

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

This Amendment VI to Member Agency Services Agreement ("Amendment VI") amends that certain Member Agency Services Agreement, as has been amended from time to time (collectively, "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"). FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" and singularly as a "Party."

**Recitals:**

- A. Under the Agreement, CITY agreed to provide services to FCRTA to maintain FCRTA's vehicle fleet.
- B. The Agreement originally had a three-year term, set to expire on September 1, 2021.
- C. The Agreement was amended to extend it for up to four (4) additional years, in one-year increments, subject to the FCRTA Board of Directors approval.
- D. The Agreement, as amended, is now set to expire on June 30, 2025.
- E. The Parties wish to extend the term of the Agreement for an additional year.
- F. The Parties agree that an amendment to the Agreement is necessary and desirable to extend the contracted services through 2026.

**Agreement:**

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 August 30, 2026.
- 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 \$319,721.60 for FY 2025-26, 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. Exhibit 1 to this Amendment shall replace Exhibit 1 to the Agreement, and is incorporated into the Agreement by this reference.
4. This Amendment VI shall become effective July 1, 2025 (hereinafter "Effective Date").
5. Upon the Effective Date, the Agreement, as previously amended, 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 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 VI, 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.

The Parties hereto have executed this document the Effective Date.

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

By /s/ Bryan D. Rome June 19, 2025  
BRYAN ROME, Deputy County Counsel

## EXHIBIT 1

### Budget Form (Maintenance)

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2025-26

By Number of Employees, Total Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	# of Employees to Provide	Total Billable Hours	FY 25-26 Hourly Contract Billing Service Rate	FY 25-26 Annual FY Total of Service Contracts
Maintenance Shuttle	Maintenance	2	3,968.00	\$ 35.44	\$140,625.92
Fleet Services Coordinator	Maintenance	1	1,984.00	\$ 90.27	\$179,095.68
<b>TOTALS</b>		<b>3</b>			<b>\$319,721.60</b>