



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, July 30, 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 JULY 30, 2020, FCRTA BOARD MEETING WILL BE HELD VIA ZOOM.

Joining the meeting:

Join Zoom Meeting

<https://zoom.us/j/94289641441?pwd=Z3hUMGg2NVVqT0lxU0hseEVDanoyUT09>

Meeting ID: 942 8964 1441

Passcode: 345978

If you wish to address the FCRTA 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 US

Meeting ID: 942 8964 1441

Passcode: 345978

When on the phone, if you wish to address the FCRTA Board during the public comment portion of the agenda, Press *9 to "RaiseHand" and we will select you from the meeting cue. Use *6 to unmute yourself before speaking.

Those addressing the FCRTA Board must state their first and last name and agency 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 June 25, 2020 [ATTACHMENT]

B. Free Rides for Veterans [APPROVE]

Summary: It is estimated that there are approximately 40,000 veterans in Fresno County in FY 2019. Currently, there are a variety of services to veterans and some of those utilize the transit services. To thank our military personnel to their service to our country, FCRTA will offer veterans free rides on all FCRTA routes. To ride, service members will need to present the bus driver with their veterans identification when boarding the bus.

Action: Staff recommends Board approval of veterans to ride FCRTA routes at no charge.

C. FY 2020-21 Safety and Security Agreement for City of San Joaquin [APPROVE]

Summary: The Board approved in May 2020, the continuation of Safety and Security services for the Police Departments of these cities (Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger and Selma) and FCRTA. City of San Joaquin will also participate in this partnership however, the agreement has been amended to reflect San Joaquin's agreement with the Sheriff's office. The contract has a maximum of \$10,000 annual payment for costs associated with providing service of boarding of buses when they are at transit stops and monitoring bus shelters. The agreement is attached for your review (ATTACHMENT).

Action: Staff recommends Board approval of the agreement and authorize General manager to execute agreement with City of San Joaquin in the amount not to exceed \$10,000 for FY 2020-21.

D. National Interstate Insurance Renewal [INFORMATION]

Summary: FCRTA has renewed insurance with National Interstate to cover property and vehicles currently operated by FCRTA. FCRTA currently has 12 vehicles covered by National Interstate. We experienced an increase on the 12 vehicles with National Interstate due to our previous service providers safety/accident and claims record. The remaining 108 vehicles are covered by the subcontractor MV Transportation's insurance. Other annual insurance coverage for FCRTA through FY 2020-21 includes vehicle, excess policy, property, general liability and DOE.

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

E. Inspiration Transportation Contractor Services Agreement [APPROVE]

Summary: FCRTA has been working on a plan with awarded funding through the FCOG Sustainable Infrastructure Planning Grant to develop an innovative alternative mobility program utilizing Chevy Bolt electric vehicles. This program is a rural rideshare service to provide access to rides to isolated and disadvantaged communities in Biola and West Park. FCRTA is partnering with Inspiration Transportation,

a 501(c)3 social service transportation provider focused on implementing sustainable transportation in underserved communities throughout the San Joaquin Valley. FCRTA will provide the vehicles and oversight for the pilot program and Inspiration Transportation will provide the contractor services for the program. This issue was raised during the recent unmet needs hearing under social service/specialized transportation and not under public transit. FCRTA being the co-designee for the Rural CTSA considered this an opportunity to address a potential issue and it coincides with (2) current planning grants and study affecting Biola and West Park. The Contractor Services Agreement with Inspiration Transportation is attached for your review (ATTACHMENT).

Action: Staff recommends Board approval of the agreement and authorize General Manager to execute agreement with Inspiration Transportation in the amount not to exceed \$60,000.

F. Measure C New Technology Application [APPROVE]

Summary: FCRTA is proposing a project submittal for \$1,373,048.62 in funding through the Measure C New Technology Reserve Grant Program. The proposed project includes the purchase of four (4) 23-foot C6 BYD electric buses and ten (50) UV Germicidal Disinfectant Lights to for the existing rural transit services as well as a new shuttle service. The proposed project adds capacity to meet additional mobility needs of rural community residents, promote electric vehicles in rural Fresno County communities while reducing toxic air contaminants. The New Technology Reserve Grant application is available on FCRTA's website www.ruraltransit.org.

Action: Staff recommends Board approval of the Measure C New Technology Application in the amount of \$1,373,048.62, and Board Resolution No.2020-12.

G. NEPA Report for the FCRTA Maintenance and Operations Facility in the City of Selma (APPROVE)

Summary: The City of Selma has been designated the preferred location for the FCRTA maintenance facility. The new FCRTA bus and operations and maintenance facility will be funded by The Federal Transit Administration (FTA) 5339 Grant, SB1 State of Good Repair and local Measure C funds totaling \$13 million. FCRTA has prepared National Environmental Policy Act (NEPA) documents for categorical exclusion as a requirement to be in compliance and receive FTA funding (\$5.1 million). The parcels have already been given a Categorical Exemption under CEQA. The NEPA document is available on FCRTA's website www.ruraltransit.org.

Action: Staff recommends Board approval of the NEPA Categorical Exclusion and authorizes General Manager to submit supporting documents to the FTA for review and approval. Staff further recommends Board approval of Resolution No. 2020-14.

H. Amendment III to the Agreement for Contractor Services with MV Transportation [APPROVE]

Summary: As a result of the 2018 Request for Proposals (RFP), MV Transportation was awarded a three (3) year agreement to operate FCRTA's demand response and fixed-route systems. FCRTA has re-negotiated the 3rd year of the contract for an hourly billable revenue service rate of \$46.00 per hour. During the remainder of the COVID-19 pandemic, the billable service rate will be \$40.00 per hour. Staff will return to the Board in September with an agreement extension to recommend continued contracted services with MV Transportation for an additional 4 years (2021-2025). The option to renew the contract for an additional 4 years was included as an option in the 2018 RFP. Amendment III to the Agreement for Contractor Services with MV Transportation is attached for your review (ATTACHMENT).

Action: Staff recommends Board approval of the Amendment and authorize General Manager to execute Amendment III to the Agreement for Contractor Services with MV Transportation.

I. Title VI of the Civil Rights Act of 1964 Program Updates (APPROVE)

Summary: The current FCRTA Title VI Program has expired and to continue to be eligible for State and Federal funding, FCRTA is required to update the program. This update has been submitted to Caltrans for a preliminary review before it is sent to Federal Transit Administration (FTA) for final review and approval. Any and all updates will be incorporated into the document during the review period before final board approval. The document is available for your review on the FCRTA website www.ruraltransit.org.

Action: Staff recommends approval of the 30 day public review process starting July 30, 2020 with a proposed adoption of the Title VI Program on September 24, 2020 following a public hearing. Staff further recommends Board approval of Resolution No.2020-15.

J. San Joaquin Transit Route Update (INFORMATION)

Summary: Ridership on San Joaquin transit has dropped significantly over time and as a result of the COVID-19 pandemic. As of July 13, 2020, the San Joaquin transit has been modified as a demand-response service with operating hours from 8am-2pm. Registered San Joaquin passengers have been notified by telephone and flyers have been distributed. When ridership increases, FCRTA will revert back to the prior San Joaquin transit schedule. Staff has been in communication with the City Manager regarding this manner. The notification flyer is attached for your review (**ATTACHMENT**).

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

3. ACTION ITEMS

A. Rural CTSA Re-Designation 2021-2022 [APPROVE]

Summary: As per the AB 120 legislation of 1979, the AB 120 Action Plan was created by the Fresno Council of Governments (FCOG) in 1982. This 1982 AB 120 Action Plan created the Rural Fresno County Consolidated Transportation Service Agency (CTSA) with FCRTA and the Fresno County Economic Opportunities Commission (FCEOC) as Co-designees of this Rural CTSA. The current co-designation has not been updated since its inception and requires an update due to FCEOC's limited inclusion of outside agency service providers and use of its TDA Article 4.5 LTF funding on meal delivery services. FCRTA desires to update and change the co-designation of the Rural CTSA to FCRTA being the sole designee beginning fiscal year 2021-2022. As the sole Rural CTSA Designee, the FCRTA will decide whether to operate all of the Rural CTSA transportation services directly or to contract out any services to qualified social service organizations. Should FCRTA choose to contract out for services, an extensive Request For Proposals (RFP) process will be initiated to allow for qualified parties to bid.

Summary: Staff recommends Board approval Resolution No 2020-13. Staff further recommends Board approval of the Rural CTSA re-designation with FCRTA as the sole designee of the Rural CTSA beginning FY 2021-22.

4. OTHER BUSINESS

A. Items from staff.

B. Items from members.

5. ADJOURNMENT

FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

Executive Minutes

Thursday, June 25, 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 Victor Lopez, City of Orange Cove
 Mayor Alma Beltran, City of Parlier
 Mayor Pro Tem Mary Fast, City of Reedley
 Mayor Frank Gonzalez, City of Sanger
 Mayor Amarpreet Dhaliwal, City of San Joaquin
 Mayor Louis Franco, City of Selma

Moses Stites, General Manager
 Bryan Rome, County Counsel
 Janelle Del Campo, Operations Manager
 Jeaneen Cervantes, FCOG

Absent:

Supervisor Sal Quintero, Fresno County
 Mayor Rolando Castro, City of Mendota

1. **ROLL CALL** — Meeting called to order 7:22 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 May 28, 2020 [ATTACHMENT]
 - B. Fresno County Transportation Authority (FCTA) Measure C Allocation FY 2020-21 [APPROVE]
 - C. FCRTA Transportation Development Act (TDA) Claim [APPROVE]
 - D. FCRTA/FEOC CTSA Rural Transportation Development Act Claim [APPROVE]
 - E. Community Mobility Options Grant Application [APPROVE]
 - F. Amendment I to the Fresno Metro Ministry Contractor Services Agreement [APPROVE]

A motion was made by Mayor Lopez (Orange Cove) and second by Mayor Lander (Coalinga). A vote was called, and motion carried.

3. **ACTION ITEMS**

A. **FCRTA 2020-2021 Annual Budget [APPROVE]**

Moses informed the board you have before you for the fiscal year 2020-2021 Annual Budget for FCRTA it incorporates all the Inter and Intra-City routes as well. I'm pleased to announce we have a balanced budget for the 20-21 year with a \$ 7.3 million operating budget and we have capital reserved of \$ 26 million. A lot of that is used for individual infra structure as well as the proposed maintenance which will be built in Selma.

I can assure you that all they systems are fully funded and very pleased that we have Kerman and Reedley that joined FCRTA. The only subsystem that is not part of this network is Coalinga and staff is working on that future transition for FY 2021-22.

A motion was made by Mayor Franco (Selma) and second by Mayor Leon (Huron). A motion was made, and vote was called, and motion carried.

4. **OTHER ITEMS**

A. Items from Staff

Moses informed board that drivers were still delivering meals to the community and all routes were still in service with only the college routes that aren't in service.

B. Items from Members

Mayor Lopez informed the board the he would like for board to send prayers to Mayor Silva's family. Mayor Dhaliwal was able to attend the funeral and let the Board that Mayor Silva left a legacy to the Westside community.

5. **ADJOURNMENT**

A motion was made by Mayor Leon (Huron) and second by Mayor Pro-Tem Fast (Reedley). A vote was called, and motion carried.

Respectfully submitted,



Moses Stites
General Manager

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

This AGREEMENT, made and entered into this 1st day of August, 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 SAN JOAQUIN, 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 sheriff officer contracted through 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 Officer Observation Report attached hereto as Exhibit A and incorporated herein by reference.

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 \$48.08 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 agents, and employees and contracted sheriff's officers 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 has named Sheriff's Office ("Approved Subcontractors") as subcontractor(s) for the purposes of this Agreement. CITY 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.

CITY shall not assign 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

Elizabeth Nunez, City Manager
City of San Joaquin
21900 W Colorado Ave
San Joaquin, California 93660

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 SAN JOAQUIN

By _____
ELIZABETH NUNEZ, City Manager

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

By Bryan D. Rome E-Signed on July 17, 2020
BRYAN ROME, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By _____
SAN JOAQUIN CITY ATTORNEY

FRESNO COUNTY RURAL TRANSIT AGENCY

AGREEMENT FOR CONTRACTOR SERVICES

This AGREEMENT, made and entered into this ____ day of _____, 2020 (“Execution Date”) 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 Inspiration Transportation, a 501(C)3 California domestic non-profit corporation (hereafter referred to as "CONTRACTOR"), located at 510 W Kearney Blvd, Fresno, California 93706, and doing business as Inspiration Transportation. 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 contractor to operate a new alternative mobility rideshare program detailed in Section I. Paragraph A. (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. CONTRACTOR’S OBLIGATIONS

A. The CONTRACTOR shall perform all work necessary to operate the PROJECT. CONTRACTOR shall perform all operative and administrative tasks for the PROJECT. The PROJECT shall consist of providing social services transportation to the rural unincorporated communities of Fresno County, with specific emphasis in serving Biola and West Park residents with micro-transit rides to non-emergency doctor appointments, grocery stores, social services, and other related quality of life essential transportation. CONTRACTOR shall provide such micro-transit rides with 24-hour advance reservations and real time based dispatching, based on availability of drivers and vehicles.

B. CONTRACTOR shall perform the tasks and services contemplated by this Agreement according to the PROJECT as set in Section I. Paragraph A. 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 shall issue and provide maintenance for 1-3 Chevy Bolt Electric Vehicles for this PROJECT.

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

III. COMPENSATION

A. Total Compensation.

Notwithstanding any other provision in this Agreement, the basic fee for the services rendered shall be computed at the hourly thirty-seven dollars (\$37.00) per hour, billed in half-hour increments, and shall be limited by an amount not to exceed the sum of \$60,000.00.

B. Progress Payments.

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 Section I Paragraph A. Payment of said progress payments to CONTRACTOR shall be based upon FCRTA's evaluation of the completion of each respective component.

C. Invoices.

CONTRACTOR shall submit two copies of each invoice with adequate supporting documentation of work billed and costs charged by Task as set forth in Section I Paragraph A, to FCRTA, specifying those services which CONTRACTOR believes have been completed. The invoice shall specify: (1) hours worked multiplied times the billing rates, (2) an itemization of other direct cost and/or subcontractor fees; (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. Payment.

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. Disputes.

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.

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. TERMINATION

A. Termination Without Cause.

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. Breach of Contract.

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. Non-Allocation of Funds.

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, 2021, are subject to the inclusion of this project in the FCRTA FY21-22 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.

V. RIGHT TO PUBLISH/OWNERSHIP OF MATERIALS

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. INDEPENDENT CONTRACTOR

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 named 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 in accordance with the agreements between CONTRACTOR and 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. INDEMNITY

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. INSURANCE

The FCRTA shall secure and maintain throughout the term of this Agreement, or extensions thereof, automobile liability (Bodily Injury and Property Damage) not less than \$5,000,000 per occurrence;

The FCRTA shall provide the CONTRACTOR with valid certificates of insurance reflecting the above and further, that said coverage has the following endorsements:

1. In that the CONTRACTOR and their appointive and elective officers and employees are additionally named insured.
2. That said policy shall not be canceled or terminated except upon thirty (30) days prior written notice to the other Parties of this agreement.

Said certificates or other proof of the required insurance, acceptable to the CONTRACTOR, shall be provided before the Contractor commences performance under this Agreement or extensions thereof.

The CONTRACTOR shall report any and all accidents and incidents to the FCRTA General Manager as they occur. A written report, using FCRTA's Accident Form shall be submitted within twenty-four (24) hours of the occurrence. The accident/incident shall be rated under the following classifications: "preventable" or "non-preventable"; "at-fault" or "not-at-fault" to assist in risk management follow-up and on-going in-service training of all drivers. After review of the accident/incident, FCRTA will evaluate and determine which classification the accident/incident falls under to determine corrective action. FCRTA will make a determination of which classification based on review of police reports if available and DMV pull notice report. The Contractor shall assume any and all liability for non-compliance with this provision.

The CONTRACTOR will also be responsible to pay for "preventable" and "at fault" accidental damages, up to five thousand dollars (\$5,000.00). "Preventable" and "at fault" accidental damages will be based upon determination of the accident report based on transportation industry standards and the insurance company's assessment of damages. Specific financial arrangements shall be resolved between the Parties of this Agreement with the fiscal year (July through June) in which the accident occurred, as defined by the period of the contractual Agreement.

The CONTRACTOR shall secure and maintain workers compensation coverage as required by statute. The CONTRACTOR shall assume any and all liability for non-compliance with this provision.

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 Execution Date 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.

XIV. NOTICES

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

Inspiration Transportation
510 W Kearney Blvd,
Fresno, CA 9370

XV. PROJECT MANAGER

The CONTRACTOR's project manager shall be Matthew Gillian. 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 Exhibit A and taken into consideration the project team designated therein for this PROJECT, including but not limited to CONTRACTOR's designation of Matthew Gillian as the project manager for said PROJECT.

XVI. VENUE; GOVERNING LAW

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. COMPLIANCE WITH LAWS

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. SEVERABILITY

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. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES

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 A- "Drug Free Workplace Certification", attached hereto and incorporated herein by this reference as though set forth in full.

XXIV. INTEGRATED AGREEMENT

This Agreement 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.

(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 AGENCY

By _____
MOSES STITES, General Manager

CONTRACTOR,

By _____
MATTHEW GILLIAN, Executive Director

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

By Bryan D. Rome E-Signed on July 22, 2020
BRYAN ROME, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF INSPIRATION TRANSPORTATION:

By _____

Print _____

RESOLUTION # 2020-12**AUTHORIZATION FOR THE FCRTA GRANT APPLICATION TO THE
MEASURE C NEW TECHNOLOGY RESERVE GRANT PROGRAM**

WHEREAS, the FCRTA is an eligible project applicant and may receive funding from the Fresno County Transportation Authority's (FCTA) and Fresno Council of Government's (Fresno COG) Measure C New Technology Reserve Grant Program; and

WHEREAS, the FCRTA wishes to delegate authorization to execute these documents and any amendments thereto to the General Manager; and

WHEREAS, the FCRTA has prepared an Application in the amount of \$1,373,048.62 for the grant project of fifty UV Sterilizer Lights and four Build Your Dream (BYD) electric buses to be deployed on the FCRTA transit services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the FCRTA that the fund recipient agrees to comply with all conditions and requirements set forth in the FCTA and Fresno COG Measure C New Technology Grant Application document and any applicable statutes, regulations and guidelines for all FCTA and Fresno COG funded projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the General Manager, be authorized to make financial decisions, authorize the submittal of the application to the FCTA and Fresno COG, and implement the electric bus and UV sterilizer light project.

AGENCY BOARD DESIGNEE: MOSES STITES, GENERAL MANAGER

Passed and approved this 30th day of July, 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 July, 2020.

Signed _____
Moses Stites, General Manager

**BEFORE THE FRESNO COUNTY RURAL TRANSIT AGENCY
RESOLUTION NO. 2020-14**

In the matter of: RESOLUTION ADOPTING THE FRESNO COUNTY RURAL TRANSIT AGENCY MAINTENANCE AND OPERATIONS FACILITY PROJECT STUDY, APPROVING THE REQUEST OF A NEPA CATEGORICAL EXCLUSION: AND AUTHORIZATION TO FILE A NOTICE OF DETERMINATION

WHEREAS, the Fresno County Rural Transit Agency (FCRTA) desires a new maintenance facility; and

WHEREAS, in April 2018, the FCRTA designated the City of Selma as the preferred location for the new maintenance facility; and

WHEREAS, the FCRTA has pursued negotiations, planning, and environmental efforts for a 9.14-acre maintenance facility site at 1200 Valley View, in the City of Selma (Site); and

WHEREAS, the Site is currently undeveloped and not occupied; and

WHEREAS, the proposed project would construct a new maintenance and operations facility that would include a minimum of 4,900-square-foot maintenance shop devoted to light duty vehicles and vans, a minimum of 4,900-square-foot office and training facility for technician training in advanced transit vehicle technology. The proposed project would also include a bus wash that would apply State-mandated conservation practices such as on-site recycled water and filtering requirements; and

WHEREAS, the Fresno County Rural Transit Agency (FCRTA) Maintenance and Operations Facility Project Study was prepared pursuant to NEPA Statute and Guidelines; and

WHEREAS, pursuant to NEPA Section 106, FCRTA provided formal notification to 13 Native American Tribes and FCRTA received no responses from the tribal representatives during the 30-day comments period and this project will have no significant impact on the environment; and

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

SECTION 1. Recitals. All of the foregoing Recitals are true and correct. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

SECTION 2. NEPA Findings. For all of the reasons discussed in the FCRTA Maintenance and Operations Report, the project described meets the criteria for a NEPA categorical exclusion (CE) in accordance with 23 CFR 771.118.d.6 and authorization of the General Manager to execute and carry out all related activities for the maintenance facility, and no exceptions to the exclusion apply.

SECTION 3. Notice of Determination. The Board hereby directs staff to file a Notice of Determination with the Fresno County Clerk within five (5) working days of the adoption of this Resolution.

SECTION 4. Location of Documents. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the FCRTA's offices at: 2035 Tulare Street, Suite 201, Fresno, California 93721. The custodian for these records is the FCRTA's General Manager.

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

Signed _____
Moses Stites, General Manager

AMENDMENT III TO THE AGREEMENT FOR CONTRACTED SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
MV TRANSPORTATION

This Amendment III to Agreement ("Amendment II") amends that certain agreement entered into on July 31, 2018, between the FRESNO COUNTY RURAL TRANSIT AGENCY (herein after referred to as "FCRTA") and MV PUBLIC TRANSPORTATION INC., a transportation services firm formed under the laws in the State of California (herein after referred to as "CONTRACTOR"), whereby CONTRACTOR agreed to provide contractor services to FCRTA, (hereinafter referred to collectively as the "Agreement"); and

Whereas, an amendment to the Agreement is necessary to modify the hourly rate for contracted services beginning September 1, 2020; and

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

1. That existing ARTICLE I. AWARD OF A CONTRACT FOR TRANSIT SERVICE TO THE MV TRANSPORTATION, shall be deleted entirely and replaced with the following:

The FCRTA hereby agrees to engage the MV Public Transportation, Inc., (Contractor) to provide public transportation service to the referenced subsystems, from September 1, 2018 through August 31, 2021. The maximum amount of compensation to the Contractor, under this Agreement is not to exceed: \$2,727,689.76 for FY 2018-19; \$3,164,105.59 for FY 2019-20; and \$3,264,675.20 for FY 2020-21 provided no penalties or awards are assessed. **Exhibit-1** displays Contractor's proposal pricing for each fiscal year of this agreement.

This Agreement and its amendments, including FCRTA 2018 Operations and Maintenance Request for Proposals, the Proposal from the successful Contractor, and the exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

2. That existing Article IV. BILLING AND PAYMENT FOR SERVICE, shall be deleted in its entirety and replaced with the following:

For services rendered between September 1, 2020 through August 31, 2021, and subject to Article I and Exhibit - 2 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2020-21 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$46.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on September 1, 2020 and ending on August 31, 2021, under this Agreement is not exceed \$3,264,675.20, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$106,434.15 for the service year beginning on September 1, 2020 and ending on August 31, 2021 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2020-21 service year insurance costs prior to September 1, 2020.

3. 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 III to Agreement shall become effective on September 1, 2020.

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

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CONTRACTOR

By _____
Marie Meisenbach Gaul, EVP & CFO

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

E-Signed on
By Bryan D. Rome July 17, 2020
BRYAN ROME, Deputy County Counsel

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25
By Number of Vehicles, Total Service Hours, Proposed Hourly Rate and Calculated Contract Budgets

My Footnote: Client savings from 21-25 is **\$400K**

Assumptions: Baseline scenario assumes that Kernan and Rendley confound through 24-25 at an annual hourly increase of **\$4** hr

Exhibit 1

**BEFORE THE
FRESNO COUNTY RURAL TRANSIT AGENCY
RESOLUTION NO. 2020-15**

In the matter of:
Title VI Program

RESOLUTION ADOPTING THE FCRTA'S
UPDATED TITLE VI PROGRAM

WHEREAS, the Fresno County Rural Transit Agency (FCRTA) is a subrecipient of Federal Funds and has always, since its formation in 1979, been required to meet federal regulatory requirements pertaining to Title IV of the Civil Rights Act of 1964, as established by 49 CFR part 21.7; and

WHEREAS, the FCRTA has, and will continue to provide, annual "certifications and assurances" through the California Department of Transportation's (Caltrans) Mass Transit Program, to the Federal Transit Administration as required in order to demonstrate its understanding, adherence and compliance with title VI of the Civil Right Act; and

WHEREAS, the FCRTA) continues to assure that no person or group of persons on the basis of race, color, or national origin, including limited English proficient persons, are never to be subject to discrimination in any form, at any level, or quality of its "open to the general public" transit service programs and provided activities, whether federally funded or not; and

WHEREAS, the FCRTA assures that all residents and visitors of the rural areas of Fresno County outside of the Fresno-Clovis Metropolitan Area are afforded meaningful access to our programs, activities and services; and

WHEREAS, the FCRTA updates its Title VI Program to meet the current refined emphasis to the Federal Transit Administration's Guidelines and Requirements as they pertain to Title VI; and

THEREFORE, IT IS HEREBY RESOLVED, that the Fresno County Rural Transit Agency's Board of Directors approves and adopts the updated FCRTA Title VI Program, following an expressed opportunity for public comment.

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

AYES:

NOES:

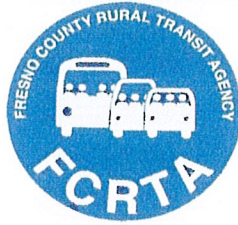
ABSTAIN:

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 July, 2020.

Signed _____
Moses Stites, General Manager



FCRTA BUS SERVICE

Change in Service

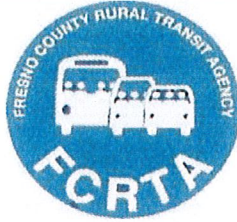
City of San Joaquin

Effective July 13th, 2020

**You will need to call in advance
(855) 612-5184 to make a
reservation for a ride.**

**Service times will be from 8:00 am
until 2:00pm Monday – Friday.**

**Thank you for your understanding
during this trying time.**



FCRTA BUS SERVICE

Cambio en el servicio Ciudad de San Joaquin Efectivo el 13 de Julio, 2020

Deberá llamar a (855) 612-5184 con anticipación para reservar un viaje.

**Horas/Días de servicio
Lunes a Viernes 8:00a.m–2:00 p.m**

Gracias por su cooperación

**BEFORE THE FRESNO COUNTY RURAL TRANSIT AGENCY
RESOLUTION NO. 2020-13**

In the matter of:
Fresno County
Rural CTSA Designation

RESOLUTION SUPPORTING CHANGE OF
RURAL CTSA FROM A CO-DESIGNATION
TO FCRTA BEING THE SOLE DESIGNEE

WHEREAS, As per the AB 120 legislation of 1979, the AB 120 Action Plan was created by the Fresno Council of Governments (FCOG) in 1982. This 1982 AB 120 Action Plan created the Rural Fresno County Consolidated Transportation Service Agency (CTSA) with the Fresno County Rural Transit Agency (FCRTA) and the Fresno County Economic Opportunities Commission (FCEOC) as Co-designees of this Rural CTSA.; and

WHEREAS, FCRTA has concluded that that the current Co-designation with FEOC be abolished as it considers this current arrangement to be outdated and the exclusion of other social service providers and over use of its TDA Article 4.5 LTF funds for meal delivery services; and

WHEREAS, the FCRTA now desires to terminate the Co-designation between FCRTA and FEOC effective 6/30/21 and request FCOG to change the rural CTSA co-designation of the Rural CTSA to FCRTA being the sole Designee effective 7/01/21; and

WHEREAS, the CTSA for the Fresno Metropolitan Area (FAX/City of Fresno) concur with the conclusions made by FCRTA regarding the reasons to have FCRTA be the sole Designee of the Rural CTSA; and

WHEREAS, the FCRTA would then continue as the sole Designee of the Rural CTSA beginning in Fiscal Year 2021-2022 in compliance with the AB 120 action plan on how to implement the Rural CTSA for rural Fresno County; and

WHEREAS, as the sole Rural CTSA Designee, the FCRTA will determine whether to operate all the Rural CTSA social service transportation directly or to contract out any services to qualified social service organizations. Should FCRTA choose to contract out for services, an extensive Request For Proposals (RFP) process will be initiated to allow for qualified agencies to bid; and

WHEREAS, as the FCRTA would prepare the current Operations Program & Budget (OPB) within the FCRTA annual budget. FCRTA would continue to file the annual CTSA claim, however FCRTA would have sole administrative responsibility and award the funding consistent with the goals and objectives of the AB 120 Action Plan and FCOG requirements of the CTSA for TDA Article 4.5 LTF funding similar to the effective and efficient Clovis CTSA model acting as sole designee.

NOW, THEREFORE, BE IT RESOLVED, that the FCRTA Board of Directors does affirm its intent to be the sole Designee of the Fresno County Rural CTSA beginning on July 1, 2021; and to request FCOG to terminate this Co-designated status between the two agencies effective 6/30/21.

IT IS FURTHER RESOLVED, that the FCRTA General Manager is authorized to take the required actions and execute any and all said Agreements and Contracts pertaining to the changing of the Fresno County Rural CTSA designation to FCRTA becoming the sole Rural Designee

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

Signed _____
Moses Stites, General Manager