 2020 – May 2021.

4. OTHER BUSINESS

A. Items from staff.

B. Items from members.

5. ADJOURNMENT

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

Executive Minutes

Thursday, April 30, 2020 at 5:30 P.M after COG Policy Board Meeting
COG Ash Conference Room
2035 Tulare St., Suite 201, Fresno, CA

Members Attending:

Mayor Ron Lander, City of Coalinga
Mayor Elsa Lopez, City of Firebaugh
Mayor David Cardenas, City of Fowler
Mayor Rey Leon, City of Huron
Mayor Pro Tem Gary Yep, City of Kerman
Mayor Michelle Roman, City of Kingsburg
Mayor Rolando Castro, City of Mendota
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
Mayor Louis Franco, City of Selma

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

Absent:

Supervisor Sal Quintero, Fresno County
Councilmember Amarpreet Dhaliwal, City of San Joaquin
Janelle Del Campo, FCRTA Operations Manager

1. **ROLL CALL** — Meeting called to order 7:01 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.

2. **CONSENT ITEMS**

- A. Approve Executive Minutes of February 27, 2020 [APPROVE]
- B. Annual Productivity Evaluation FY 2018-19 [APPROVE]
- C. Westside Transit Route [INFORMATION]
- D. 2020 Annual CHP-Motor Carrier Division Terminal, Vehicle and Driver Inspection Report [INFORMATION]
- E. Corona Virus COVID-19 Operations Response Update [INFORMATION]
- F. Consultant Selection for FCRTA Grid Analysis Project [APPROVE]
- G. FCRTA Maintenance Facility Project in the City of Selma [APPROVE]
- H. FCRTA 2020-21 Annual Budget Draft [INITIATION]
- I. Electrify America Proposal [APPROVE]
- J. Low Carbon Transit Operations Program Application [APPROVE]

A motion was made by Mayor Lopez (Orange Cove) and second by Mayor Leon (Huron). A vote was called and motion carried. Mayor Leon (Huron) pulled Consent Items 2 C

II C. Westside Transit Route

Moses informed the board you have before you the Westside Transit which is the inter-city route that comes into Fresno. That route starts from Firebaugh, Mendota, Kerman into Fresno. Back in February 2020 FCRTA altered that route to stop at West Park which is in the vicinity of Marks and Jensen Avenue.

We started a morning route into Fresno from Kerman and into Courthouse Park. The ridership has almost been non-existent we have had 2 passengers in the entire time and it's not cost effective we did it based on a comment letter from the California Rural Legal Assistance (CRLA). We coordinated with CRLA in the distribution of flyers both in English and Spanish. We have not received the ridership and no farebox and we will be terminating service May 1, 2020.

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

3. **OTHER ITEMS**

A. **Items from Staff**

Moses informed the board that transit services continue to operate with the exception of both college routes Sanger-Reedley College and Kingsburg Reedley College due to school closure. The routes will resume operation as soon as the College resume in-person classes.

B. **Items from Members**

Mayor Leon (Huron) wanted to compliment the Huron Transit Drivers and thank Moses for their assistance on their help with delivering meals to the community.

Mayor Roman (Kingsburg) thanked Moses for the partnership that Kingsburg and FCRTA have along with the Food Bank.

Mayor Cardenas (Fowler) thanked everyone for their participation as well thanked staff for all that they have been doing and also congratulated Mayor Roman (Kingsburg) for being elected for Vice Chair for the COG Board.

4. **ADJOURNMENT**

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

Respectfully submitted,



Moses Stites
General Manager

AMENDMENT II TO THE LEASE AGREEMENT BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
DANIEL SERIMIAN

This Amendment II to Agreement ("Amendment II") amends that certain agreement entered into on August 20, 2018 (hereinafter referred to as "Agreement"), between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter referred to as "TENANT") and DANIEL SERIMIAN, (herein after referred to as "LANDLORD"), whereby LANDLORD agreed to lease the real property located at 1870 Dockery Avenue, Selma CA 93662 (hereinafter referred to as PROPERTY) to TENANT; and

Whereas, an amendment to the Agreement is necessary to extend the lease of the PROPERTY into the next fiscal year.

NOW THEREFORE, in consideration for their mutual promises, TENANT and LANDLORD agree to amend the Agreement as follows:

1. That existing Section 2.TERM AND RENT; shall be deleted in its entirety and replaced with the following:

"Landlord leases to Tenant the above Property for a term of one (1) year, commencing August 20, 2020, and terminating on August 20, 2021 (hereinafter referred to as "Lease Term"), or sooner as provided herein at the monthly rental amount of Five Thousand Dollars (\$5,000.00), payable each month for that month's rental installment payment, with the total amount of Sixty Thousand Dollars (\$60,000.00) rent to be paid over this Lease Term. Each monthly rental installment payment shall be due on the twentieth (20th) day of each calendar month during the Lease Term. All rental payments shall be made to Landlord, Daniel Serimian, at the address identified in Section 15 of this Lease or at such other place designated by written notice form Landlord to Tenant."

2. All other terms and conditions of the Agreement remain unchanged.

Except as amended herein, all other provisions of the Agreement remain in full force and effect. This Amendment II to Agreement shall become effective on June 1, 2020.

(Signature page follows.)

**AGREEMENT FOR SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE
CITY OF SANGER**

This AGREEMENT, made and entered into this 1st day of June, 2020 (hereinafter referred to as "Effective Date") by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF SANGER, a California municipal corporation and general law city (hereafter referred to as "CITY"). FCRTA and CITY are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcement, safety, security, and other services as described in this Agreement to FCRTA vehicles and facilities operating within CITY'S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

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

I. CITY'S OBLIGATIONS

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

B. CITY shall complete and submit the FCRTA Police Officer Observation Report attached hereto as Exhibit A and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this document the ____ day of _____, 2020.

FRESNO COUNTY RURAL TRANSIT AGENCY, Tenant

By _____
MOSES STITES, General Manager

Landlord

By _____
DANIEL SERIMIAN, Property Owner

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

By Bryan D. Rome E-Signed on May 14, 2020
BRYAN ROME, Deputy County Counsel

C. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

II. FCRTA's OBLIGATIONS

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

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

III. COMPENSATION AND INVOICING

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$10,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$____ per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either Party terminates this Agreement, CITY 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. Breach of Contract.

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

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;

3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

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 CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

V. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY'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 CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY 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, CITY shall have absolutely no right to employment rights and benefits available to FCRTA employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CITY shall be solely responsible and save FCRTA harmless from all matters relating to payment of CITY'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, CITY may be providing services to others unrelated to FCRTA or to this Agreement.

VI. ASSIGNMENT

CITY 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 CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

VII. BINDING NATURE OF AGREEMENT; MODIFICATION

The Parties agree that all of the terms of this Agreement 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, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

VIII. INDEMNITY

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

IX. NON DISCRIMINATION AND DBE

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY 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 the recipient deems appropriate.

X. INSURANCE

Without limiting either Parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. 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. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.
- E. Workers compensation insurance as required by law.

General liability insurance policies shall name the FCRTA, its officers, 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 CITY's subcontractors policies herein.

CITY shall not cancel or change any insurance policy required by this Agreement without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of all insurance policies required by this Agreement to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

XI. CONFLICT OF INTEREST

CITY and FCRTA covenant they have 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.

XII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the the Effective Date above and shall remain in full force and effect through June 30, 2021, 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.

XIII. NOTICES

Any and all notices between FCRTA and the CITY 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

Moses Stites, General Manager
Fresno County Rural Transit Agency
2035 Tulare, Suite 201
Fresno, CA 93721

CITY

Tim Chapa, City Manager
City of Sanger
1700 7th Street
Sanger, California 93657

XIV. VENUE; GOVERNING LAW

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

XV. LEGAL AUTHORITY

Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Agreement, and that the individual signing this Agreement on behalf of such Party has been duly authorized to execute this Agreement on behalf of such Party, and will, by signing this Agreement on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Agreement. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Agreement in order for such Party to authorize, enter into, and perform its obligations under this Agreement, or that if such approval or consent to this Agreement is required, that such approval or consent has been obtained.

XVI. DRUG FREE WORK PLACE

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

XVII. FEDERAL FUNDS

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation."

(Signature page follows.)

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

By _____
MOSES STITES, General Manager

CITY OF SANGER

By _____
TIM CHAPA, City Manager

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

By _____
BRYAN ROME, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By _____
HILDA CANTÚ-MONTOY, City Attorney

EXHIBIT A

**FRESNO COUNTY RURAL TRANSIT AGENCY
POLICE OFFICER OBSERVATION REPORT**

[illegible]

Type of Observation*: Indicate (B) for Bus, (BS) for Bus Stop, or (M) for Maintenance Facility

**BEFORE THE FRESNO COUNTY RURAL TRANSIT AGENCY
RESOLUTION NO. 2020-05**

In the matter of:
2019-2020 Budget

RESOLUTION ADOPTING
AMENDMENT I TO THE
2019-2020 BUDGET

WHEREAS, the Budget for FY 2019-20 was approved by the Board on June 27, 2019 and reflects anticipated revenues and expenditures between July 1, 2019 and June 30, 2020; and

WHEREAS, on March 27, 2020 President Donald J. Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law; and

WHEREAS, the CARES Act provides for \$25 billion in federal transit assistance to support capital, operating, and other expenses to prevent, prepare for and respond to COVID-19; and

WHEREAS, the CARES Act provides this assistance at a 100% federal share of qualifying expenditures, requiring no state or local matching funds; and

WHEREAS, the Federal Transit Administration apportioned \$1,728,208, to FCRTA in CARES Act funding through the Section 5311 Rural formula which is available to the California Department of Transportation for allocation to eligible transit agencies; and

WHEREAS, in accordance with the CARES Act, the FCRTA 2019-20 Budget needs to be amended to include the CARES Act allocation of \$1,728,208 ; and

WHEREAS, the FCRTA Board of Directors does hereby authorize the General Manager to execute any and all said Agreements and Contracts pertaining to the aforementioned Grant Program.

NOW, THEREFORE, BE IT RESOLVED, that the Fresno County Rural Transit Agency does hereby amend its Budget for 2019-20 to include the CARES Act funding totaling one million, seven hundred and twenty eight thousand, and two hundred and eight dollars (\$1,728,208)

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 28th day of May, 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 28th day of May, 2020.

Signed _____
Moses Stites, General Manager