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

DATE: Thursday, June 30, 2022
TIME: 5:30pm, **AFTER** the Fresno Council of Governments (FCOG) Meeting
PLACE: FCOG / FCRTA Offices
Sequoia Conference Room
2035 Tulare Street, Suite 201
Fresno, CA 93721
(Corner of Tulare and Van Ness Ave. - above Club One
Park in Underground Garage - Entrance off Tulare & Van Ness Ave.
Exit Elevator on Tulare St., Turn Left, Enter Lobby Door,
Up Elevator to Second Floor, Left to Sequoia Conference Room)

Americans with Disabilities Act (ADA) Accommodation

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

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.

THE FRESNO COUNCIL OF GOVERNMENTS AND FRESNO COUNTY RURAL TRANSIT AGENCY BOARD MEETINGS WILL TAKE PLACE IN PERSON AT THE FRESNO COG SEQUOIA ROOM AND VIA ZOOM.

Join Zoom Meeting:

<https://us06web.zoom.us/j/89674928597?pwd=ZWpVV2tkaitLTGFaaHc4SmpMYThHUT09>

Join by Phone: (669) 900-6833

Meeting ID: 896 7492 8597

Passcode: 696742

If you wish to address the Board during the public comment portion of the agenda, click on the "Reactions" at the bottom center of your PC or Mac screen. Select the Hand icon, click the icon to "RaiseHand". Your digital hand will now be raised.

When on the phone, if you wish to address Policy Board during the public comment portion of the agenda, Press *9 to "RaiseHand" and we will select you from the meeting cue.

****If joining by phone use *6 to unmute and mute yourself.** When joining the meeting all participants are automatically muted. Do NOT use the mute function on your land line phone or cell phone.

Those addressing Policy 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.

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

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. ACTION ITEMS

A. FCRTA 2022-2023 Annual Budget [APPROVE]

Summary: The Budget has been prepared to reflect the Fresno Council of Governments (FCOG) 2018 Regional Transportation Plan (RTP) and the Short Range Transit Plan for the Rural Fresno County Area for 2022-2026. The Budget and narrative recommends the implementation of programmed service improvements and continuation of existing services. The budget, which may require periodic amendments during the 2022-2023 fiscal year, is available on FCRTA's website ruraltransit.org.

Action: Open the public hearing, receive comments, and close the public hearing. Staff recommends Board approval of the FY 2022-23 Budget and adoption of Resolution No.2022-07.

3. CONSENT ITEMS

A. Approve Minutes of May 26, 2022 [ATTACHMENT]

B. Approve Minutes of June 9, 2022 [ATTACHMENT]

C. Consolidated Transportation Services Agency (CTSA) Operations Program & Budget FY 2022-23 [APPROVE]

Summary: The Consolidated Transportation Service Agency's (CTSA) Operations Program and Budget (OPB) for 2022-23 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. Sole-designee for the urban CTSA is the City of Fresno/FAX and the sole-designees for the rural CTSA is the Fresno County Rural Transit Agency (FCRTA). For FY 2022-23 the rural LTF pass through totals \$200,000 for FCRTA to provide social service transportation including meal delivery as needed in the rural areas.

Action: Staff recommends Board approval of the Consolidated Transportation Services Agency (CTSA) Operations Program & Budget FY 2022-23.

D. Amendment II to the Fresno Economic Opportunities Commission Contractor Services Agreement [APPROVE]

Summary: In 2020, the FCOG re-designated the CTSA's in the following: FCRTA is now the sole designee for Rural Fresno County and administers the funding, activities, and transportation programs of all CTSA service providers in Rural Fresno County and the City of Fresno (FAX) is the sole designee for the Fresno Metropolitan Area and administers the funding, activities, and transportation programs of all CTSA service providers within the Fresno Metropolitan Area. Through a NOFA process, Fresno Economic Opportunities Commission (FEOC) was selected as the primary provider of CTSA services. The Board approved in June 2021, the Contractor Services Agreement with FEOC to provide the CTSA services. It is necessary and desirable that FCRTA extend this agreement until June 30, 2023 to continue to provide CTSA services to rural Fresno County. The Amendment II to the FEOC Contractor Services Agreement is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of Amendment II to the FEOC Contractor Services Agreement.

E. Temporary Maintenance Facility Lease Agreement Extension [APPROVE]

Summary: The Board approved in June 2021, the one (1) year lease agreement (8/15/2021-8/15/2022) for a temporary maintenance facility while the permanent maintenance facility is being built. The temporary site in Selma is 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 (8/15/2022-8/15/2023).

F. Safety and Security Service Agreements for FY 2022-23 [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 all 13 member agencies and FCRTA. Our passenger incidents and 911 calls have decreased over the five (5) 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 available at the FCRTA website www.ruraltransit.org.

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 2022-2023.

G. Amendment II to the Walker Contractor Services Agreement [APPROVE]

Summary: The Board approved in June 2021, the extension to the Contractor Services Agreement with Walker Consultants in the amount not to exceed \$60,000. It is necessary and desirable that FCRTA extend this agreement until June 30, 2023 to continue to provide technical assistance with specific transit related EV, mobility and capital grant projects. FCRTA anticipates pursuing additional local, state and federal funding opportunities and will require the additional technical assistance. The Amendment II to the Walker Consultants Contractor Services Agreement is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of Amendment II to the Walker Consultants Contractor Services Agreement in the amount not to exceed \$60,000.

H. Amendment II to the Inspiration Transportation Contractor Services Agreement [APPROVE]

Summary: The Board approved in July 2021, the extension to the Contractor Services Agreement with Inspiration Transportation. It is necessary and desirable that FCRTA extend this agreement until June 30, 2023 to continue to provide a rural rideshare service to provide access to rides to isolated and disadvantaged communities in Biola and West Park. FCRTA will only be providing the dispatching software and tablets to Inspiration Transportation. The Amendment II to the Inspiration Transportation Contractor Services Agreement is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of Amendment II to the Inspiration Transportation Contractor Services Agreement.

I. Kings Area Rural Transit Agreement for FY 2022-23 [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, Valley Children's Clinic in Fowler, Downtown Fresno, Community Regional Center, Veterans Hospital, Fresno Kaiser and Children's Hospital. This agreement is for \$60,000 and is effective 7/01/22 to 6/30/23. 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.

J. Amendment VI to the Agreement for Contractor Services with MV Transportation [APPROVE]

Summary: The Board approved in September 2020 Amendment IV to the Agreement for Contractor Services with MV. This Amendment IV continued contracted services with MV Transportation for an additional 4 years (2021-2025) which was an option in the 2018 Request for Proposal (RFP). This Amendment required approval from Caltrans staff as they approved the original 2018 RFP and Contractor Services Agreement. Staff is recommending extending the contractor services agreement for the 2nd year of the 4 option years. Caltrans has reviewed and approved Amendment VI on May 19, 2022. The approval letter from Caltrans and the Amendment VI to the Agreement for Contractor Services with MV Transportation is attached for your review (ATTACHMENT).

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

K. Amendment III to the Agreement for Maintenance Services with City of Selma [APPROVE]

Summary: As a result of the 2018 Request for Proposals (RFP), City of Selma was awarded a three (3) year agreement to provide maintenance services to the FCRTA vehicle fleet. Staff is recommending extending the maintenance services agreement. The option to renew the contract for an additional 4 years in one year increments was included as an option in the 2018 RFP. Amendment III to the Agreement for Maintenance Services with City of Selma is attached for your review (ATTACHMENT).

Action: Staff recommends Board approval of the Amendment III and authorize General Manager to execute Amendment III to the Agreement for Maintenance Services with City of Selma.

L. FCRTA Transportation Development Act (TDA) Claim [APPROVE]

Summary: FCRTA is claiming \$ in Transportation Development Act funding in support of the \$15,301,604 FY 2022-23 operating budget and \$45,735,930.67 capital budget. In 2020, the FCOG re-designated the CTSA's and FCRTA is now the sole designee for Rural Fresno County and administers the funding, activities, and transportation programs of all CTSA service providers in Rural Fresno County. FCRTA is claiming \$739,269 in Transportation Development Act (TDA) Article 4.5 funding in support of the 2022-23 Rural Consolidated Transportation Service Agency (CTSA) budget. FCRTA pass through totals \$200,000 for FCRTA to provide social service transportation and meal delivery in the rural areas and \$539,269 of the funding to FEOC through a Contractor Services Agreement to provide CTSA social service transportation. This is in compliance with the Rural CTSA objectives. The CTSA OPB is available on Fresno COG's website fresnocog.org and the FCRTA website www.ruraltransit.org. The TDA Claim is attached for your review (ATTACHMENT).

Action: Staff recommends Board approval of the TDA claim and adoption of Board Resolution No. 2022-09.

M. New Technology Grant Application- Resiliency Hub Project [APPROVE]

Summary: FCRTA is submitting an application to the FCOG New Technology Grant Program to construct a resiliency hub, including a solar carport and electric vehicle charging system on a public parking lot located at 1399 Draper Street, Kingsburg, CA 93621, adjacent to the Fresno County Kingsburg Branch Library. The solar carport will include Level II electric vehicle charging infrastructure that will enable

FCRTA to transition to a fully electric vehicle fleet. The solar carport and EV charging system will help FCRTA overcome these challenges by powering their electric vehicle (EV) fleet and allowing FCRTA to expand their innovative on-demand EV Micro Transit service to bring more riders to the system and better connect rural communities to jobs, healthcare, social services, and other quality of life locations. The solar chargers would also further reduce reliance on the electrical grid, bringing FCRTA's fleet closer to zero emission and net zero solution.

Action: Staff recommends Board approval of the New Technology Grant application in the amount of \$598,000 and adoption of Resolution No. 2022-08.

N. New Technology Grant Application- Inductive Charging Unit Project [APPROVE]

Summary: FCRTA is submitting an application to the FCOG New Technology Grant Program to install a WAVE inductive charging unit at the FCRTA Maintenance Facility in Selma. The inductive charging unit provides a wireless, fast charger, without a plugin requirement that will enable FCRTA to quickly charge vehicles providing an efficient method to extend the mileage range of the bus to complete the route. The in-ground inductive rapid charging stations have a low profile and limited associated infrastructure. The WAVE inductive charging unit is a critical component for FCRTA to achieve the transition from gasoline and CNG vehicles to EV and ZEVs.

Action: Staff recommends Board Approval of the New Technology Grant application in the amount of \$469,250 and adoption of Resolution No. 2022-10.

O. AB 361- Future Board Meetings [APPROVE]

Summary: On Sept. 15, 2021, Governor Newsom signed Assembly Bill (AB) 361, amending the Ralph M. Brown Act to allow local agency councils, boards and committees to continue conducting public meetings remotely during a state of emergency after Oct. 1, 2021, so long as they make specific findings every 30 days, and ensure conditions related to public participation are satisfied. Under the Brown Act, the Policy Board, the FCRTA Board, TTC and PAC and other Fresno COG committees are considered "legislative bodies," according to the Fresno County Counsel's office. Under the urgency legislation, a local agency may use the more "relaxed" Brown Act teleconferencing/videoconferencing requirements in any of the following circumstances:

- There is a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
- There is a proclaimed state of emergency, and the local agency's meeting is to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- There is a proclaimed state of emergency, and the local agency has determined, by majority vote, that as a result of the emergency meeting in person would present an imminent risk to the health or safety of attendees.

AB 361 defines a "state of emergency" as a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act. Importantly, this includes the Governor's proclaimed state of emergency due to the COVID-19 pandemic. To continue to rely on the relaxed video/teleconferencing provisions, the local agency must reconsider the circumstances of the state of emergency and make the following findings by majority vote, **every 30 days**:

- The state of emergency continues to directly impact the ability of members to meet safely in person; or
- State or local officials continue to impose or recommend measures to promote social distancing.

The recommended finding under this option would be that "The Board, meeting during a proclaimed state of emergency, has determined by majority vote, pursuant to AB 361 subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees."

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

While the Board has the option of using teleconferencing, as was available prior to COVID restrictions, the Brown Act requires: 1) a quorum of the legislative body to participate from within the boundaries of the agency's jurisdiction, 2) the public agency to post notice of each teleconference location, and 3) the public be allowed to address the legislative body from each teleconference location. These requirements place a significant burden on both Board members and staff.

Action: Staff recommends two actions:

- 1) That the Board issue the following findings: (a) The Board has reconsidered the circumstances of the state of emergency; and (b) As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- 2) Reaffirm Resolution 2022-01 from Jan. 6, authorize the Board and subordinate legislative bodies to conduct their meetings in accordance with remote participation by teleconference in the manner provided by Government Code section 54953, subd. (e) through July 28, and direct staff to continue providing video/teleconferencing provisions for all FCRTA Board meetings through July 28.

4. OTHER BUSINESS

A. Items from staff.

B. Items from members.

5. ADJOURNMENT

**BEFORE THE
FRESNO COUNTY RURAL TRANSIT AGENCY
RESOLUTION NO. 2022-07**

In the matter of:
2022-2023 BUDGET

RESOLUTION ADOPTING THE
BUDGET FOR FY 2022-23

WHEREAS, the Fresno County Rural Transit Agency (FCRTA) has prepared a comprehensive Budget reflecting anticipated revenues and expenditures for both capital and operations associated with the Agency's twenty-two (22) sub-system service providers; and

WHEREAS, the Budget was subjected to a forty-five (45) day review process; and

WHEREAS, each Member Agency's Policy Board has had the opportunity to specifically review the Budget; and

WHEREAS, each Member Agency supports the proposed Budget. And has agreed to set-aside negotiated Transportation Development Act (TDA) funds for stipulated purposes; and

WHEREAS, the Board of Directors has invited the general public to comment on the Budget; and

WHEREAS, the Budget must be adopted in order to continue providing the necessary financial support to the rural public transit system.

THEREFORE, IT IS HEREBY RESOLVED, that the Fresno County Rural Transit Agency does hereby adopt its Budget for 2022-23 totaling fifteen million, three hundred and one thousand, and six hundred and four dollars (\$15,301,604).

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 30th day of June, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed _____
Michelle Roman, Chairperson

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 June, 2022.

Signed _____
Moses Stites, General Manager

Executive Minutes

Thursday, May 26, 2022 at 5:30 P.M after COG Policy Board Meeting

COG Sequoia Conference Room

2035 Tulare St., Suite 201, Fresno, CA

Members Attending:

Councilmember, Michelle Roman, City of Kingsburg

Mayor Gary Yep, City of Kerman

Mayor Rey Leon, City of Huron

Mayor Rolando Castro, City of Mendota

Mayor Alma Beltran, City of Parlier

Mayor Mary Fast, City of Reedley

Mayor Scott Robertson, City of Selma

Mayor Eli Ontiveros, City of Sanger

Mayor Julia Hernandez, City of San Joaquin

Moses Stites, General Manager

Janelle Del Campo, Operations Manager

Bryan Rome, County Counsel

Brenda Veenendaal, FCOG

Absent:

Mayor Brady Jenkins, City of Firebaugh

Councilmember Daniel Parra, City of Fowler

Mayor Ron Ramsey, City of Coalinga

Mayor Victor Lopez, City of Orange Cove

Supervisor Sal Quintero, Fresno County

1. **ROLL CALL** — Meeting called to order 8:18 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 Minutes of May 26, 2022 [ATTACHMENT]**

B. **Federal Transit Administration (FTA) Section 5311 Applications [APPROVE]**

C. **FCRTA New Maintenance Facility Project Update [INFORMATION]**

A motion was made by Mayor Ontiveros (Sanger) and second by Mayor Yep (Kerman).

A vote was called, and motion carried.

3. **ACTION ITEMS**

A. **Return to In-person Meetings [ACTION]**

Moses informed the Board that in order for the conditions of AB 361 to still apply and have hybrid meetings the Board needs to make specific findings every 30 days and

since the May and June meeting exceed the 30 days a special meeting will be required. The Board decided on June 9th for the special meeting.

A motion was made by Mayor Fast (Reedley) and second by Mayor Castro (Mendota). A vote was called, and motion carried.

4. **OTHER ITEMS**

A. Items from Staff

Moses informed the Board the FCRTA provided a presentation to CARB that included FCRTA's projects. FCRTA will be providing multiple special trips including; Mendota food distribution, Kingsburg summer recreation program, and the FCOG Policy Conference.

Moses informed the Board that the General Manager employment agreement expires on 9/30/22 and Mayor Ontiveros (Sanger), Mayor Fast (Reedley), Mayor Ramsey (Coalinga), and Mayor Robertson (Selma) were selected to be on the committee. The committee will be meeting soon to discuss the agreement.

B. Items from Members

None Reported.

5. **ADJOURNMENT @ 8:34p.m.**

Respectfully submitted,



Moses Stites
General Manager

Executive Minutes

Thursday, June 9, 2022 at 5:30 P.M FCRTA Special Meeting
COG Sequoia Conference Room
2035 Tulare St., Suite 201, Fresno, CA

Members Attending:

Mayor Ron Ramsey, City of Coalinga
Supervisor Sal Quintero, Fresno County
Mayor Julia Hernandez, City of San Joaquin
Mayor Gary Yep, City of Kerman
Councilmember, Michelle Roman, City of Kingsburg
Mayor Brady Jenkins, City of Firebaugh
Councilmember Daniel Parra, City of Fowler
Mayor Rolando Castro, City of Mendota
Mayor Alma Beltran, City of Parlier
Mayor Mary Fast, City of Reedley
Mayor Eli Ontiveros, City of Sanger

Moses Stites, General Manager
Janelle Del Campo, Operations Manager
Alison Samarin, County Counsel
Brenda Veenendaal, FCOG

Absent:

Mayor Rey Leon, City of Huron
Mayor Victor Lopez, City of Orange Cove
Mayor Scott Robertson, City of Selma

1. **ROLL CALL** — Meeting called to order 5:39 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. **ACTION ITEMS**A. **AB-361 Board Meeting Format (ACTION)**

Moses thanked the Board for attending the Special Board Meeting. Moses informed the Board you have before you an item and a proposed staff recommendation extending the state of emergency and continuing video/teleconferencing for the FCRTA Board meeting through July 8, 2022. Moses stated that staff recommends two actions:

1) That the Board issue the following findings: (a) The Board has reconsidered the circumstances of the state of emergency; and (b) As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

2) Reaffirm Resolution 2022-01 from Jan. 6, authorize the Board and subordinate legislative bodies to conduct their meetings in accordance with remote participation by teleconference in the manner provided by Government Code section 54953, subd. (e)

through July 8, and direct staff to continue providing video/teleconferencing provisions for all FCRTA Board meetings through July 8.

A motion was made by Mayor Beltran (Parlier) and second by Mayor Fast (Reedley). A vote was called, and motion carried.

3. **ADJOURNMENT @ 5:44 p.m.**

Respectfully submitted,

A handwritten signature in blue ink that reads "Moses Stites". The signature is written in a cursive, flowing style.

Moses Stites
General Manager

AMENDMENT II TO THE AGREEMENT BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION

This Amendment II to Agreement ("Amendment II") amends that certain agreement entered into on June 25, 2021 (hereinafter referred to as "Agreement"), between the FRESNO COUNTY RURAL TRANSIT AGENCY (herein after referred to as "FCRTA") and FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION, (herein after referred to as "CONTRACTOR"), whereby CONTRACTOR agreed to provide contractor services to FCRTA. FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" or individually as a "Party."

Whereas, the Parties entered into an Agreement ("Agreement") on June 25th, 2021 by Amendment I on February 24, 2022 and Contractor provides social services transportation to the rural areas of Fresno County as detailed in the Urban & Rural Social Service Transportation Proposed Operations Program & Budget FY 2022-2023; and

Whereas, an amendment to the Agreement is necessary to extend the agreement into the next fiscal year under this Agreement; and

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

1. That existing Section III. A. Total Compensation; shall be deleted in its entirety and replaced with the following:

Notwithstanding any other provision in this Agreement, the basic fee for the services rendered shall be limited by an amount not to exceed the sum of FIVE HUNDRED THIRTY NINE THOUSAND TWO HUNDRED AND SIXTY NINE DOLLARS (\$539,269) as detailed in Exhibit A. CONTRACTOR shall use carryover balances for Rural CTSA services with Rural LTF funds from previous years prior to using FY 2022-23 funds.

2. That existing Section XIII. Effective Date, Term; shall be deleted in its entirety and replaced with the following:

This Agreement shall become effective as of the Execution Date and shall remain in full force and effect through June 30, 2023 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.

3. This Amendment II to Agreement shall become effective on July 1, 2022 ("Effective Date").
4. Upon the Effective Date, the Agreement, the Amendment I and Amendment II shall together constitute the Agreement.

5. Unless expressly modified by the terms of this Amendment II, all terms of the Agreement remain in full force and effect.
6. 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 Amendment II, and that the individual signing this Amendment II on behalf of such Party has been duly authorized to execute this Amendment II on behalf of such Party, and will, by signing this Amendment II on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment II. 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 Amendment II in order for such Party to authorize, enter into, and perform its obligations under this Amendment II, or that if such approval or consent to this Amendment II is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this document the ____ day of _____, 2022.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

FRESNO COUNTY OPPORTUNITIES COMMISSION

By _____
EMILIA REYES, Chief Executive Officer

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

E-Signed by
Bryan D. Rome
By Bryan D. Rome June 16, 2022
BRYAN ROME, Deputy County Counsel

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

This Amendment IV to Agreement ("Amendment IV") amends that certain lease agreement entered into on August 20, 2018 (hereinafter referred to as "Agreement"), between the FRESNO COUNTY RURAL TRANSIT AGENCY (herein after 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 (herein after referred to as PROPERTY) to TENANT. LANDLORD and TENANT may be referred to herein collectively as the "Parties" or individually as a "Party."

Whereas, the Parties entered into an Amendment I to the Agreement ("Amendment I") on July 17th, 2019, extending the term of the lease by one year; and

Whereas the Parties entered into an Amendment II to the Agreement ("Amendment II") on June 13th, 2020, extending the term of the lease by one additional year; and

Whereas the Parties entered into an Amendment III to the Agreement ("Amendment III") on June 4th, 2021, extending the term of the lease by one additional year; and

Whereas, the Parties wish to extend the term of the lease by one additional year; and

Whereas, an amendment to the Agreement is necessary to extend the lease 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, 2022, and terminating on August 20, 2023 (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. This Amendment IV to Agreement shall become effective on June 30, 2022 ("Effective Date").
3. Upon the Effective Date, the Agreement, Amendment I, Amendment II, Amendment III, and this Amendment IV shall together constitute the Agreement.

4. Unless expressly modified by the terms of this Amendment IV, all terms of the Agreement remain in full force and effect.
5. 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 Amendment IV, and that the individual signing this Amendment IV on behalf of such Party has been duly authorized to execute this Amendment IV on behalf of such Party, and will, by signing this Amendment IV on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment IV. 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 Amendment IV in order for such Party to authorize, enter into, and perform its obligations under this Amendment IV, or that if such approval or consent to this Amendment IV is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this document the ____ day of _____, 2022.

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

E-Signed by
Bryan D. Rome
By Bryan D. Rome June 16, 2022
BRYAN ROME, Deputy County Counsel

AMENDMENT II TO THE CONTRACTOR SERVICES AGREEMENT BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
WALKER CONSULTANTS

This Amendment II to Agreement ("Amendment II") amends that certain agreement entered into on October 30, 2020 (hereinafter referred to as "Agreement"), between the FRESNO COUNTY RURAL TRANSIT AGENCY (herein after referred to as "FCRTA") and WALKER CONSULTANTS, (hereinafter referred to as "CONTRACTOR"), whereby CONTRACTOR agreed to provide contractor services to FCRTA, (herein after referred to collectively as the "Agreement"). FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" or individually as a "Party."

Whereas, the Parties wish to extend the term of the Agreement by one year; and

Whereas, an amendment to the Agreement is necessary to extend the agreement into the next fiscal year and to increase the maximum compensation payable under the Agreement.

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

1. That existing Section III. A. TOTAL COMPENSATION: shall be deleted in its entirety and replaced with the following:

Notwithstanding any other provision in this Agreement, the basic fee for the services rendered shall be computed at the hourly and cost rates as set forth in Exhibit A (CONTRACTOR's Scope of Work & Project Timeline), and shall be limited by an amount not to exceed the sum of \$60,000.00.

2. That existing Section XIII. EFFECTIVE DATE, TERM: shall be deleted in its entirety and replaced with the following:

This Agreement shall become effective as of the date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2023 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.

3. This Amendment II to Agreement shall become effective on June 30, 2022 ("Effective Date").
4. Upon the Effective Date, the Agreement, the Amendment I, and this Amendment II shall together constitute the Agreement.
5. Unless expressly modified by the terms of this Amendment II, all terms of the Agreement remain in full force and effect.

6. 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 Amendment II, and that the individual signing this Amendment II on behalf of such Party has been duly authorized to execute this Amendment II on behalf of such Party, and will, by signing this Amendment II on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment II. 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 Amendment II in order for such Party to authorize, enter into, and perform its obligations under this Amendment II, or that if such approval or consent to this Amendment II is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this document the ____ day of _____, 2022.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CONTRACTOR

By _____
CHRISSY MANCINI NICHOLS, Project Manager

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

E-Signed by
Bryan D. Rome
By Bryan D. Rome June 16, 2022
BRYAN ROME, Deputy County Counsel

Exhibit A

Scope of Work & Project Timeline

Introduction

- FCRTA pursues numerous local, state and federal grant funding opportunities to assist with various capital and operational transit projects. It is necessary and desirable that FCRTA retain a firm to provide technical assistance with specific transit planning and analysis, EV, mobility and capital grant projects.
- FCRTA has numerous ongoing innovative projects and it is necessary to retain a firm to provide technical planning, analysis, and evaluation assistance for those projects to ensure their success.

Tasks

- Contractor will work interactively with FCRTA to provide support on a variety of projects including state, federal and local grant projects that includes but is not limited to; Measure C New Technology Grant, FCOG Sustainable Infrastructure Planning Grant, Caltrans Sustainable Communities Planning Grant, FTA 5339(b) Bus and Bus Facilities Grant, Federal Transit Administration competitive grants, Transit and Intercity Rail Capital Program (TIRCP), National Rural Transit Assistance Program (RTAP) and CalSTART Clean Mobility Options Grant.
- Contractor will provide assistance with transit planning, policy, analysis and evaluation on existing FCRTA projects and service.
- Contractor will provide technical assistance with development and implementation on future FCRTA grant projects that include transit planning, policy, analysis, and evaluation.
- Contractor will provide technical assistance with development and implementation on future FCRTA grant projects that include outreach and engagement.
- Contractor will perform various research, data analysis, budgetary analysis, program analysis and computer research functions to support FCRTA's projects.
- Contractor will create various data and research material to support FCRTA's grant projects including; service planning and analysis, evaluation and monitoring, and community meeting support as required by funding sources prior to submittal.
- Contractor will evaluate and assist in microtransit projects.

Project Timeline & Reports

Timeline	Description	Cost
June 30, 2022	FCRTA Board considers Contractor Agreement for approval	
July 1, 2022	Agreement is executed with FCRTA and Contractor	
July 2, 2022	Work initiates with FCRTA and Contractor on SOW	
June 30, 2023	Work is completed with FCRTA and Contractor on SOW	
	Hours will be billed at \$100/hr. Project Not-to-Exceed	\$60,000
	Total	

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

AMENDMENT II TO AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
INSPIRATION TRANSPORTATION

This Amendment II to Agreement (hereinafter "Amendment II") amends that certain Agreement for Contractor Services (hereinafter "Agreement"), entered into on July 31, 2020, between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter "FCRTA") and INSPIRATION TRANSPORTATION, (hereinafter "CONTRACTOR"), whereby CONTRACTOR agreed to provide contractor services to FCRTA. FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" to this Agreement and individually as a "Party."

Whereas, the term of the Agreement is currently set to terminate on June 30, 2022; and

Whereas, the Parties wish to extend the term of the Agreement through

Whereas, an amendment to the Agreement is necessary to extend the Agreement into the next fiscal year; and

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

1. That existing Section I. CONTRACTOR'S OBLIGATIONS shall be deleted in its entirety and replaced with the following:

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 will cover 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 service and other related quality of life essential transportation. This will be provided 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 provide Electric Vehicles for this PROJECT. CONTRACTOR shall, at its sole expense, reasonably ensure that said vehicles are in good, operable condition, and shall, at its sole expense, provide automobile insurance policies which cover the CONTRACTOR's use of the vehicles and meet or exceed State minimum insurance standards as well as reasonable driver training, drug and alcohol testing for CONTRACTOR'S drivers.

D. 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.

2. That existing Section II. FCRTA's OBLIGATIONS shall be deleted in its entirety and replaced with the following:

A. FCRTA shall make dispatching software and tablets available to CONTRACTOR for CONTRACTOR's use in performing its obligations under this Agreement and the PROJECT.

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

3. That existing Section III. COMPENSATION shall be deleted in its entirety and replaced with the following:

The Parties understand, acknowledge, and agree that FCRTA will not be providing monetary compensation to CONTRACTOR beginning July 1, 2022.

4. That existing Section XIII. EFFECTIVE DATE, TERM: shall be deleted in its entirety and replaced with the following:

This Agreement shall become effective as of the date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2023 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.

5. This Amendment II to Agreement shall become effective July 1, 2022 (hereinafter "Effective Date").
6. Upon the Effective Date, the Agreement, the Amendment I, and this Amendment II shall together constitute the Agreement.
7. Unless expressly modified by the terms of this Amendment II, all terms of the Agreement remain in full force and effect.
8. 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 Amendment II, and that the individual signing this Amendment II on behalf of such Party has been duly authorized to execute this Amendment II on behalf of such Party, and will, by signing this Amendment II on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment II. 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 Amendment II in order for such Party to authorize, enter into, and perform its obligations under this Amendment II, or that if such approval or consent to this Amendment II is required, that such approval or consent has been obtained.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have executed this document the ____ day of _____, 2023.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CONTRACTOR

By _____
MATTHEW GILLIAN, Executive Director

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

E-Signed by
Bryan D. Rome
June 16, 2022
By Bryan D. Rome
BRYAN ROME, Deputy County Counsel

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

This Amendment VI to Agreement ("Amendment VI") amends and restates a prior fifth amendment (hereinafter "Prior Amendment V"), approved on June 24, 2021, and amends that certain Agreement for Contracted Services (hereinafter "Agreement"), entered into on July 31, 2018, between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter "FCRTA") and MV PUBLIC TRANSPORTATION INC., a transportation services firm formed under the laws in the State of California (hereinafter "CONTRACTOR"), whereby CONTRACTOR agreed to provide contractor services to FCRTA. FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" and singularly as a "Party."

Recitals:

A. The Agreement between FCRTA and CONTRACTOR had a three-year term and was set to expire on September 1, 2021.

B. The Agreement was amended by Amendment I, approved on June 27, 2019, by Amendment II, approved on November 21, 2019, by Amendment III, executed on August 12, 2020, and by Amendment IV and V executed on July 21, 2021.

C. The Agreement has been extended for up to four (4) additional years, in one-year increments, subject to Caltrans FTA Programs Procurement Oversight Branch and FCRTA Board of Directors approval.

D. On July 21, 2021, the Parties approved Amendment IV, which extended the term of the Agreement by the full four (4) additional years.

E. Pursuant to the terms of the Agreement and the direction of Caltrans FTA Programs Procurement Oversight Branch, the Parties wish to extend the term of the Agreement for its second one-year increment, through August 31, 2023.

F. The Parties agree that an amendment to the Agreement is necessary and desirable to extend the contracted services through August 31, 2023.

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

1. Notwithstanding anything to the contrary in the Agreement, the term of the Agreement is extended through August 31, 2023.
2. 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, 2025. 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; \$3,264,675.20 for FY 2020-21; \$3,477,588.00 for FY 2021-22; \$3,619,531.20 for FY 2022-23; \$3,761,473.00 for FY 2023-24; and \$3,974,387.20 for FY 2024-25 provided no

penalties or awards are assessed. **Exhibit - 1** displays Contractor's proposal pricing for each fiscal year of this agreement.

This Agreement, 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."

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

A. 2022-23 Service Year

For services rendered between September 1, 2022 through August 31, 2023, and subject to Article I and Exhibit - 1 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25 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 \$51.00 - 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, 2022 and ending on August 31, 2023, under this Agreement is not exceed \$3,619,531.20, 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 \$108,197.66 for the service year beginning on September 1, 2022 and ending on August 31, 2023 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2022-23 service year insurance costs prior to September 1, 2022."

B. 2023-24 Service Year

For services rendered between September 1, 2023 through August 31, 2024, and subject to Article I and Exhibit - 1 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25 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 \$53.00 - 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, 2023 and ending on August 31, 2024, under this Agreement is not exceed \$3761,473.60, 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 \$109,092.66 for the service year beginning on September 1, 2023 and ending on August 31, 2024 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2023-24 service year insurance costs prior to September 1, 2023."

C. 2024-25 Service Year

For services rendered between September 1, 2024 through August 31, 2025, and subject to Article I and Exhibit - 1 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25 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 \$56.00 - 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, 2024 and ending on August 31, 2025, under this Agreement is not exceed \$3,974,387.20, 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 \$109,996.62 for the service year beginning on September 1, 2024 and ending on August 31, 2025 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2024-25 service year insurance costs prior to September 1, 2024."

4. This Amendment VI to Agreement shall become effective July 1, 2022 (hereinafter "Effective Date"), and shall supersede and replace Prior Amendment IV.
5. Upon the Effective Date, the Agreement, Amendment I, Amendment II, Amendment III, Amendment IV, Amendment V and this Amendment VI shall together constitute the Agreement.
6. Unless expressly modified by the terms of this Amendment VI, all terms of the Agreement, as modified by Amendments I through V, remain in full force and effect.
7. 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 Amendment IV, and that the individual signing this Amendment VI on behalf of such Party has been duly authorized to execute this Amendment VI on behalf of such Party, and will, by signing this Amendment VI on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment VI. 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 Amendment VI in order for such Party to authorize, enter into, and perform its obligations under this Amendment VI, or that if such approval or consent to this Amendment VI is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the Parties hereto have executed this document the ____ day of _____, 2022.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CONTRACTOR

By _____
MARIE MEISENBACH GRAUL, EVP & CFO

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

E-Signed by
Bryan D. Rome
June 16, 2022
By Bryan D. Rome
BRYAN ROME, Deputy County Counsel

Proposed Pricing Form (All)

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

Policy	Year	Policy Type	Policy Number	Policyholder	Policy Address	Policy City	Policy State	Policy Zip	Policy Effective Date	Policy Expiration Date	Policy Status	Policy Premium	Policy Deductible	Policy Co-insurance	Policy Other	Policy Total	Policy Notes
1	2015	Auto	123456789	John Doe	123 Main St	Anytown	CA	90210	1/1/15	12/31/15	Active	\$1,200.00	\$500.00	80%	\$200.00	\$1,400.00	
2	2016	Auto	987654321	Jane Smith	456 Elm St	Anytown	CA	90210	1/1/16	12/31/16	Active	\$1,500.00	\$600.00	75%	\$250.00	\$1,750.00	
3	2017	Auto	567890123	Bob Johnson	789 Oak St	Anytown	CA	90210	1/1/17	12/31/17	Active	\$1,800.00	\$700.00	70%	\$300.00	\$2,100.00	
4	2018	Auto	345678901	Alice Brown	101 Pine St	Anytown	CA	90210	1/1/18	12/31/18	Active	\$2,100.00	\$800.00	65%	\$350.00	\$2,450.00	
5	2019	Auto	234567890	Charlie Davis	202 Cedar St	Anytown	CA	90210	1/1/19	12/31/19	Active	\$2,400.00	\$900.00	60%	\$400.00	\$2,800.00	
6	2020	Auto	123456789	Diana Evans	303 Birch St	Anytown	CA	90210	1/1/20	12/31/20	Active	\$2,700.00	\$1,000.00	55%	\$450.00	\$3,150.00	
7	2021	Auto	987654321	Frank Green	404 Maple St	Anytown	CA	90210	1/1/21	12/31/21	Active	\$3,000.00	\$1,100.00	50%	\$500.00	\$3,500.00	
8	2022	Auto	567890123	Grace Hill	505 Spruce St	Anytown	CA	90210	1/1/22	12/31/22	Active	\$3,300.00	\$1,200.00	45%	\$550.00	\$3,850.00	
9	2023	Auto	345678901	Henry Lee	606 Willow St	Anytown	CA	90210	1/1/23	12/31/23	Active	\$3,600.00	\$1,300.00	40%	\$600.00	\$4,200.00	
10	2024	Auto	234567890	Ivy King	707 Ash St	Anytown	CA	90210	1/1/24	12/31/24	Active	\$3,900.00	\$1,400.00	35%	\$650.00	\$4,550.00	
11	2025	Auto	123456789	Jack Quinn	808 Hickory St	Anytown	CA	90210	1/1/25	12/31/25	Active	\$4,200.00	\$1,500.00	30%	\$700.00	\$4,900.00	
12	2026	Auto	987654321	Karen Reed	909 Poplar St	Anytown	CA	90210	1/1/26	12/31/26	Active	\$4,500.00	\$1,600.00	25%	\$750.00	\$5,250.00	
13	2027	Auto	567890123	Liam Scott	1010 Sycamore St	Anytown	CA	90210	1/1/27	12/31/27	Active	\$4,800.00	\$1,700.00	20%	\$800.00	\$5,600.00	
14	2028	Auto	345678901	Mia Taylor	1111 Walnut St	Anytown	CA	90210	1/1/28	12/31/28	Active	\$5,100.00	\$1,800.00	15%	\$850.00	\$5,950.00	
15	2029	Auto	234567890	Noah White	1212 Chestnut St	Anytown	CA	90210	1/1/29	12/31/29	Active	\$5,400.00	\$1,900.00	10%	\$900.00	\$6,300.00	
16	2030	Auto	123456789	Olivia Black	1313 Elm St	Anytown	CA	90210	1/1/30	12/31/30	Active	\$5,700.00	\$2,000.00	5%	\$950.00	\$6,650.00	
17	2031	Auto	987654321	Peter Gray	1414 Oak St	Anytown	CA	90210	1/1/31	12/31/31	Active	\$6,000.00	\$2,100.00	0%	\$1,000.00	\$7,000.00	
18	2032	Auto	567890123	Quinn Brown	1515 Pine St	Anytown	CA	90210	1/1/32	12/31/32	Active	\$6,300.00	\$2,200.00	0%	\$1,100.00	\$7,400.00	
19	2033	Auto	345678901	Rachel Green	1616 Cedar St	Anytown	CA	90210	1/1/33	12/31/33	Active	\$6,600.00	\$2,300.00	0%	\$1,200.00	\$7,800.00	
20	2034	Auto	234567890	Samuel Hill	1717 Birch St	Anytown	CA	90210	1/1/34	12/31/34	Active	\$6,900.00	\$2,400.00	0%	\$1,300.00	\$8,200.00	
21	2035	Auto	123456789	Tina King	1818 Maple St	Anytown	CA	90210	1/1/35	12/31/35	Active	\$7,200.00	\$2,500.00	0%	\$1,400.00	\$8,600.00	
22	2036	Auto	987654321	Uma Lee	1919 Spruce St	Anytown	CA	90210	1/1/36	12/31/36	Active	\$7,500.00	\$2,600.00	0%	\$1,500.00	\$9,000.00	
23	2037	Auto	567890123	Victor Quinn	2020 Willow St	Anytown	CA	90210	1/1/37	12/31/37	Active	\$7,800.00	\$2,700.00	0%	\$1,600.00	\$9,400.00	
24	2038	Auto	345678901	Wendy Reed	2121 Ash St	Anytown	CA	90210	1/1/38	12/31/38	Active	\$8,100.00	\$2,800.00	0%	\$1,700.00	\$9,800.00	
25	2039	Auto	234567890	Xavier Scott	2222 Pine St	Anytown	CA	90210	1/1/39	12/31/39	Active	\$8,400.00	\$2,900.00	0%	\$1,800.00	\$10,200.00	
26	2040	Auto	123456789	Yara Hill	2323 Cedar St	Anytown	CA	90210	1/1/40	12/31/40	Active	\$8,700.00	\$3,000.00	0%	\$1,900.00	\$10,600.00	
27	2041	Auto	987654321	Zoe King	2424 Birch St	Anytown	CA	90210	1/1/41	12/31/41	Active	\$9,000.00	\$3,100.00	0%	\$2,000.00	\$11,000.00	
28	2042	Auto	567890123	Adam Brown	2525 Maple St	Anytown	CA	90210	1/1/42	12/31/42	Active	\$9,300.00	\$3,200.00	0%	\$2,100.00	\$11,400.00	
29	2043	Auto	345678901	Bella Green	2626 Spruce St	Anytown	CA	90210	1/1/43	12/31/43	Active	\$9,600.00	\$3,300.00	0%	\$2,200.00	\$11,800.00	
30	2044	Auto	234567890	Chloe Hill	2727 Willow St	Anytown	CA	90210	1/1/44	12/31/44	Active	\$9,900.00	\$3,400.00	0%	\$2,300.00	\$12,200.00	
31	2045	Auto	123456789	Daniel King	2828 Ash St	Anytown	CA	90210	1/1/45	12/31/45	Active	\$10,200.00	\$3,500.00	0%	\$2,400.00	\$12,600.00	
32	2046	Auto	987654321	Ella Brown	2929 Pine St	Anytown	CA	90210	1/1/46	12/31/46	Active	\$10,500.00	\$3,600.00	0%	\$2,500.00	\$13,000.00	
33	2047	Auto	567890123	Freddie Green	3030 Cedar St	Anytown	CA	90210	1/1/47	12/31/47	Active	\$10,800.00	\$3,700.00	0%	\$2,600.00	\$13,400.00	
34	2048	Auto	345678901	Gina Hill	3131 Birch St	Anytown	CA	90210	1/1/48	12/31/48	Active	\$11,100.00	\$3,800.00	0%	\$2,700.00	\$13,800.00	
35	2049	Auto	234567890	Harry King	3232 Maple St	Anytown	CA	90210	1/1/49	12/31/49	Active	\$11,400.00	\$3,900.00	0%	\$2,800.00	\$14,200.00	
36	2050	Auto	123456789	Ivy Brown	3333 Spruce St	Anytown	CA	90210	1/1/50	12/31/50	Active	\$11,700.00	\$4,000.00	0%	\$2,900.00	\$14,600.00	
37	2051	Auto	987654321	Jack Hill	3434 Willow St	Anytown	CA	90210	1/1/51	12/31/51	Active	\$12,000.00	\$4,100.00	0%	\$3,000.00	\$15,000.00	
38	2052	Auto	567890123	Karen King	3535 Ash St	Anytown	CA	90210	1/1/52	12/31/52	Active	\$12,300.00	\$4,200.00	0%	\$3,100.00	\$15,400.00	
39	2053	Auto	345678901	Liam Brown	3636 Pine St	Anytown	CA	90210	1/1/53	12/31/53	Active	\$12,600.00	\$4,300.00	0%	\$3,200.00	\$15,800.00	
40	2054	Auto	234567890	Mia Hill	3737 Cedar St	Anytown	CA	90210	1/1/54	12/31/54	Active	\$12,900.00	\$4,400.00	0%	\$3,300.00	\$16,200.00	
41	2055	Auto	123456789	Noah Hill	3838 Birch St	Anytown	CA	90210	1/1/55	12/31/55	Active	\$13,200.00	\$4,500.00	0%	\$3,400.00	\$16,600.00	
42	2056	Auto	987654321	Olivia Hill	3939 Maple St	Anytown	CA	90210	1/1/56	12/31/56	Active	\$13,500.00	\$4,600.00	0%	\$3,500.00	\$17,000.00	
43	2057	Auto	567890123	Peter Hill	4040 Spruce St	Anytown	CA	90210	1/1/57	12/31/57	Active	\$13,800.00	\$4,700.00	0%	\$3,600.00	\$17,400.00	
44	2058	Auto	345678901	Quinn Hill	4141 Willow St	Anytown	CA	90210	1/1/58	12/31/58	Active	\$14,100.00	\$4,800.00	0%	\$3,700.00	\$17,800.00	
45	2059	Auto	234567890	Rachel Hill	4242 Ash St	Anytown	CA	90210	1/1/59	12/31/59	Active	\$14,400.00	\$4,900.00	0%	\$3,800.00	\$18,200.00	
46	2060	Auto	123456789	Samuel Hill	4343 Pine St	Anytown	CA	90210	1/1/60	12/31/60	Active	\$14,700.00	\$5,000.00	0%	\$3,900.00	\$18,600.00	
47	2061	Auto	987654321	Tina Hill	4444 Cedar St	Anytown	CA	90210	1/1/61	12/31/61	Active	\$15,000.00	\$5,100.00	0%	\$4,000.00	\$19,000.00	
48	2062	Auto	567890123	Uma Hill	4545 Birch St	Anytown	CA	90210	1/1/62	12/31/62	Active	\$15,300.00	\$5,200.00	0%	\$4,100.00	\$19,400.00	
49	2063	Auto	345678901	Victor Hill	4646 Maple St	Anytown	CA	90210	1/1/63	12/31/63	Active	\$15,600.00	\$5,300.00	0%	\$4,200.00	\$19,800.00	
50	2064	Auto	234567890	Wendy Hill	4747 Spruce St	Anytown	CA	90210	1/1/64	12/31/64	Active	\$15,900.00	\$5,400.00	0%	\$4,300.00	\$20,200.00	
51	2065	Auto	123456789	Xavier Hill	4848 Willow St	Anytown	CA	90210	1/1/65	12/31/65	Active	\$16,200.00	\$5,500.00	0%	\$4,400.00	\$20,600.00	
52	2066	Auto	987654321	Yara Hill	4949 Ash St	Anytown	CA	90210	1/1/66	12/31/66	Active	\$16,500.00	\$5,600.00	0%	\$4,500.00	\$21,000.00	
53	2067	Auto	567890123	Zoe Hill	5050 Pine St	Anytown	CA	90210	1/1/67	12/31/67	Active	\$16,800.00	\$5,700.00	0%	\$4,600.00	\$21,400.00	
54	2068	Auto	345678901	Adam Hill	5151 Cedar St	Anytown	CA	90210	1/1/68	12/31/68	Active	\$17,100.00	\$5,800.00	0%	\$4,700.00	\$21,800.00	
55	2069	Auto	234567890	Bella Hill	5252 Birch St	Anytown	CA	90210	1/1/69	12/31/69	Active	\$17,400.00	\$5,900.00	0%	\$4,800.00	\$22,200.00	
56	2070	Auto	123456789	Chloe Hill	5353 Maple St	Anytown	CA	90210	1/1/70	12/31/70	Active	\$17,700.00	\$6,000.00	0%	\$4,900.00	\$22,600.00	
57	2071	Auto	987654321	Daniel Hill	5454 Spruce St	Anytown	CA	90210	1/1/71	12/31/71	Active	\$18,000.00	\$6,100.00	0%	\$5,000.00	\$23,000.00	
58	2072	Auto	567890123	Ella Hill	5555 Willow St	Anytown	CA	90210	1/1/72	12/31/72	Active	\$18,300.00	\$6,200.00	0%	\$5,100.00	\$23,400.00	
59	2073	Auto	345678901	Freddie Hill	5656 Ash St	Anytown	CA	90210	1/1/73	12/31/73	Active	\$18,600.00	\$6,300.00	0%	\$5,200.00	\$23,800.00	
60	2074	Auto	234567890	Gina Hill	5757 Pine St	Anytown	CA	90210	1/1/74	12/31/74	Active	\$18,900.00	\$6,400.00	0%	\$5,300.00	\$24,200.00	
61	2075	Auto	123456789	Harry Hill	5858 Cedar St	Anytown	CA	90210	1/1/75	12/31/75	Active	\$19,200.00	\$6,500.00	0%	\$5,400.00	\$24,600.00	
62	2076	Auto	987654321	Ivy Hill	5959 Birch St	Anytown	CA	90210	1/1/76	12/31/76	Active	\$19,500.00	\$6,600.00	0%	\$5,500.00	\$25,000.00	
63	2077	Auto	567890123	Jack Hill	6060 Maple St	Anytown	CA	90210	1/1/77	12/31/77	Active	\$19,800.00	\$6,700.00	0%	\$5,600.00	\$25,400.00	
64	2078	Auto	345678901	Karen Hill	6161 Spruce St	Anytown	CA	90210	1/1/78	12/31/78	Active	\$20,100.00	\$6,800.00	0%	\$5,700.00	\$25,800.00	
65	2079	Auto	234567890	Liam Hill	6262 Willow St	Anytown	CA	90210	1/1/79	12/31/79	Active	\$20,400.00	\$6,900.00	0%	\$5,800.00	\$26,200.00	
66	2080	Auto	123456789	Mia Hill	6363 Ash St	Anytown	CA	90210	1/1/80	12/31/80	Active	\$20,700.00	\$7,000.00	0%	\$5,900.00	\$26,600.00	
67	2081	Auto	987654321	Noah Hill	6464 Pine St	Anytown	CA	90210	1/1/81	12/31/81	Active	\$21,000.00	\$7,100.00	0%	\$6,000.00	\$27,000.00	
68	2082	Auto	567890123	Olivia Hill	6565 Cedar St	Anytown	CA	90210	1/1/82	12/31/82	Active	\$21,300.00	\$7,200.00	0%	\$6,100.00	\$27,400.00	
69	2083	Auto	345678901	Peter Hill	6666 Birch St	Anytown	CA	90210	1/1/83	12/31/83	Active	\$21,600.00	\$7,300.00	0%	\$6,200.00	\$27,800.00	
70	2084	Auto	234567890	Quinn Hill	6767 Maple St	Anytown	CA	90210	1/1/84	12/31/84	Active	\$21,900.00	\$7,400.00	0%	\$6,300.00	\$28,200.00	
71	2085	Auto	123456789	Rachel Hill	6868 Spruce St	Anytown											

My Footnote: Cost savings from 21 to 25 %
Assumptions: Escalating volume assumes that Xerxes and Pineda continue through 2025 at an annual hourly expense of \$2.10

Assumptions:

Baseline scenario assumes that the

and therefore, con-

[illegible]

2015年12月

DEPARTMENT OF TRANSPORTATION

DIVISION OF RAIL AND MASS TRANSPORTATION MS 39

1120 N STREET

P. O. BOX 942874

SACRAMENTO, CA 94274-0001

PHONE (916) 654-8811

FAX (916) 654-9366

TTY 711

www.dot.ca.gov*Making Conservation
a California Way of Life.*

May 19, 2022

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

Dear Mr. Stites:

As a recipient of Federal Transit Administration (FTA) Section 5311 funds, the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) is responsible for ensuring that all procurement requests comply with the federal statutes and regulations. Therefore, as a subrecipient of this funding, your agency must demonstrate to DRMT that all procurement and third-party contracting activities engaged by your agency comply with:

- 2 CFR Part 200 – Uniform administrative requirements, cost principles, and audit requirements for federal awards; and
- FTA Circular 4220.1F – Third Party Contracting Guidance.

DRMT FTA Programs Procurement Oversight Branch **approves** the Fresno County Rural Transit Agency's Amendment VI to the Operations and Maintenance Agreement with MV Transportation for the agency's transportation services. Reference number 634. Amendment VI is to modify Article 1 and 4 of the Agreement for the purpose of exercising the second of four options years.

This approval is limited to the period of 09/01/2022 through 08/31/2023 in the amount described in Exhibit 1 – Proposed Pricing Form, of the third-party contract.

Please email a copy of the fully executed Amendment VI to Rob Mitchell at rob.mitchell@dot.ca.gov.

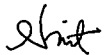
Moses Stites
May 19, 2022
Page 2

Before exercising contracted option periods, subrecipients must make a price reasonableness determination documenting that the option price is better than prices available in the market at the time the option is exercised.

Third-party contracts, contract modifications, and exercising of optional periods of performance require DRMT approval prior to implementation. Subrecipient agencies implementing third-party contracts, contract modifications, or option years without prior approval risk being denied FTA reimbursement.

If you have questions regarding this procurement review, please contact Rob Mitchell in the DRMT Procurement Branch at rob.mitchell@dot.ca.gov. If you have questions regarding FTA 5311 Grant procedures and requirements, please contact your 5311 Program Liaison.

Sincerely,



FRANK NEVITT, Chief
FTA Programs Procurement Oversight Branch
Caltrans Division of Rail and Mass Transportation

C: Jennifer Louie, Department of Transportation, DRMT
Rob Mitchell, Department of Transportation, DRMT

AMENDMENT III TO THE AGREEMENT FOR CONTRACTED SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
CITY OF SELMA

This Amendment III to Agreement (hereinafter "Amendment III") amends that certain Member Agency Services Agreement (hereinafter "Agreement"), entered into on July 31, 2018, between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter "FCRTA") and City of Selma, a municipal corporation (hereinafter "CITY"), whereby CITY agreed to provide services to FCRTA to maintain FCRTA's vehicle fleet. FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" and singularly as a "Party."

Recitals:

A. The Agreement between FCRTA and CITY had a three-year term set to expire on September 1, 2021.

B. The Agreement was amended by Amendment II and was extended for up to four (4) additional years, in one-year increments, subject to the FCRTA Board of Directors approval.

C. The Parties wish to extend the term of the Agreement for the second year of the one-year increments.

D. The Parties agree that an amendment to the Agreement is necessary and desirable to extend the contracted services through 2023.

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

1. Notwithstanding any language to the contrary in SECTION 2 "TERM OF SERVICES" of the Agreement, the term of the Agreement shall be extended by one year through September 1, 2023.
2. That existing SECTION 4, "COMPENSATION, BILLING AND PAYMENT FOR SERVICE," shall be deleted in its entirety and replaced with the following:

The compensation to the CITY for Services under this Agreement shall not exceed \$925,238.90 for FY 2022-23; \$951,244.63 for FY 2023-24 and \$978,051.12 for FY 2024-25, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. City shall bill FCRTA for the Services set forth herein at the rates set forth in Exhibit 1. FCRTA has no responsibility to pay any sums beyond the compensation set forth in this Agreement. This amount may be amended by mutual written agreement between FCRTA and the City. FCRTA shall pay City for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from FCRTA to City for services rendered pursuant to this Agreement. City shall submit all invoices to the FCRTA in the manner specified herein:

- 4.1 **Invoices.** Subject to the previous Sections, the City shall submit a summarized monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered on the fleet vehicles. The billing statement shall set forth the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain

the following information:

- 4.1.1 The beginning and ending dates of the billing period.
- 4.1.2 A detailed billing statement of all personnel, parts, supplies provided by the City during the invoice period with copies of work orders itemizing specific maintenance, or inspection, work performed to each respective vehicle, with a separate accounting of parts and fluids.
- 4.1.3 The City's Contract Administrator's signature.

- 4.2 **Service Fees.** The City will invoice the FCRTA for actual service(s) provided in accordance with the per the attached reimbursement schedule by job class.

Invoices and billings by other independent vendors, under the City's direction, shall be coordinated by City maintenance personnel for recordkeeping and accountability requirements.

- 4.3 **Parts.** FCRTA shall reimburse City for the cost of all parts, fluids, and all things necessary to perform the required Services (the "Parts"), with the exception of personnel. FCRTA shall purchase and maintain all equipment necessary to provide the Services. The Parts are not included in the costs set forth in Exhibit 1, and are not subject to the dollar limitation set forth in this Section 4. The City shall not include any billing markup on Parts.

- 4.4 **Payment by FCRTA.** FCRTA shall make payment within thirty (30) days from receipt of said invoice.

- 3. This Amendment III shall become effective July 1, 2022 (hereinafter "Effective Date").
- 4. Upon the Effective Date, the Agreement, Amendment I, Amendment II, and this Amendment III shall together constitute the Agreement.
- 5. Unless expressly modified by the terms of this Amendment III, all terms of the Agreement remain in full force and effect.
- 6. 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 Amendment III, and that the individual signing this Amendment III on behalf of such Party has been duly authorized to execute this Amendment III on behalf of such Party, and will, by signing this Amendment III on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment III. 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 Amendment III in order for such Party to authorize, enter into, and perform its obligations under this Amendment III, or that if such approval or consent to this Amendment III is required, that such approval or consent has been obtained.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have executed this document the _____ day of _____, 2022.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CITY OF SELMA

By _____
SCOTT ROBERTSON, City of Selma Mayor

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

E-Signed by
Bryan D. Rome
By Bryan D. Rome June 16, 2022
BRYAN ROME, Deputy County Counsel

EXHIBIT 1

Proposed Budget Form (Maintenance)

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2021-22
By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	# of Employees to Provide	Total Vehicle Service	FY 21-22 Hourly Contract Billing Service Rate	FY 21-22 Annual FY Total of Service Contracts	FY 22-23 Hourly Contract Billing Service Rate	FY 22-23 Annual FY Total of Service Contracts	FY 23-24 Hourly Contract Billing Service Rate	FY 23-24 Annual FY Total of Service Contracts	FY 24-25 Hourly Contract Billing Service Rate	FY 24-25 Annual FY Total of Service Contracts	Cumulative Contract Totals
Maintenance Shuttle	Rural Areas	2	3,984.00	\$ 37.60	\$149,199.72	\$ 38.73	\$153,676.71	\$ 39.89	\$158,285.98	\$ 41.09	\$163,034.56	\$624,195.97
Vehicle Maintenance	Rural Areas	2	3,984.00	\$ 78.89	\$313,054.12	\$ 81.26	\$322,468.57	\$ 83.70	\$332,119.97	\$ 86.21	\$342,083.56	\$1,309,724.22
Fleet Services Coordinator	Rural Areas	1	1,472.00	\$ 95.77	\$190,000.92	\$ 98.64	\$195,700.95	\$ 101.60	\$201,571.98	\$ 104.65	\$207,619.14	\$794,892.99
Maintenance Manager	Rural Areas	1	6,324.00	\$ 95.77	\$190,000.92	\$ 98.64	\$195,700.95	\$ 101.60	\$201,571.98	\$ 104.65	\$207,619.14	\$794,892.99
Vehicle Detailing	Rural Areas	2	1,984.00	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$230,778.88
TOTALS		8	13,764.00		\$899,950.40		\$925,238.90		\$951,244.63		\$978,051.12	\$3,754,485.05

Enter Date: 5/18/2022

Claimant Name: Fresno County Rural Transit Agency

TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2022/23

Instructions: Please note that each page of this claim is a separate worksheet, please click through all tabs and complete. Also note that light yellow fields require an entry if applicable, light grey fields contain formulas that will automatically calculate based on corresponding entries, or non-applicable fields. A date and claimant name field is at the top of the first page, and automatically repeats on following pages, (date should be formatted 00/00/0000)

When completed, please print, sign and send signed original via mail to:

**Les Beshears, Director of Finance, Fresno Council of Governments
2035 Tulare Street, Suite 201, Fresno, CA 93721**

From: Applicant:	Fresno County Rural Transit Agency
Address:	2035 Tulare Street, Suite 201
City/State/Zip:	Fresno, CA 93721
Contact Phone/email:	(559) 233-6789 mstites@fresnocog.org

This applicant is an eligible claimant pursuant to Section 99203 of the Public Utilities Code and certifies that the following transportation funds are available to be claimed:

Local Transportation Fund

Claimed By Member Agencies	\$ -
	\$ -
CTSA 4.5:	\$ 739,269.00

State Transit Assistance Fund

Claimed By Member Agencies	\$ 3,365,396.00
	\$ -

Other

Unexpended, Held by Claimant:	\$ 14,616,113.00
Other:	

Eighteen Million Seven Hundred Twenty Thousand Seven Hundred Seventy-Eight Dollars

TOTAL

\$ 18,720,778.00

spell out total amount in above cell

for the purposes and respective amounts specified in the attached claim be drawn from the Local Transportation Fund and State Transit Assistance Fund.

Please print and sign after completing form

Authorized Signature:

Name/Title:

Date:

<i>Moses Stites</i>
Moses Stites, General Manager
<i>6/30/22</i>



2035 Tulare St., Ste. 201 tel 559-233-4148
Fresno, California 93721 fax 559-233-9645

www.fresnocog.org

Enter Date 5/18/2022 Claimant Name: Fresno County Rural Transit Agency

TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2022/23

PURPOSE	AMOUNT	SUBTOTAL
1. Public Transportation		
Article 4:	\$ -	
Article 8c:		
Other Agency:		
Other Agency:		
State Transit Assistance Funds (STA):	\$ 3,365,396.00	
Audit Exceptions (General Fund Payback):		
Unexpended Funds, Held by Claimant:	\$ 14,616,113.00	
Other (specify):		
		\$ 17,981,509.00
2. Community Transit Service CTSA, Article 4.5:	\$ 739,269.00	\$ 739,269.00
3. To Be Claimed By:		
Other Agency:		
Other Agency:		
Other Agency:		
		\$ -
4. Reserve in Fund Pending Further Claiming		\$ -
GRAND TOTAL	\$ 18,720,778.00	
Claim Total Must Agree With Total on First Page	\$ 18,720,778.00	
Minus All Unexpended Funds Held By	\$ 14,616,113.00	
GRAND TOTAL PAYABLE TO CLAIMANT	\$ 4,104,665.00	

Allocation instructions and payment by the Fresno County Auditor-Controller to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the rules and regulations of the Transportation Development Act.

Enter Date: 5/18/2022

Claimant Name: Fresno County Rural Transit Agency

PUBLIC AND SPECIALIZED TRANSPORTATION SERVICE CLAIM FOR OPERATING AND CAPITAL EXPENSES FY: 2022/23

GENERAL TRANSPORTATION SERVICE PROPOSED 2022/23		PROJECT COSTS	TOTALS
(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)			
TOTAL PROJECT COSTS		\$ 59,839,158.67	
Prior Year		\$ 51,570,996.00	
Percentage Change		16%	
more than prior year			
Revenue Source & Amount	Operating	Capital	Total
LTF Article 4:			\$ -
LTF Article 4.5 or 8c:	\$ 200,000.00		\$ 200,000.00
STA:	\$ 3,365,396.00		\$ 3,365,396.00
Fares:	\$ 771,644.00	N/A	\$ 771,644.00
Local Support Measure C:	\$ 1,249,447.00	\$ 22,158,298.95	\$ 1,249,447.00
Fed/State Grants:	\$ 4,109,801.00	\$ 13,244,758.72	\$ 17,354,559.72
Carryover + Surplus:	\$ 4,283,240.00	\$ 10,332,873.00	\$ 14,616,113.00
Interest:	\$ 123,700.00		\$ 123,700.00
Unexpended Funds Held By Claimant:			\$ -
Audit Exception - General Payback Fund:			\$ -
SUB-TOTALS		\$ 14,103,228.00	\$ 45,735,930.67
			\$ 59,839,158.67

ELDERLY/HANDICAPPED SERVICE PROPOSED 2022/23		PROJECT COSTS	TOTALS
(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)			
TOTAL PROJECT COSTS		\$ -	
Prior Year			
Percentage Change		0%	
more than prior year			
Revenue Source & Amount	Operating	Capital	Total
LTF Article 4:			\$ -
Tarpey Roundup:			\$ -
STA:			\$ -
Fares:		N/A	\$ -
Local Support:		N/A	\$ -
Fed/State Grants:			\$ -
Measure C:			\$ -
Interest:			\$ -
Unexpended Funds Held By Claimant:			\$ -
Audit Exception - General Payback Fund:			\$ -
SUB-TOTALS		\$ -	\$ -
			\$ -

CONSOLIDATED TRANSIT SERVICE AGENCY PROPOSED 2022/23		PROJECT COSTS	TOTALS
(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)			
TOTAL PROJECT COSTS		\$ 1,198,376.00	
Prior Year		\$ -	
Percentage Change		0%	
more than prior year			
Revenue Source & Amount	Operating	Capital	Total
LTF Article 4.5:	\$ 539,269.00		\$ 539,269.00
LTF Article 8c:			\$ -
STA:			\$ -
Fares:		N/A	\$ -
Local Support:	\$ 659,107.00	N/A	\$ 659,107.00
Fed/State Grants:			\$ -
Other - describe briefly if applicable:			\$ -
Other - describe briefly if applicable:			\$ -
Unexpended Funds Held By Claimant:			\$ -
Audit Exception - General Payback Fund:			\$ -
SUB-TOTALS		\$ 1,198,376.00	\$ -
			\$ 1,198,376.00

GRAND TOTALS:	OPERATING	CAPITAL	TOTAL
	\$ 15,301,604.00	\$ 45,735,930.67	\$ 61,037,534.67

Enter Date: 5/18/2022

Claimant Name: Fresno County Rural Transit Agency

PUBLIC AND SPECIALIZED TRANSPORTATION SERVICE FAREBOX CALCULATION FOR FISCAL YEAR: 2022/23

REQUIRED OPERATING/FAREBOX CALCULATIONS

General Transportation Service:

1. Total Operating Expenses Minus Exclusions	Operating Expenses:	\$ 14,103,228.00
2. Farebox Revenues	Amount Excluded	\$ 6,356,361.00
3. Other Local Support		\$ 7,746,867.00
4. Total Local Support (Adds Lines 2 + 3)		\$ 771,644.00
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)		\$ 508,668.00
6. Required Minimum Ratio Verification: Enter 1 for Urban, 2 for Rural		\$ 1,280,312.00
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)		10%
8. Required Minimum Ratio Criteria:		10%
URBAN 20%		17%
RURAL 10%		10%
	Meets Minimum Requirements	10%

Elderly/Handicapped Service:

1. Total Operating Expenses Minus Exclusions	Operating Expenses:	\$ -
2. Farebox Revenues	Amount Excluded	\$ -
3. Other Local Support		\$ -
4. Total Local Support (Adds Lines 2 + 3)		\$ -
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)		0%
6. Required Minimum Ratio Verification:		0%
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)		0%
8. Required Minimum Ratio Criteria:		10%
10%		
	Does Not Meet Minimum Requirements	

Consolidated Transportation Service Agency:

1. Total Operating Expenses Minus Exclusions	Operating Expenses:	\$ 1,198,376.00
2. Farebox Revenues	Amount Excluded	\$ 1,198,376.00
3. Other Local Support		\$ -
4. Total Local Support (Adds Lines 2 + 3)		\$ 539,269.00
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)		\$ 539,269.00
6. Required Minimum Ratio Verification:		0%
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)		45%
8. Required Minimum Ratio Criteria:		45%
Fares 10%		55%
Other Local Support 45%		
	Meets Minimum Requirements	

SUMMARY TOTALS:

		\$ 15,301,604.00
1. Total OF ALL Operating Expenses PLUS Exclusions	Total Operating Expenses:	\$ 15,301,604.00
	Total Amount Excluded:	\$ 6,356,361.00
		\$ 8,945,243.00

Must Agree With TOTAL, Project Detail Operator Tab: \$ 45,735,930.67

2. Total of All Capital Projects: \$ 45,735,930.67

Must Agree With CAPITAL PROJECTS, Project Detail Operator Tab: \$ 61,037,534.67

3. GRAND TOTAL: \$ 61,037,534.67

Enter Date: 5/18/2022

Claimant Name: Fresno County Rural Transit Agency

CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2022/23

Should additional Local Transportation Fund monies be made available during the current fiscal year, they are hereby also claimed for the following purposes:

(check yellow box to accept)

☒ Article 4

☒ Article 4.5

SUPPLEMENTAL INFORMATION REQUIRED OF TRANSIT CLAIMANTS (CCR 6632)

ATTACHED TO THIS CLAIM ARE SUBMITTED THE FOLLOWING DOCUMENTS:

(initial yellow box all that apply)

☒ Budget or proposed budget for the fiscal year. ☒ Statement for prior year revenues and expenditures (projections acceptable).

☒ California Highway Patrol Certification pursuant to PUC 99251 (no claim may be approved unless accompanied by this certification). Date on this certification must be within 13 months of the proposed claim approval date.

STANDARD ASSURANCES FOR TRANSIT CLAIMANTS

CLAIMANT ASSURANCES: (initial yellow box all that apply)

☒ A. Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to the RTPA and to the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one).

☒ B. Claimant certifies that it has submitted a State Controller Report, in conformance with the uniform system of accounts and records, to the RTPA, and to the State Controller, pursuant to PUC 99243, for the prior year (project year minus two). Beginning with the 1979-80 fiscal year, claimant assures that this report will be audited by an independent CPA. Claimant assures that this report will be completed for the current fiscal year (project year minus one).

☒ C. Claimant certifies in accordance with PUC Section 99314.5(b) that it is not precluded by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979, shall have his or her employment terminated or his or her regular hours of employment, excluding overtime, reduced by the operator as a result of it employing part-time drivers or contracting with such common carriers.

D. Claimant filing claim pursuant to PUC Section 99260 certifies that:

(check one by entering "X" in yellow cell):

☒ 1. the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system (PUC Section 99271a); or

☐ NA 2. the operator is implementing a plan approved by the transportation planning agency which will fully fund the retirement system for such officers and employees within 40 years (PUC Section 99271a); or

☐ NA 3. the operator has a private pension plan which sets aside and invests on a current basis funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in PUC Sections 99272 and 99273.

☒ E. Claimant certifies that it is in compliance with PUC Section 99264 that it does not routinely staff, with two or more persons, a vehicle for public transportation purposes designed to be operated by one person.

☒ F. Claimant certifies that it is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended in accordance with Section 6754(a)(3).

☒ G. Claimant certifies that this is in compliance with PUC Section 99155 that if it offers reduced fares to seniors, the same reduced rate is offered to disabled persons, handicapped persons, and disabled veterans and it honors the federal Medicare card for identification to receive reduced fares.

☒ H. Claimant certifies that it is in compliance with PUC Section 99155.5 regarding dial-a-ride and paratransit services being accessible to handicapped persons and that the service is provided to persons without regard to vehicle ownership and place of residence.

The undersigned hereby certifies that the above statements are true and correct.

Please print and sign after completing form

Authorized Signature:



Name/Title: Moses Stites, General Manager

Date: 6/30/22

BEFORE THE
FRESNO COUNTY RURAL TRANSIT AGENCY
RESOLUTION NO. 2022-09

IN THE MATTER OF:
TRANSPORTATION
DEVELOPMENT ACT OF
1971, AS AMENDED

RESOLUTION ADOPTING A
LOCAL TRANSPORTATION
FUND AND STATE TRANSIT
ASSISTANCE FUND CLAIM
FOR FY 2022-23

WHEREAS, the Fresno County Rural Transit Agency (FCRTA) has been created by a Joint Powers Agreement (September 27, 1979) to provide rural public transportation services in accordance with the 2018-2042 Edition (adopted July 26, 2018) of the Regional Transportation Plan for Fresno County and the adopted Short Range Transit Plan for the Rural Fresno County Area: 2022-2026 (adopted June 24, 2021); and

WHEREAS, the FCRTA is the specified claimant for the Rural Fresno County Consolidated Transportation Services Agency as provided for in the Fresno COG's adopted "Fresno County Coordinated Human Services Transportation Plan" (adopted January 24, 2008); and

WHEREAS, the FCRTA's Board of Directors has adopted the Operations Program and Budget for the Rural CTSA 2022-23, as the basis for its continued responsibility as the CTSA for Rural Fresno County; and

WHEREAS, the FCRTA has the power to claim Local Transportation Funds for public transportation services in behalf of its Member Agencies; and

WHEREAS, the FCRTA has prepared, reviewed, adopted (June 30, 2022) its Operating Budget for 2022-2023 totaling \$15,301,604 and its Capital Budget for 2022-23 totaling \$45,735,930.67 and

WHEREAS, the Budget is comprehensive in its approach and content, by reflecting anticipated revenues and expenditures, both capital and operating associated with FCRTA's twenty-two (22) subsystem service providers; and

WHEREAS, each Member Agency continues to approve their financial participation in FCRTA; and

WHEREAS, each Member Agency continues to reserve Local Transportation Funds for the FCRTA to claim; and

WHEREAS, the total amount of Local Transportation Funds and State Transit Assistance Funds to be claimed in support of this year's Budget is equal to \$4,104,665.

NOW, THEREFORE, BE IT RESOLVED, that the Fresno County Rural Transit Agency hereby approves the attached claim as presented.

BE IT FURTHER RESOLVED, that the 2022 - 2023 Local Transportation Fund Claim shall be submitted by the Fresno County Rural Transit Agency to the Fresno Council of Governments for review, processing, and payment.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 30th day of June, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed: _____
Michelle Roman, Chairperson

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 June, 2022.

Signed: _____
Moses Stites, General Manager

RESOLUTION # 2022-08

**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 \$598,000 for the grant project of installing a resiliency hub with a solar carport, Level II EV chargers, and back-up energy storage; 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 resiliency hub project.

AGENCY BOARD DESIGNEE: MOSES STITES, GENERAL MANAGER

Passed and approved this 30th day of June, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed _____
Michelle Roman, Chairperson

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 June, 2022.

Signed _____
Moses Stites, General Manager

RESOLUTION # 2022-10

**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 \$469,250 for the grant project of installing an inductive charging station at the FCRTA Selma maintenance facility; 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 resiliency hub project.

AGENCY BOARD DESIGNEE: MOSES STITES, GENERAL MANAGER

Passed and approved this 30th day of June, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed _____
Michelle Roman, Chairperson

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 June, 2022.

Signed _____
Moses Stites, General Manager