

2025-2028 AGREEMENT BETWEEN  
THE FRESNO COUNTY RURAL TRANSIT AGENCY and  
MV TRANSPORTATION

This Agreement made and entered into this 26<sup>th</sup> day of June, 2025 by and between the MV Public Transportation, Inc., a transportation services firm formed under the laws in the State of California, hereinafter referred to as "Contractor", and the Fresno County Rural Transit Agency, a Joint Powers Agency, hereinafter referred to as "FCRTA". FCRTA and Contractor are each a "Party" to this Agreement, and collectively are the "Parties" to this Agreement.

**WITNESSETH:**

WHEREAS, the updated 2022 Regional Transportation Plan (RTP) for Fresno County, (adopted: July 28, 2022) proposes the provision of public transportation service within the Rural Area of Fresno;

WHEREAS, the Short Range Transit Plan (SRTP) for the Rural Fresno County Area: 2026-2030 with an adoption by the Fresno Council of Governments (FCOG) on June 26, 2025 to serve as the Plan for specific individual subsystems that are fully coordinated to provide for comprehensive network of public transit services to meet the identified needs of the residents; and

WHEREAS, the Secretary of the State of California legally recognizes the FCRTA as a Joint Powers Agency (JPA) that expressly includes the Rural Incorporated Cities of: Coalinga; Firebaugh; Fowler; Huron; Kerman; Kingsburg; Mendota; Orange Cove; Parlier; Reedley; Sanger; San Joaquin; Selma; and the County of Fresno; and

WHEREAS, the FCRTA is recognized as the Owner / Operator of the rural transit services, in that it adopts a comprehensive annual Capital and Operating Budget that include ownership of the vehicle fleet and other supporting fixed assets, and secures all the necessary supporting operational services, including: personnel and the salaries, wages, and benefits; training; drug and alcohol program testing and reporting; communications; casualty and liability insurance; contract services including: driver; dispatcher; supervision; administration; leases and rentals, maintenance and repair, alternative fuel refilling equipment; vehicle washing and detailing; fuel; lubricants; tires, batteries; marketing; and utilities; to implement the services; and

WHEREAS, on June 26, 2025, the FCRTA Board of Directors (Board) adopted the 2025-2026 FCRTA Budget; and

WHEREAS, the FCRTA desires to expressly contract with Contractor for: drivers, dispatchers, supervision and training for the following transit subsystems:

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|--|--------------------------------------|
| 1. Auberry Transit                     | 12. Orange Cove Intercity Transit    |
| 2. Del-Rey Transit                     | 13. Parlier Transit                  |
| 3. Firebaugh Transit                   | 14. Rural Micro-Transit              |
| 4. Firebaugh-Mendota Transit           | 15. Sanger Transit                   |
| 5. Fowler Transit                      | 16. Sanger – Reedley College Transit |
| 6. Huron Transit                       | 17. San Joaquin Transit              |
| 7. Huron Intercity Transit             | 18. Selma Transit                    |
| 8. Kingsburg Transit                   | 19. Southeast Transit                |
| 9. Kingsburg – Reedley College Transit | 20. Westside Transit                 |
| 10. Mendota Transit                    | 21. Coalinga Transit                 |
| 11. Orange Cove Transit                | 22. Reedley Transit                  |
|  | 23. Kerman Transit                   |

WHEREAS, **Exhibit - 1** is a Summary of FCRTA's 2025-26 Transit Subsystems governed under this Agreement and identifies each subsystem, the days and hours of operation, the service type, the frequency and the service area; with other operational supporting services; and

WHEREAS, the respective rural Cities and the County of Fresno have authorized FCRTA to claim apportioned California Transportation Development Act (TDA) Local Transportation Fund (LTF) and State Transit Assistant (STA) funds to enable FCRTA to provide the respective individual transit service in accordance with the RTP, Rural SRTP; FCRTA Budget and OPB; and

WHEREAS, FCRTA will have City of Selma provide all maintenance services; and

WHEREAS, the Parties have mutually negotiated this Agreement.

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises hereafter expressed, and intended to be legally bound thereby, the parties do mutually agree as follows:

#### ARTICLE I. AWARD OF A CONTRACT FOR TRANSIT SERVICE TO THE MV TRANSPORTATION.

The FCRTA hereby agrees to engage the MV Public Transportation, Inc., (Contractor) to provide public transportation service to the referenced subsystems, from September 1, 2025 through August 31, 2028. The maximum amount of compensation to the Contractor, under this Agreement is not to exceed \$12,162,141: \$3,928,975 for FY 2025-26; \$4,020,007 for FY 2026-27; and \$4,213,159 for FY 2027-28 provided no penalties or awards are assessed. **Exhibit-2** displays Contractor's proposal pricing for each fiscal year of this agreement, including optional extension years.

This Agreement, including FCRTA 2025 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.

#### ARTICLE II. DESCRIPTION OF SERVICE

##### A. General Provisions

The Contractor shall agree to provide public transportation service in the designated transit subsystem service areas. Such service shall include the operation of assigned FCRTA fleet vehicles and shall comply with all applicable laws and licensing requirements.

FCRTA is providing 128 vehicles to the subcontractors for the provision of all services within this contract. The FCRTA General Manager will assign the appropriate fleet vehicle(s) to each subsystem to meet the operational characteristics and the demonstrated ambulatory and wheelchair needs of the actual ridership, and therefore such assignments may be subject to change.

The Contractor will complete all applicable training requirements during the month of August 2025, commence operations on September 1, 2025 and operate and maintain the service for a three-year period ending on August 31, 2028.

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B. Equipment Specifications

The Contractor shall operate assigned and designated FCRTA fleet vehicles with the appropriate ambulatory and accessible wheelchair passenger seating capacities including the driver.

Each FCRTA fleet vehicle shall also be equipped with at least the following:

1. One (1), air conditioning unit.
2. One (1), two-way mobile radio.
3. One (1) sixteen (16) unit (minimum) first aid kit.
4. One (1), fire extinguisher with a minimal rating of four (4) B:C
5. One (1), vehicle warning reflector kit, approved by the California Highway Patrol, with a minimum of three (3) red reflectors.

The Contractor's drivers shall be responsible for conducting a mandatory vehicle inspection daily, which shall include the removal of all trash, debris, and any other items left by passengers and/or the driver. The FCRTA may impose a \$50.00 cleaning fee for vehicles that are deemed to be excessively dirty.

Prior to acceptance of any vehicle by Contractor, the parties will conduct a detailed inspection of each vehicle to ensure each vehicle is in good condition and safe for operation (with all systems and equipment in working order meeting generally accepted standards and practices of the public transportation industry and meeting all state and federal government requirements). During such inspection, all defects to the vehicles shall be noted and mutually acknowledged by the parties. Contractor will not be responsible for any defects identified during the inspection process.

The vehicle shall be required to comply with all requirements set forth in the California Vehicle Code, and California Code of Regulations for a bus.

C. Personnel

The Contractor shall employ, train and/or sub-contract at its own expense, personnel required to perform the transit service including and during any labor disputes, as set forth herein. Contractor will conduct individual assessments of each employee in accordance with applicable state and federal laws. Employees responsible for the operation of the vehicle, shall be qualified, and licensed, to provide such services under applicable laws and regulations, including the personal possession of at least a valid Class "II" or "B" - California Commercial Driver's License with a passenger endorsement and a General Public Paratransit Vehicle (GPPV) "Certificate" allowing them to operate a demand responsive general public transit vehicle carrying up to twenty-four (24) passengers including the driver. The driver shall be personally responsible for ensuring that their required "medical certificate" is current and does not lapse.

FCRTA shall reserve the right to reject a driver at any time for poor performance and/or record. Drivers are to inform their supervisor, and the supervisor is to inform the FCRTA General Manager of any documented infractions "on or off the job" in an Agency or personal vehicle, no later than the following workday of the incident before driving an Agency vehicle. All personnel associated with Agency vehicle operations shall be included in the California Department of Motor Vehicles Pull Notice Program to track an individual's ongoing driving record to ensure a clean driving record.

It should be noted that all drivers, dispatchers, and supervisory personnel shall be subjected to Drug and Alcohol Testing in accordance with mandates set forth by the

Federal Transit Administration (FTA) for general public transit operators. Such testing shall include:

1. Pre-Employment;
2. Reasonable Suspicion;
3. Post-Accident;
4. Random; and
5. Return-to-Duty.

If a Contractor's employee fails to pass a drug or alcohol test, they shall no longer be assigned by Contractor to provide services under this Agreement. The Contractor retains the right to address an employee's failed drug test pursuant to the Contractor's policies and procedures.

The Contractor will assure that its employees or subcontractors shall provide services under this Agreement in an efficient and courteous manner. Written complaints of employees' misconduct received by the FCRTA will be forwarded to the Contractor for redress. The Contractor will investigate such complaints and report to the FCRTA General Manager on proposed disposition within seven (7) days from receipt of such complaint. Failure to do so will result in a \$100.00 penalty to the Contractor per occurrence and shall be deducted from subsequent reimbursement billing payments. Based upon such report, and upon their own investigation, the FCRTA General Manager may direct the Contractor, in writing, to discontinue provision of service by personnel subject to repeated complaints.

**D. Transit Service Areas**

The Contractor shall provide services within the respective Transit Service Areas which are contiguous with each city's Sphere of Influence (SOI) boundary as adopted by the Fresno County Local Agency Formation Commission (LAFCO) and as referenced and adopted in "The Short Range Transit Plan for the Rural Fresno County Area: 2026-2030". **Exhibit 3**, which is attached hereto and incorporated herein by reference, is the overall FCRTA Service Area County Map. The respective individual Service Area Maps are attached as: Exhibit 4 - Auberry Transit; Exhibit - 5 Del Rey Transit; Exhibit - 6 Firebaugh Transit; Exhibit - 7 Fowler Transit; Exhibit - 8 Huron Transit; Exhibit - 9 Kingsburg Transit; Exhibit - 10 Mendota Transit; Exhibit - 11 Orange Cove Transit; Exhibit - 12 Parlier Transit; Exhibit - 13 Rural Transit; Exhibit - 14 Sanger Transit; Exhibit - 15 San Joaquin Transit; Exhibit - 16 Selma Transit; Exhibit - 17 Coalinga Transit; Exhibit 18 - Kerman Transit; Exhibit 19 – Reedley Transit; Exhibit 20 – Southeast Transit; Exhibit 21 – Westside Transit; Exhibit 22 – Orange Cove Inter-city Transit; Exhibit 23 – Kingsburg-Reedley College Transit; Exhibit 24 – Coalinga Inter-city Transit; Exhibit 25 - FCRTA Holiday Schedule. Each of the aforementioned Exhibits (numbers 3-25, inclusive) are attached hereto, and incorporated herein by reference.

**E. Hours of Service**

The Contractor shall provide public transportation service consistent with the days of the week and hours of the service as stipulated in Exhibit - 1.

Observed Holidays may vary subsystem by subsystem, because they reflect each individual City's or Agency's adopted listing of observed holidays. Exhibit - 25 "Holiday Schedule 2025-26" stipulates each named holiday and date to reflect when a Subsystem has a Holiday or is to Work. The listing may be subject to change, with advanced notice to the public.

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F. Dispatch Responsibilities

The Contractor shall be required to provide bilingual dispatchers that are fluent in English and Spanish to process transit service requests. The Contractor shall maintain accurate records as to: 1) appropriate origin and destination location information; and 2) special service requests, including provisions for the disabled. Trip prioritization may result in delays during peak usage periods. At the time a service request is received, the staff may provide the patron with an estimated response time for their intended trip.

The Contractor shall use GMV Synchronatics EZ-Ride computer assisted dispatch software purchased by the FCRTA, including the features to record confidential passenger information, transmit the relevant information to the driver, in an effort to provide safe, efficient, and professional service to the passengers.

Shared rides shall be utilized to assist in maintaining lower operating costs to the service, thus helping to preserve reasonable fares for the patrons.

G. Disabled Service

The Contractor shall provide door-to-door service to disabled persons, including: wheelchair users; semi-ambulatory persons; blind person; deaf mute persons, and persons who are mentally disabled.

Exceptions include: acute medical transportation trips that are often "prescribed" by a medical doctor. Such emergency and non-emergency medical trips are to be considered part of the health care system and are to be arranged with existing private sector ambulance and or non-emergency medical transportation providers.

H. Data Collection

The Contractor shall compile "daily log sheets" and "monthly log sheets" and provide such logs to FCRTA on a monthly basis. Ample blank forms shall be provided by the FCRTA. Data to be collected shall include: total number of passengers transported throughout the individual subsystems, whether revenue producing or not; total vehicle service hours; total revenue service miles; and the total number of full-time employees associated with the operation of the transit system. All information submitted to FCRTA shall be certified (by signature) by the Contractor as correct. FCRTA shall keep the "original" data sheets. 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.

The Contractor shall submit monthly activity data which includes Complaints; Accidents and Incidents; and Transit Service Interruptions. The Contractor shall also assist FCRTA in conducting periodic on-board ridership surveys of riders.

I. Fare Collection and Accounting

The Contractor shall be responsible for the collection, accounting and delivery of fares and the previous month's "daily and monthly log sheets" to FCRTA within thirty (30) days of the end of said month. 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.

Fares, reconciled with, and accompanying "daily and monthly log sheets", shall be turned over to FCRTA for receipting purposes. Monthly revenues shall be submitted by business check.

Paragraphs A through I herein described above in Article II of this Agreement are hereinafter referred to as "Services".

J. Insurance

The Contractor shall secure and maintain automobile liability (Bodily Injury and Property Damage) not less than \$15,000,000 per occurrence with no deductible beginning September 1, 2025 and throughout the remaining term of this Agreement, or extensions thereof.

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

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

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

The Contractor shall report any and all accidents and incidents to the FCRTA General Manager as they occur. A written report, using FCRTA's Accident Form shall be submitted within twenty-four (24) hours of the occurrence. The accident/incident shall be rated under the following classifications: "preventable" or "non-preventable"; "at-fault" or "not-at-fault" to assist in risk management follow-up and on-going in-service training of all drivers. The Contractor shall assume any and all liability for non-compliance with this provision.

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

The Contractor shall not subrogate FCRTA. If Contractor's insurance pays a claim, Contractor's insurance cannot seek payment from FCRTA insurer.

K. Indemnification

Contractor agrees to indemnify, save, hold harmless, and defend FCRTA, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including without limitation reasonable attorney's fees and litigation costs), damages, liabilities, claims, and losses occurring or resulting from the negligent, recklessness or will misconduct of Contractor, its officers, employees, agents, subcontractors, and drivers, including without limitation Contractor's failure to properly hire, train, and supervise its drivers.

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L. Exceptions to Service Requirements

The level of service set forth by this Agreement may be reduced for emergency purposes, or with the concurrence of the FCRTA General Manager. Emergencies may include emergency vehicle repairs or inclement weather.

Service levels are contingent on the FCRTA Annual budget and primary funding sources (FTA section 5311 operation assistance and Local Measure C tax revenue). If these funding sources are no longer available, FCRTA reserves the right to adjust service hours as needed and service rates will not increase due to a change in service hours.

M. Environmental

The Contractor is not responsible for any environmental issues or releases of hazardous materials existing on or prior to the Contractor's occupancy of the FCRTA's facilities, or caused by any party other than the Contractor.

N. Adjustments to Service

Adjustments to service are set forth and described in Paragraph L and Exhibit 2. If FCRTA loses a key funding source and elects to eliminate the volume pricing bands, then the parties agree to negotiate a new contract structure and associated billing rates. If the parties are unable to reach a mutual agreement regarding the new contract structure and billing rates within 60 days, then either party may terminate the contract upon 120 days' notice to the other party.

ARTICLE III. FARE SCHEDULE

Fares for intra-City general public patrons shall be collected at the stipulated rate for each respective subsystem. They range from fifty cents (\$.50) to seventy-five cents (\$.75) per one-way trip. Elderly sixty-five and older (65+) and the disabled are free. Reduced fares for other elderly, sixty to sixty-four (60-64), and children when personally accompanied by a responsible adult over eighteen (18) they range from thirty-five cents (\$.35) to fifty cents (\$.50) per one-way trip. Monthly convenience passes for the general public range from between twenty dollars (\$20.00) and thirty dollars (\$30.00). Monthly convenience passes for the elderly (60-64), and children (0-18) with an adult are range from between fourteen dollars (\$14.00) and twenty dollars (\$20.00).

Fares for inter-City general public patrons are distance based for one half (½) the fares previously granted by the California Public Utilities Commission (PUC) to common carriers in the region. They range from eighty-five cents (\$.85) to seven dollars and fifty cents (\$7.50) per one-way trip. Those fares are further discounted for the elderly, sixty plus (60+), the disabled and children when personally accompanied by a responsible adult over eighteen (18) they range from fifty cents (\$.50) to five dollars (\$5.00). The monthly passes are based on the round trip fare times twenty (20) service days per months.

ARTICLE IV. BILLING AND PAYMENT FOR SERVICE

For services rendered between September 1, 2025, through August 31, 2026, and subject to Article I and Exhibit- 2 "RFP- Cost Proposal Form", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$67.33 - 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 service year beginning on September 1, 2025, and ending on August 31, 2026, under this Agreement is not to exceed \$3,928,975, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 2, at a cost of \$198,015 for the service year beginning on September 1, 2025 and ending on August 31, 2026 subject to vehicle miles traveled

For services rendered between September 1, 2026 through August 31, 2027, and subject to Article I and Exhibit - 2 "RFP- Cost Proposal Form", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$68.89 - 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, 2026 and ending on August 31, 2027, under this Agreement is not to exceed \$4,020,007, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 2, at a cost of \$207,915 for the service year beginning on September 1, 2026 and ending on August 31, 2027 subject to vehicle miles traveled.

For services rendered between September 1, 2027 through August 31, 2028, and subject to Article I and Exhibit - 2 "RFP- Cost Proposal Form", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$72.20 - 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, 2027 and ending on August 31, 2028, under this Agreement is not exceed \$4,213,159, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 2, at a cost of \$218,311 for the service year beginning on September 1, 2027 and ending on August 31, 2028 subject to vehicle miles traveled.

#### ARTICLE V. WRITTEN MODIFICATION OF AGREEMENT

Modifications will be negotiated and effected by written amendment to this Agreement.



## ARTICLE VI. VEHICLE IDENTIFICATION

The FCRTA vehicle used for each respective subsystem shall be properly signed and shall display the Contractor's dispatch service "800 telephone number" to assist the potential rider seeking transit services.

## ARTICLE VII. FEDERAL CLAUSES

The FTA Grant Contract Provisions set forth herein shall be incorporated into and become part of the contemplated contract documents executed in connection with an award of this contract to the CONTRACTOR. In case of any conflict or discrepancy, the FTA Grant Contract Provisions set forth herein shall prevail over all other terms and conditions contained in the RFP, the contents of the successful proposal and/or the Professional Services Agreement. Parties referenced in the following clauses are defined as:

"Awarding Agency" is the subrecipient of the State of California Department of Transportation.

"PROJECT" is the Awarding Agency's federally supported project.

"CONTRACTOR" is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

"Subagreements" are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

### 1. NO OBLIGATION TO THIRD-PARTIES BY USE OF A DISCLAIMER

A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.

C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Agreement or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation

from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.

E. Awarding Agency Approval of Subagreements. All proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of this Agreement must be approved by the Awarding Agency prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

## 2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 3. ACCESS TO RECORDS AND REPORTS

A. Access to Records. The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Agreement of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

B. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Agreement and all subagreements.

C. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

4. FEDERAL CHANGES, AMENDMENTS TO STATE, AND LOCAL LAWS, REGULATIONS, AND DIRECTIVES

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

5. CIVIL RIGHTS (TITLE VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Agreement covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section

12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this Agreement, the Awarding Agency may:

1. Withhold of payment to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
2. Cancel, terminate, or suspend the Agreement, in whole or in part.

F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

## 6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California

Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

7. ENERGY CONSERVATION

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Agreement.

9. PROMPT PAYMENT AND RETURN OF RETAINAGE

A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.

B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.

C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.

D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

10. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) NATIONAL ARCHITECTURE

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

11. ADDITIONAL TERMINATION PROVISIONS

A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a SIXTY (60) DAY WRITTEN NOTICE per the Warn Act to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.

B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

The Additional Termination Provisions are in addition to the Termination terms herein contained in this Agreement.

12. DEBARMENT AND SUSPENSION

A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.

B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each

prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.

D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

13. BUY AMERICA

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

14. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Agreement or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

15. LOBBYING

A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying," 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Agreement is a material representation of facts upon which reliance was placed when the Agreement was made or entered into. These provisions are a prerequisite for making or entering into a contract imposed by Section 1352, Title 31, United States Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

16. CLEAN AIR ACT

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17. FLY AMERICA

A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."

B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.

C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

18. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S.



Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

#### 19. CHARTER SERVICE OPERATIONS

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

#### 20. SCHOOL BUS OPERATIONS

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

#### 21. DRUG AND ALCOHOL TESTING

The CONTRACTOR certifies by signing a contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The follow drug and alcohol testing options are compliant with drug and alcohol rules. One of these options must be selected. Options 2 and Options 3 require additional information to be completed: The CONTRACTOR agrees to:  
Participate in the Awarding Agency's drug and alcohol program established in compliance with 49 CFR Part 655.

## 22. RECYCLED PRODUCTS

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## ARTICLE VIII. VENUE

This Agreement shall be enforced and interpreted under the laws of the State of California and County of Fresno, California. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in Fresno County, California.

## ARTICLE IX. ASSIGNMENT/TRANSFER

No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of FCRTA.

## ARTICLE X. SUBCONTRACTORS

Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of FCRTA. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name FCRTA as an additional insured.

## ARTICLE XI. PROVISIONS FOR RENEGOTIATION OF THE CONTRACTUAL AGREEMENT

With approval of the FCRTA Board of Directors, the contract may be extended unilaterally for up to four additional years, in one-year increments, at option year prices submitted as part of the Proposal response to this RFP, not to be negotiated in the future.

## ARTICLE XII. BUDGET AND APPROPRIATION

The terms of this Agreement and the services to be provided hereunder are contingent on the appropriation of funds by the FCRTA's Board of Directors. FCRTA and Contractor understand and agree that the obligation of FCRTA to pay compensation payments under this Agreement shall constitute a current expense of FCRTA and shall not in any way be construed to be a debt of FCRTA in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by FCRTA, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds, or monies of FCRTA. In the event sufficient funds are not appropriated for the payment of compensation under this Agreement, the services to be provided under this agreement may be modified or this Agreement may be terminated, at FCRTA's sole discretion, at any time by giving Contractor sixty (60) days' advance written notice.

#### ARTICLE XIII. NOTICES

Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Any written notice to the FCRTA shall be sent to:

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

Any written notice to the Contractor shall be sent to:

MV Legal Department  
MV Transportation  
2711 N. Haskell Ave, Suite 1500, LB-2  
Dallas, TX 75204

For all claims arising out of or related to this Agreement, nothing in this Section 5 establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including without limitation the Government Claims Act (Division 3.6 of Title 1 of the California Government Code, beginning with section 810).

#### ARTICLE XIV. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid, void, or unenforceable in a final judgment by a court of competent jurisdiction, each and every other provisions hereof shall remain in full force and effect.

#### ARTICLE XV. OTHER REMEDIES

Except as otherwise provided in this Agreement for a breach of its terms and conditions, the Parties may enforce this Agreement in any other manner authorized by law.

**(Signature page follows.)**

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

FRESNO COUNTY RURAL TRANSIT AGENCY

By \_\_\_\_\_  
MOSES STITES, General Manager

MV TRANSPORTATION

By \_\_\_\_\_  
ERIN NIEWINSKY, CFO

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

By /s/ Bryan D. Rome May 9, 2025  
BRYAN ROME, Deputy County Counsel

Exhibit – 1  
Summary of FCRTA's 2025-26 Transit Subsystem Awarded Under this Contract  
Identified Subsystems, Days and Hours of Operation, Service Type, Frequency & Service Areas

FCRTA Subsystem	Days and Times of Operation	Type of Service	Frequency of Inter-City Trips	Also Serves
<b><u>Auberry Transit</u></b> Inter-Community Service:  Inter-City Service:	M-F: 8:00 am – 3:00 pm  Tue: 8:00 am – 5:00 pm	Demand Responsive One Bus (for both Inter-Community and Inter-City services)  24 Hour prior reservations by end of Mon, for Tues	One Round Trip	Adler Springs, Auberry, New Auberry, Big Sandy Indian Rancheria, Burrough Valley, Cold Springs Indian Rancheria, Friant, Jose Basin, Marshall Station, Meadow Lakes, Mile High, Prather, Sycamore, Table Mountain Indian Rancheria, Tollhouse, Fresno
<b><u>Coalinga Transit</u></b> Intra-City Service:  Inter-City Service:	M-F: 8:00 am - 5:00 pm  M- Sa: 8:00 am - 6:15 pm	One Bus Demand Responsive  Fixed Route with Route Deviation One Bus	One Round Trip	Sphere of Influence  Coalinga, Huron, Five Points, Lanare, Riverdale, Caruthers, Raisin City, Easton, Fresno
<b><u>Del Rey Transit</u></b> Intra-City Service & Inter- Community Service:	M-F: 8:00 am - 4:00 pm Sa 10:00am – 3:00pm	Demand Responsive One Bus (Sanger)	Four Round Trips	Del Rey Sanger
<b><u>Firebaugh Transit</u></b> Intra-City Service:  Inter-City Service on Westside Transit:	M-F: 7:00 am – 5:30 pm  M-F: 7:00 am – 5:30 pm	One Bus Demand Responsive  Fixed Route with Route Deviation	Two Round Trips	Sphere of Influence  Firebaugh, Mendota, Kerman, San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, Three Rocks, Fresno
<b><u>Fowler Transit</u></b> Intra-City Service:  Inter-City Service on Southeast Transit	M-F: 7:00 am - 3:00 pm  M-F: 7:00 am – 5:30 pm	One Bus (Selma) Demand Responsive  Fixed Route with Route Deviation	Three Round Trips	Sphere of Influence  Fresno, Fowler, Selma, Kingsburg
<b><u>Huron Transit</u></b> Intra-City Service:  Inter-City Service:  Inter-City Service on Coalinga Transit:	M-F: 8:00 am – 5:00 pm  M-F; 9:00am – 5:00 pm  M-F: 8:00 am – 6:15 pm	Demand Responsive Two Buses Fixed Route with Route Deviation One Bus  Fixed Route with Route Deviation	Seven Round Trips   One Round Trip	Sphere of Influence  Huron, Harris Ranch, I-5/198 Interchange, West Hills College, Coalinga Coalinga, Huron, Riverdale, Lanare, Caruthers, Easton, Fresno.
<b><u>Kerman Transit</u></b> <b><u>Intra-City Service:</u></b>	M-F: 7:00 am – 3:00 pm	One Bus Demand Responsive		Sphere of Influence

<b>FCRTA Subsystem</b>	<b>Days and Times of Operation</b>	<b>Type of Service</b>	<b>Frequency of Inter-City Trips</b>	<b>Also Serves</b>
<b><u>Inter-City Service on Westside Transit:</u></b>	M-F: 7:00 am – 5:30 pm	Fixed Route with Route Deviation	Two Round Trips	Firebaugh, Mendota, Kerman, San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, Three Rocks
<b><u>Kingsburg Transit Intra-City Service:</u></b>	M-F: 7:00 am – 5:30 pm Sa: 8:00 am – 5:00 pm	Demand Responsive One Bus		Sphere of Influence
<b><u>Inter-City Service on Southeast Transit:</u></b>	M-F 7:00 am – 6:30 pm	Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Fresno
<b><u>Kingsburg-Reedley College Transit Inter-City Service</u></b>	M-F: 7:00am – 4:50pm	Fixed Route with Route Deviation One Bus	Three Round Trips	Kingsburg, Selma, Fowler, Fresno, Parlier, Reedley
<b><u>Laton Transit Inter-County Service on Kings Area Rural Transit (KART)</u></b>	M-F: 9:20am – 2:40pm	Fixed Route One Bus	One Round Trip	Hanford, Grangeville, Hardwick (Kings County), Laton (Fresno County)
<b><u>Inter-County Service</u></b>	M-F: 9:00am – 4:00pm	Fixed Route One Bus	One Round Trip	Hanford (in Kings County), Laton, Selma, Fresno
<b><u>Mendota Transit Intra-City Service</u></b>	M-F: 7:00 am -4:00 pm	Demand Responsive One Bus		Sphere of Influence
<b><u>Inter-City Service on Westside Transit</u></b>	M-F: 7:00 am – 5:30 pm	Fixed Route with Route Deviation	Two Round Trips	Firebaugh, Mendota, Kerman San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, Three Rocks, Fresno
<b><u>Orange Cove Transit Intra-City Service:</u></b>	M-F: 7:00 am – 5:30 pm	One Bus Demand Responsive		Sphere of Influence
<b><u>Inter-City Service:</u></b>	M-F: 7:00 am – 5:30 pm	Fixed Route with Route Deviation One Bus	Two Round Trips	Orange Cove, Reedley, Parlier, Sanger, Fresno
<b><u>Parlier Transit Intra-City Service</u></b>	M-F: 7:00 am – 4:00 pm	One Bus Demand Responsive		Sphere of Influence
<b><u>Inter-City Service on Orange Cove Transit</u></b>	M-F: 7:00 am – 5:30 pm	Scheduled Fixed Route with Route Deviation	Two Round Trips	Orange Cove, Parlier, Reedley, Sanger, Fresno
<b><u>Reedley Transit Intra-City Service</u></b>	M-F: 7:00 am – 5:30 pm Sa 8:00am – 5:00pm M-F: 7:00 am – 5:30 pm	Two Buses Demand Responsive		Sphere of Influence
			Two Round Trips	

<b>FCRTA Subsystem</b>	<b>Days and Times of Operation</b>	<b>Type of Service</b>	<b>Frequency of Inter-City Trips</b>	<b>Also Serves</b>
<b><u>Inter-City Service on Orange Cove Transit</u></b>		Fixed Route with Route Deviation		Orange Cove, Reedley, Parlier, Sanger, Fresno
<b><u>Rural Micro- Transit</u></b> <b><u>Inter-Community</u></b> <b><u>Inter-City</u></b>	M-F: 8:00 am – 5:00 pm	24 Hour prior reservation Demand Responsive	Multiple Round Trips	Beyond existing city service areas – Remote Rural Areas
<b><u>Sanger Transit</u></b> <b><u>Intra-City Service</u></b>	M-Sa: 8:00 am – 5:00 pm	Two Buses Demand Responsive One Bus		Sphere of Influence
<b><u>Inter-City Service</u></b>	M-F; 6:45am -4:05pm	Fixed Route with Route Deviation	Nine Round Trips	Sanger, Parlier, Reedley
<b><u>Inter-City Service on Orange Cove Transit</u></b>	M-F: 7:00 am – 5:30 pm	Fixed Route with Route Deviation	Two Round Trips	Orange Cove, Reedley, Parlier, Sanger, Fresno
<b><u>San Joaquin Transit</u></b> <b><u>Intra-City Service and</u></b> <b><u>Inter-Community Service</u></b>	M-F: 8:00 am – 5:00 pm	Demand Responsive One Bus (Kerman)		Sphere of Influence
<b><u>Inter-City Service on Westside Transit</u></b>	M-F: 7:00 am – 5:30 pm	Fixed Route with Route Deviation	Two Round Trips	San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, Three Rocks, Kerman, Mendota, Firebaugh, Fresno
<b><u>Selma Transit</u></b> <b><u>Intra-City Service</u></b>	M-F: 8:00 am – 5:00 pm Sa: 8:00 am – 5:00 pm	Demand Responsive Three Buses		Sphere of Influence
<b><u>Inter-City Service on Southeast Transit</u></b>	M-F: 7:00 am – 5:30 pm	Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Fresno
<b><u>Southeast Transit</u></b> <b><u>Inter-City Service</u></b>	M-F: 7:00 am – 5:30 pm	Fixed Route with Route Deviation One Bus	Three Round Trips	Kingsburg, Selma, Fowler, Fresno
<b><u>Westside Transit</u></b> <b><u>Inter-City Service</u></b>	M-F: 7:00 am – 5:30 pm	Fixed Route with Route Deviation One Bus	Two Round Trips	Firebaugh, Mendota, San Joaquin, Kerman, Fresno

**EXHIBIT 2**  
**RFP – Cost Proposal Form**

**Request for Proposals for Contracted Services – Revised Cost Proposal Form – Best and Final Offer (BAFO)**  
**RFP # 2025-01, January 23, 2025**

**A. Cost per Vehicle Revenue Hour by Year and Type of Service**

	Base Contract			Option Years			
	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32
Annual Vehicle Revenue Hours: Total for Fixed-Route and Demand Response	58,354	58,354	58,354	58,354	58,354	58,354	58,354
Contractor's Proposed Annual Cost Adjustment (Enter % Price Increase)	0.00%	2.32%	4.80%	4.79%	3.75%	3.63%	3.82%
Contractor's Proposed Base Rate per Vehicle Revenue Hour for Fixed-Route and Demand Response Services	\$67.33	\$68.89	\$72.20	\$75.66	\$78.50	\$81.35	\$84.46
<b>Service Reduction Scenarios (Enter % Price Change)</b>							
	11.41%	11.45%	11.57%	11.42%	11.35%	11.09%	10.88%
30% + Reduction in Service	\$75.01	\$76.78	\$80.55	\$84.30	\$87.41	\$90.37	\$93.65
	\$3,063,993	\$3,136,294	\$3,290,290	\$3,443,470	\$3,570,506	\$3,691,425	\$3,825,396
	9.52%	9.57%	9.65%	9.54%	9.48%	9.26%	9.08%
20%+29% Reduction in Service	\$73.74	\$75.48	\$79.17	\$82.88	\$85.94	\$88.88	\$92.13
	\$3,442,419	\$3,523,648	\$3,695,909	\$3,869,104	\$4,011,954	\$4,149,203	\$4,300,923
	5.02%	5.05%	5.10%	5.02%	4.99%	4.88%	4.78%
10%+19% Reduction in Service	\$70.71	\$72.37	\$75.88	\$79.46	\$82.42	\$85.32	\$88.50
	\$3,713,590	\$3,800,771	\$3,985,111	\$4,173,128	\$4,328,583	\$4,480,887	\$4,647,896
Base Level of Service +/- 0%	\$67.33	\$68.89	\$72.20	\$75.66	\$78.50	\$81.35	\$84.46
9% of Base Service Level	\$3,928,975	\$4,020,007	\$4,213,159	\$4,415,064	\$4,580,789	\$4,747,098	\$4,928,579
<b>Service Increase Scenarios (Enter % Price Change)</b>							
	-4.19%	-4.21%	-4.27%	-4.22%	-4.19%	-4.08%	-4.00%
10%+19% Increase in Service	\$64.51	\$65.99	\$69.12	\$72.47	\$75.21	\$78.03	\$81.08
	\$4,140,858	\$4,235,859	\$4,436,771	\$4,651,806	\$4,827,685	\$5,008,699	\$5,204,477
	-6.06%	-6.10%	-6.16%	-6.09%	-6.05%	-5.90%	-5.79%
20%+29% Increase in Service	\$63.25	\$64.69	\$67.75	\$71.05	\$73.75	\$76.55	\$79.57
	\$4,429,069	\$4,529,904	\$4,744,180	\$4,975,262	\$5,164,329	\$5,360,398	\$5,571,873
	-6.89%	-6.92%	-7.01%	-6.93%	-6.88%	-6.70%	-6.58%
30% + Increase in Service	\$62.69	\$64.12	\$67.14	\$70.42	\$73.10	\$75.90	\$78.90
	\$4,755,676	\$4,864,156	\$5,093,254	\$5,342,075	\$5,545,381	\$5,757,789	\$5,985,370

**B. Insurance Cost (Fixed Annual Cost)**

	Base Contract			Option Years			
	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32
Insurance Cost	\$198,015	\$207,915	\$218,311	\$229,227	\$240,688	\$252,722	\$265,358

**C. Microtransit Demonstration Project**

	Base Contract			Option Years			
	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32
Annual Vehicle Revenue Hours	3,060	3,060	3,060	3,060	3,060	3,060	3,060
Contractor's Proposed Annual Cost Adjustment (Enter % Price Increase)	0.00%	2.14%	4.42%	5.33%	4.03%	5.17%	4.79%
Contractor's Proposed Base Rate per Vehicle Revenue Hour	\$53.17	\$54.31	\$56.71	\$59.73	\$62.14	\$65.35	\$68.48
Microtransit Demonstration Total	\$162,700	\$166,189	\$173,533	\$182,774	\$190,148	\$199,971	\$209,549

**D. Start-Up Costs (One-Time)**

Enter Description	\$0
Enter Description	\$0
Enter Description	\$0
Enter Description	\$0
Enter Description	\$0
Enter Description	\$0
Enter Description	\$0

Enter Description	\$0
Enter Description	\$0
Enter Description	\$0
Enter Description	\$0
Enter Description	\$0
Enter Description	\$0
TOTAL START-UP COSTS	\$0

**Proposer Certification**

Dorothea DePrisco  
Name (Printed or Typed)

Assistant Corporate Secretary  
Title

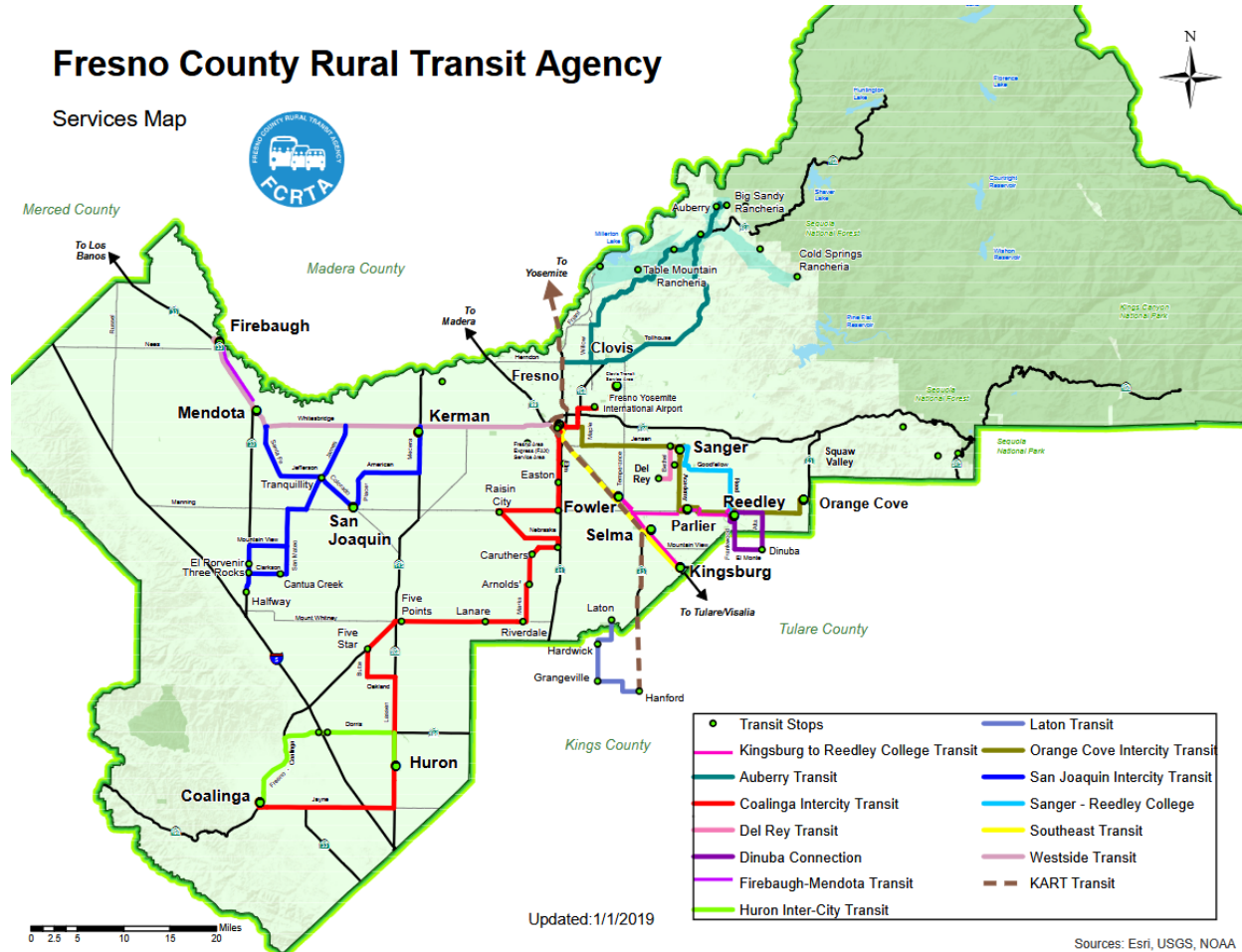
  
Signature

15-Apr-25  
Date



# EXHIBIT 3

## FCRTA SERVICE MAP



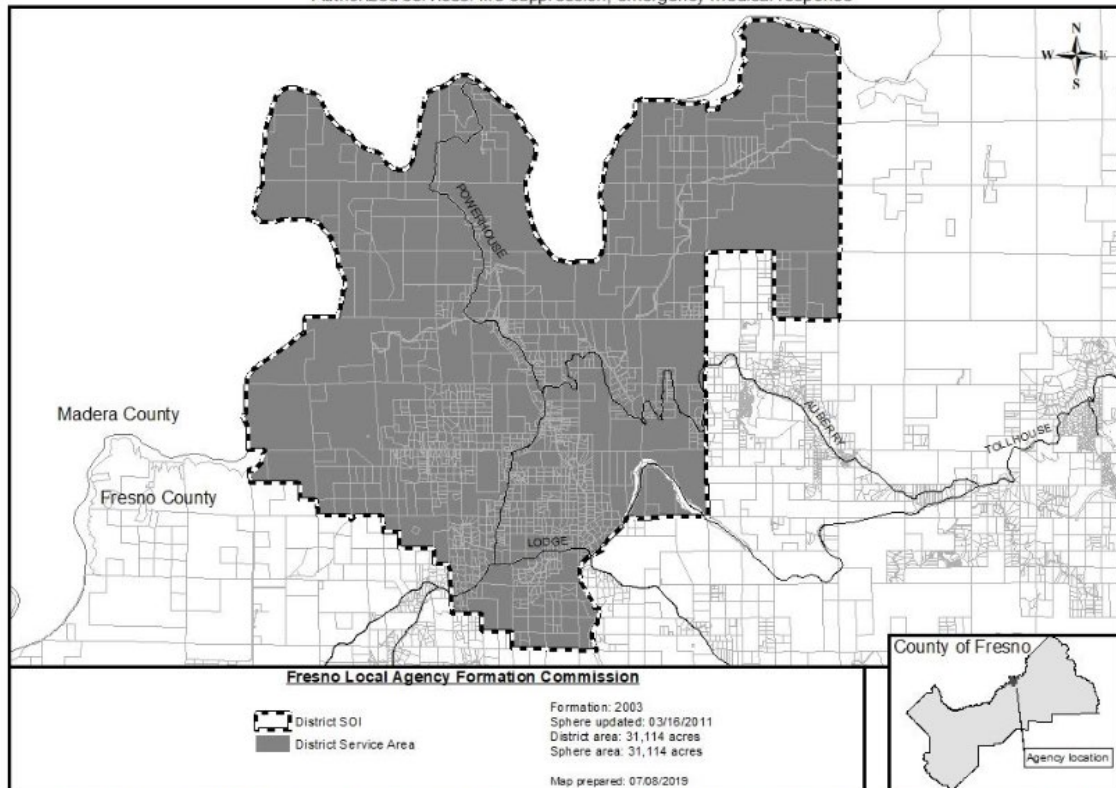
## EXHIBIT 4

### Auberry Sphere of Influence/ Transit Service Area Map

Figure 1 – District Map

#### County Service Area No. 50 (Auberry Volunteer Fire Department)

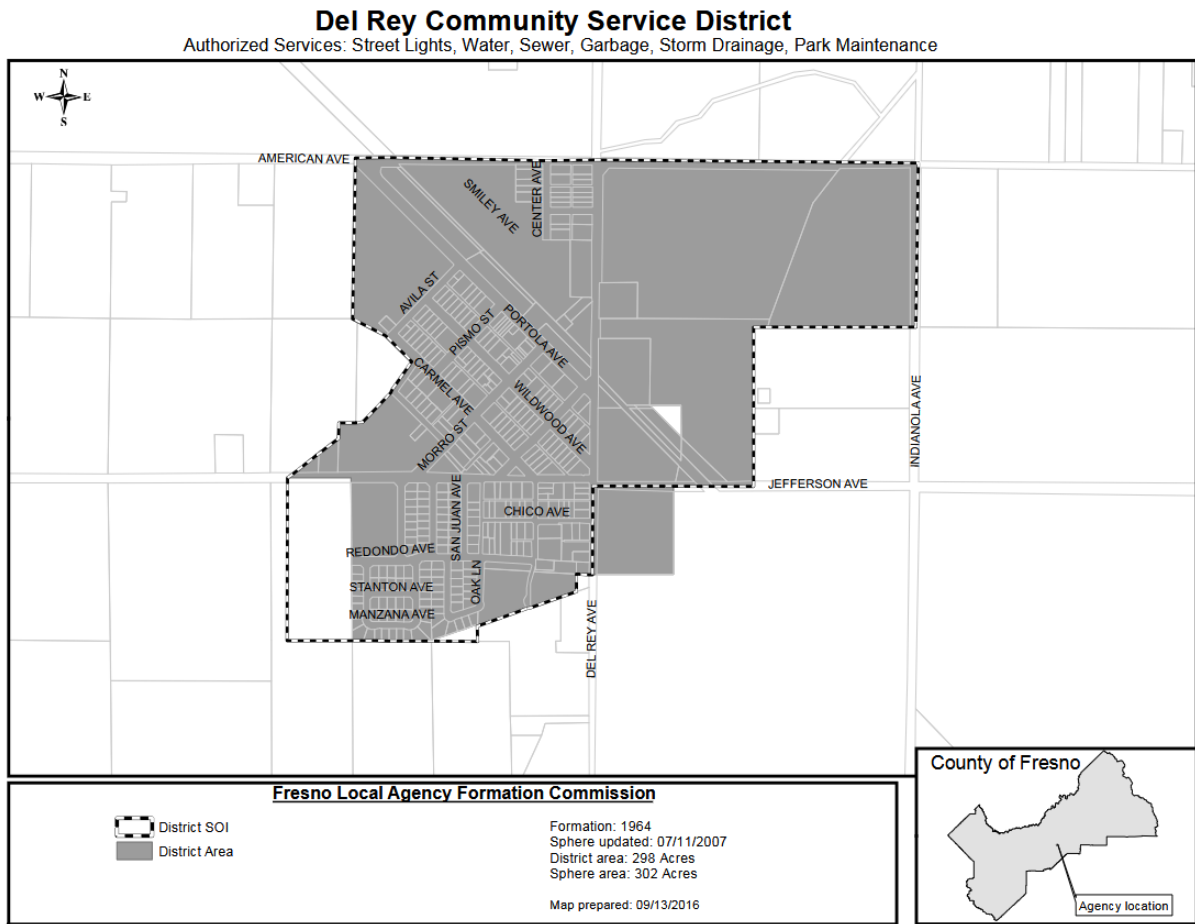
Authorized services: fire suppression, emergency medical response



Document Path: G:\LAFCO WORKING FILES\GIS Layers and Maps\00-LAF Co Maps\Special Districts\County Service Areas\CSA No 50 (Auberry Fire)\CSA 50 (Auberry Fire).mxd

## EXHIBIT 5

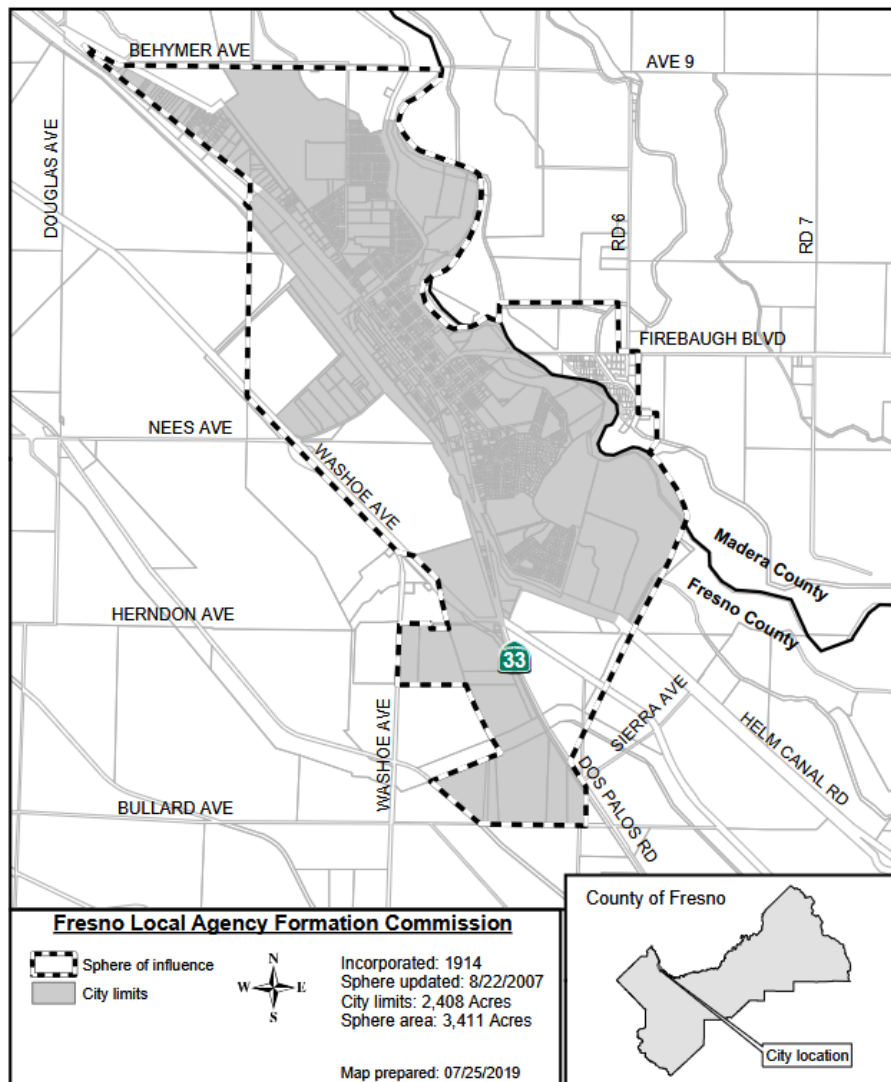
### Del Rey Sphere of Influence/ Transit Service Area Map



## EXHIBIT 6

### Firebaugh Sphere of Influence/ Transit Service Area Map

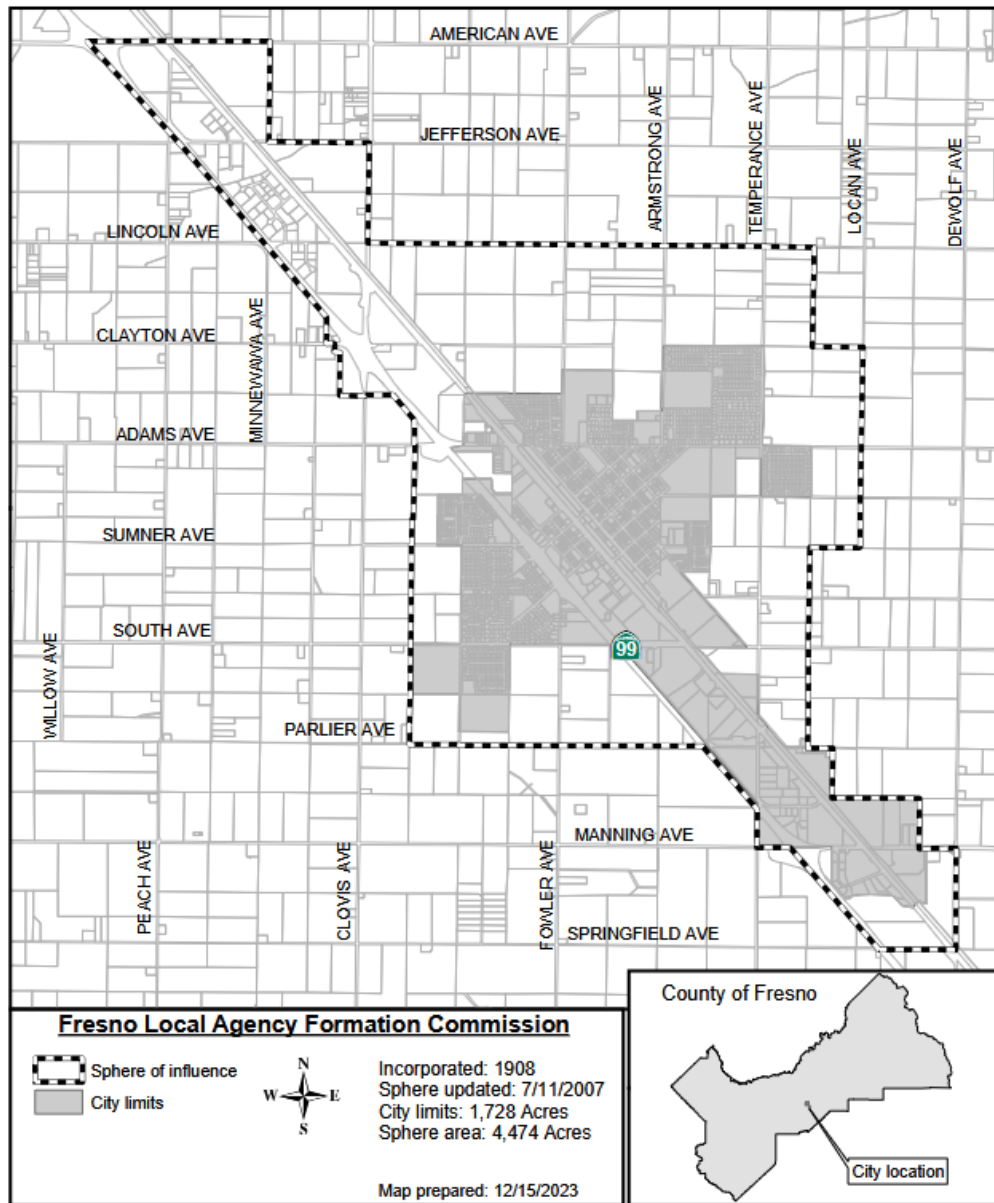
#### City of Firebaugh



## EXHIBIT 7

### Fowler Sphere of Influence/ Transit Service Area Map

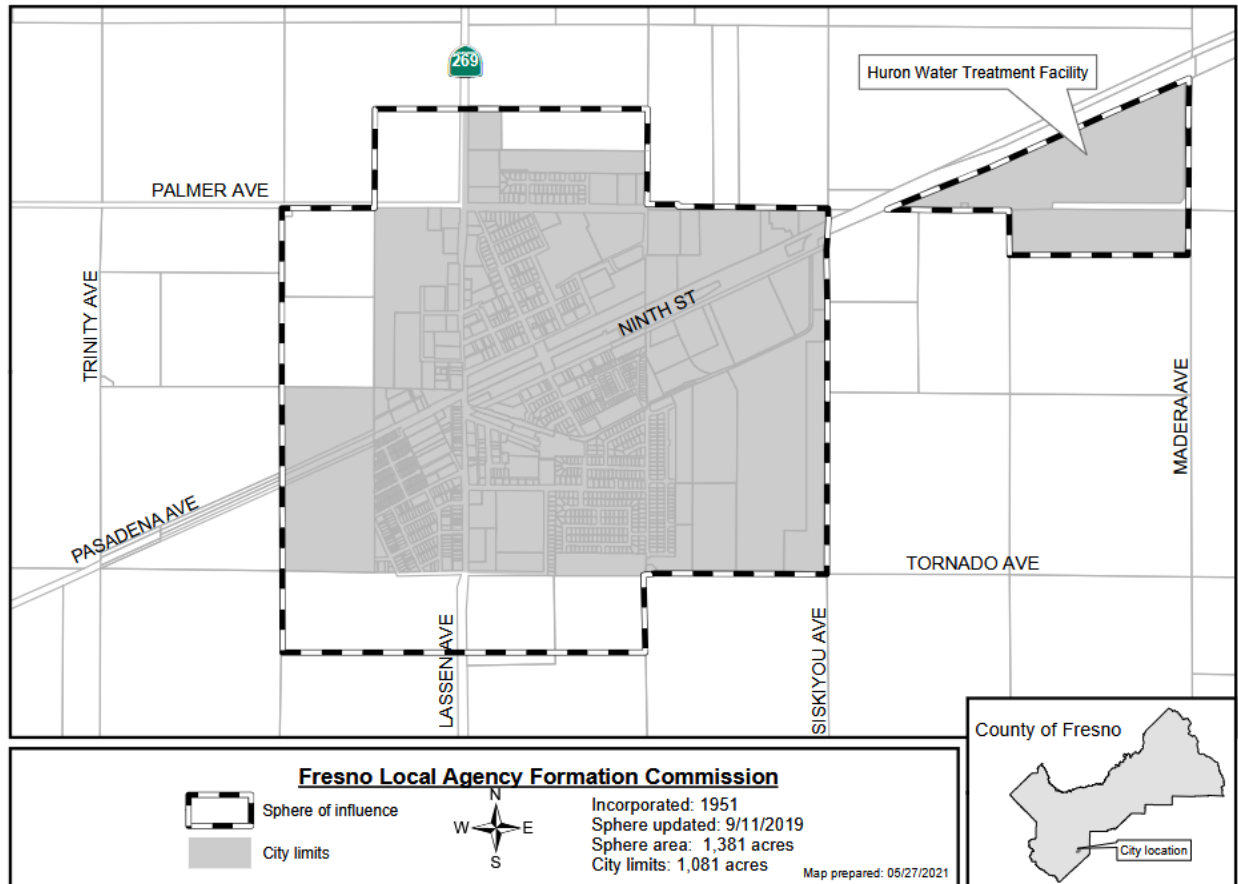
## City of Fowler



## EXHIBIT 8

### Huron Sphere of Influence/ Transit Service Area Map

## City of Huron

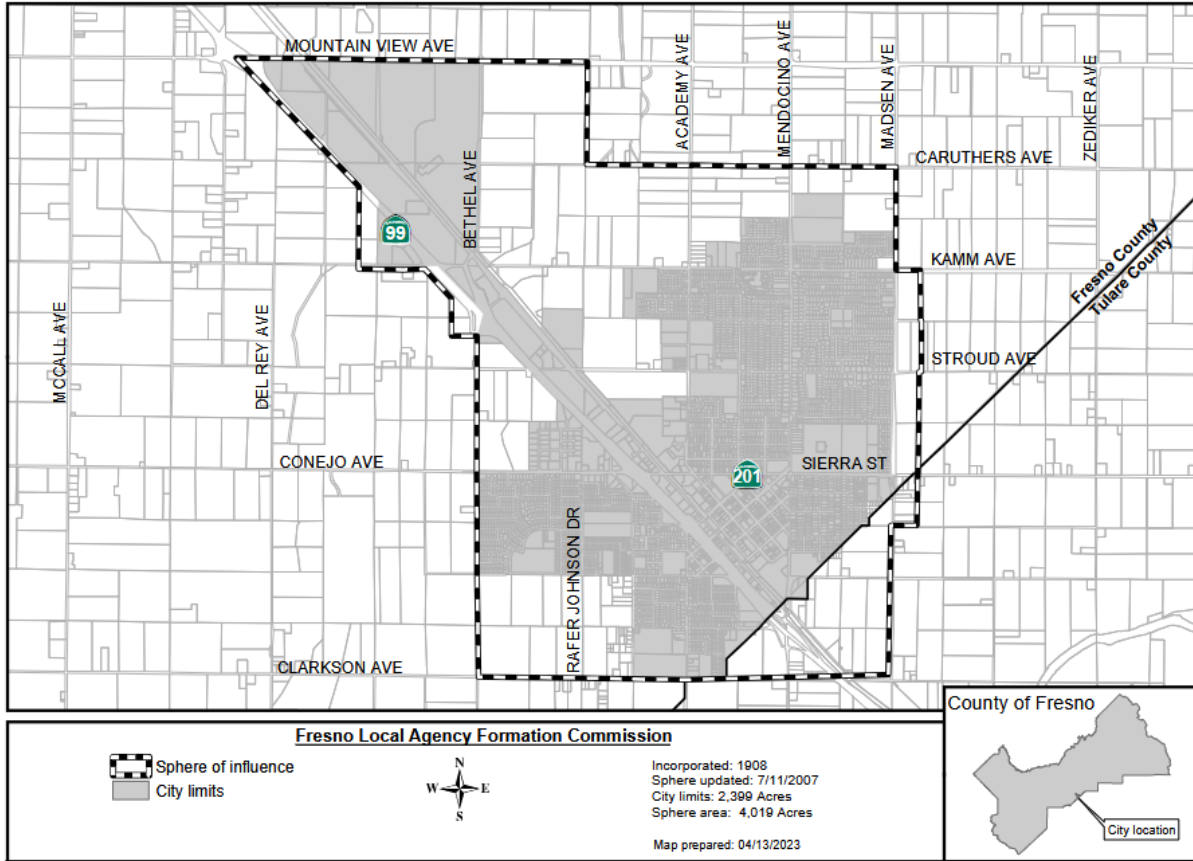


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EXHIBIT 9

Kingsburg Sphere of Influence/ Transit Service Area Map

**City of Kingsburg**

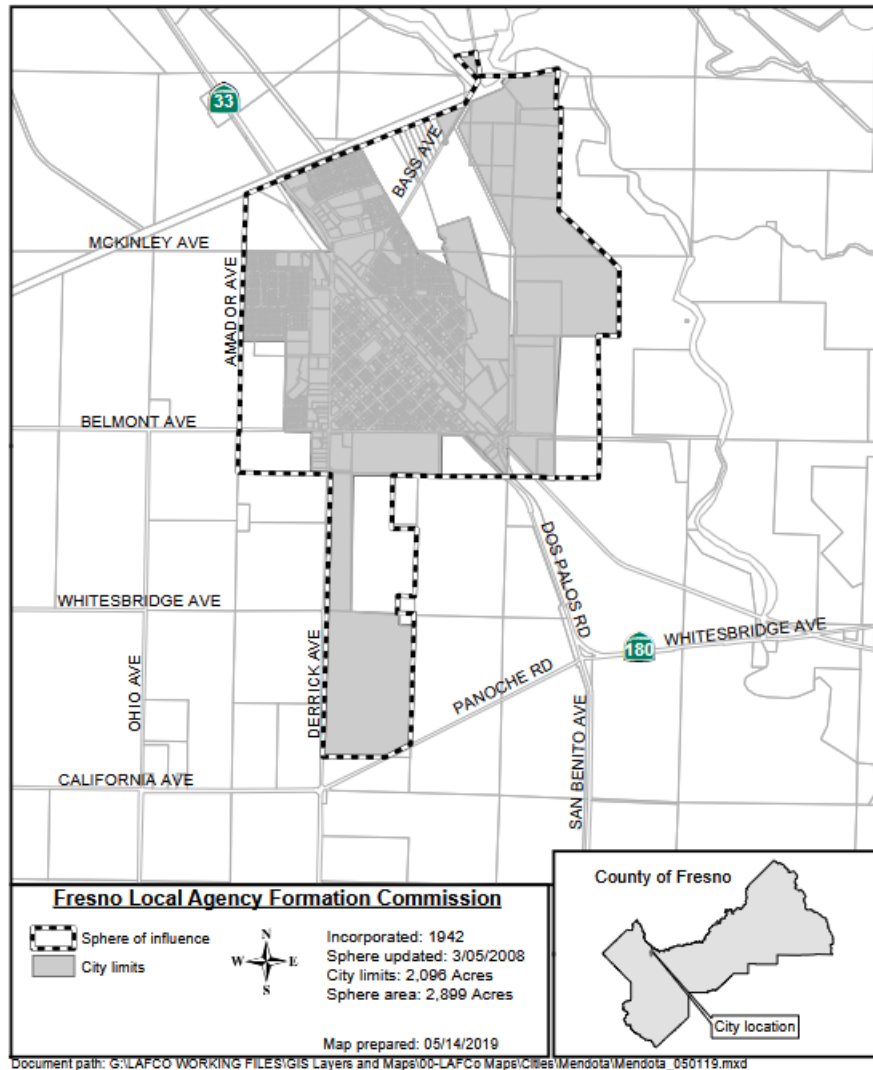


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## EXHIBIT 10

### Mendota Sphere of Influence/ Transit Service Area Map

#### City of Mendota

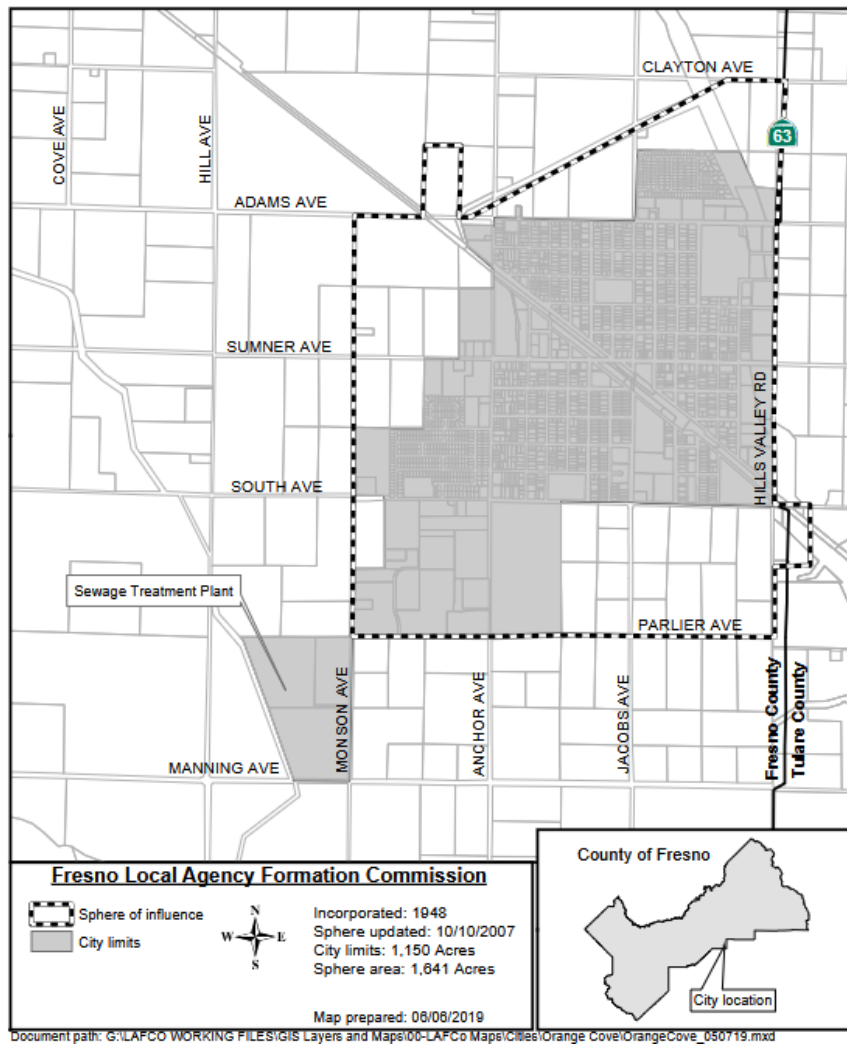




## EXHIBIT 11

### Orange Cove Sphere of Influence/ Transit Service Area Map

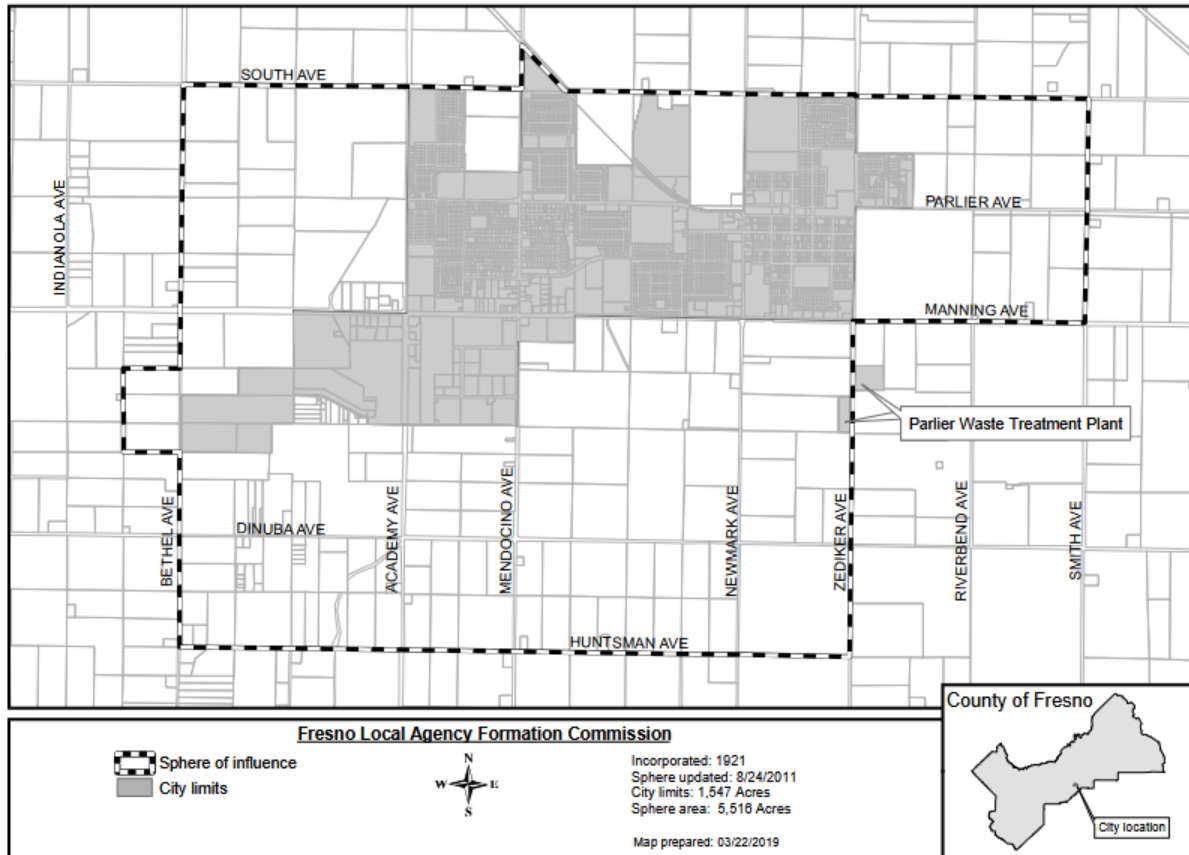
#### City of Orange Cove



## EXHIBIT 12

### Parlier Sphere of Influence/ Transit Service Area Map

#### City of Parlier



# EXHIBIT 13

## Rural Micro-Transit Service Area Map

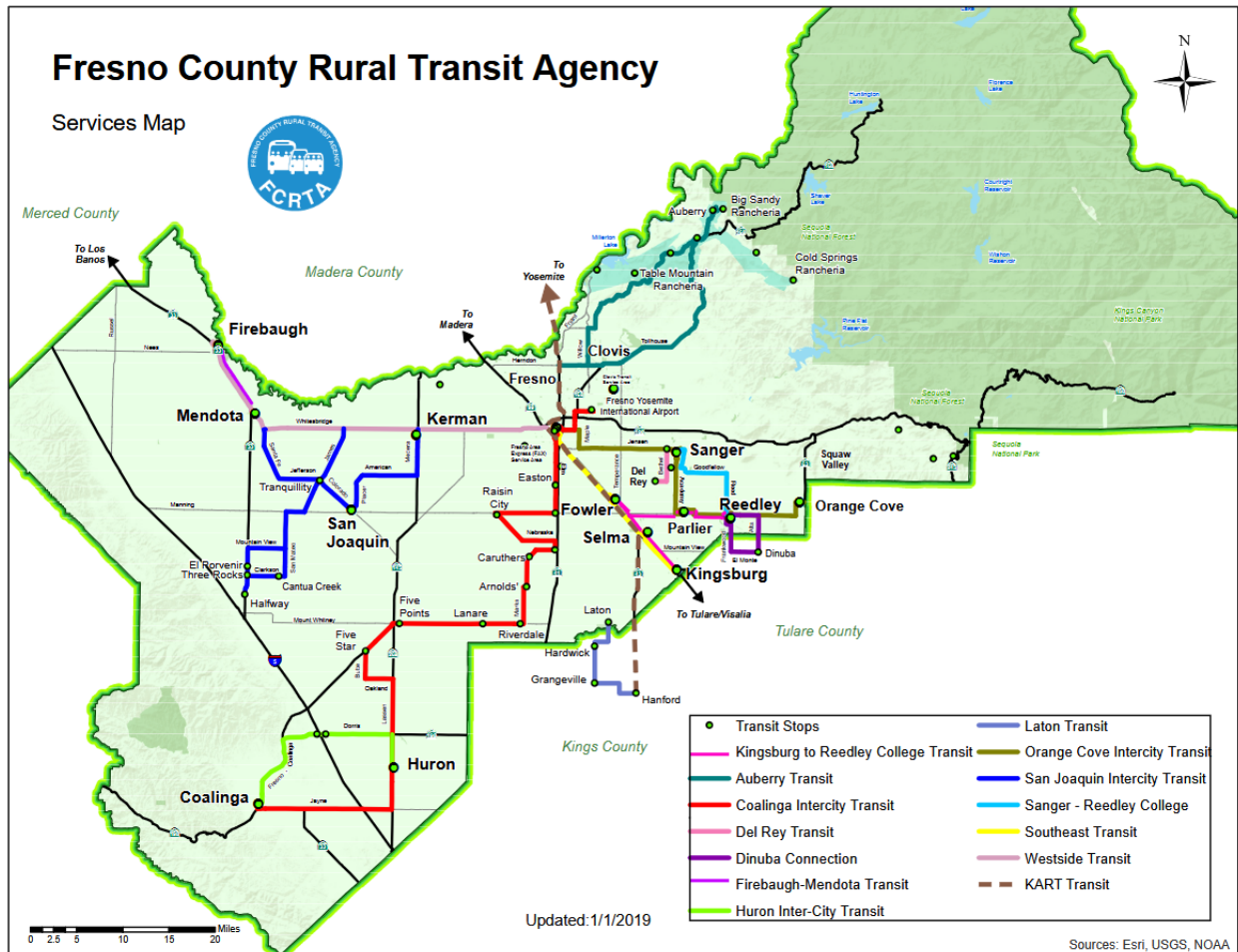
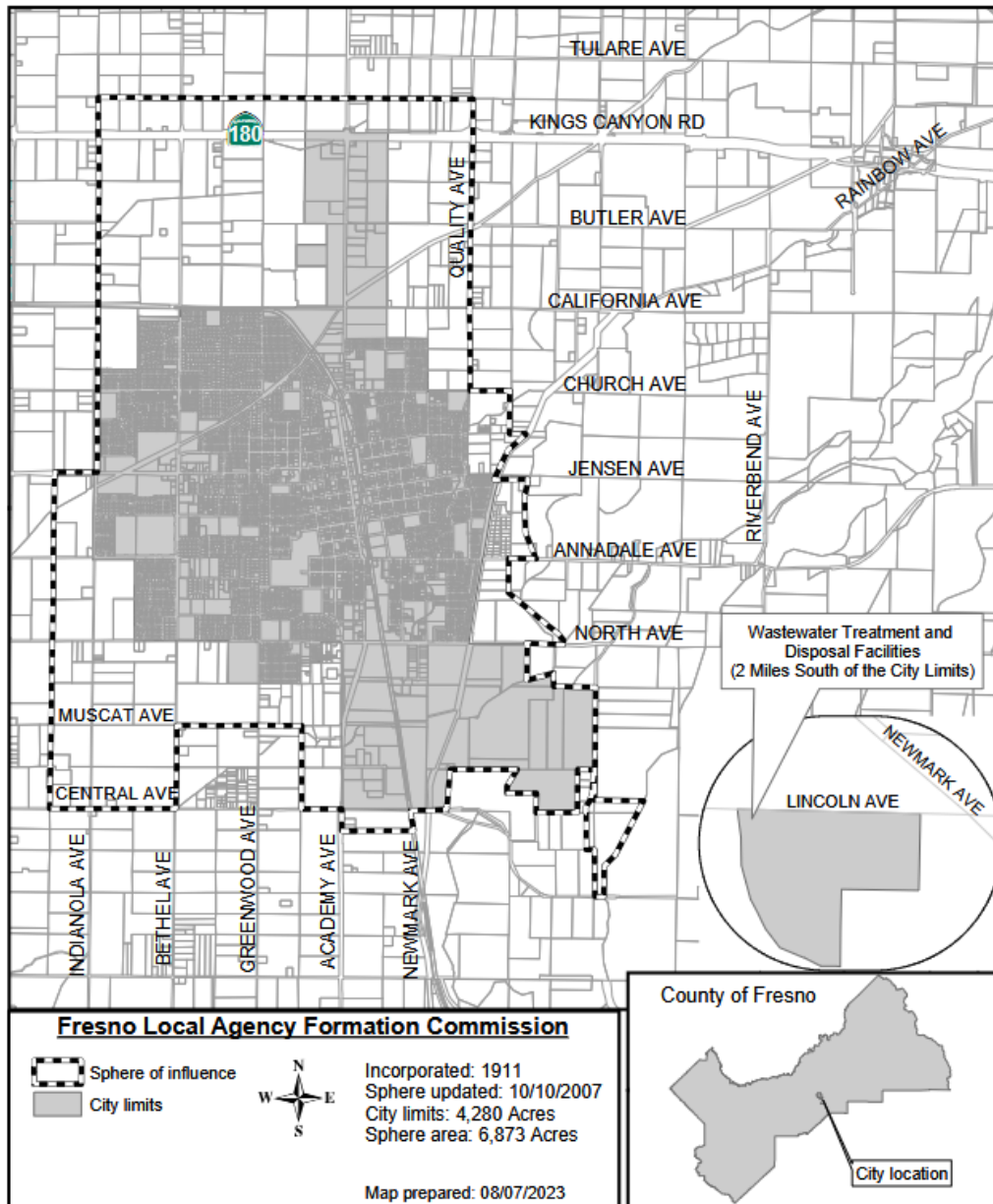


EXHIBIT 14

Sanger Sphere of Influence/ Transit Service Area Map

**City of Sanger**

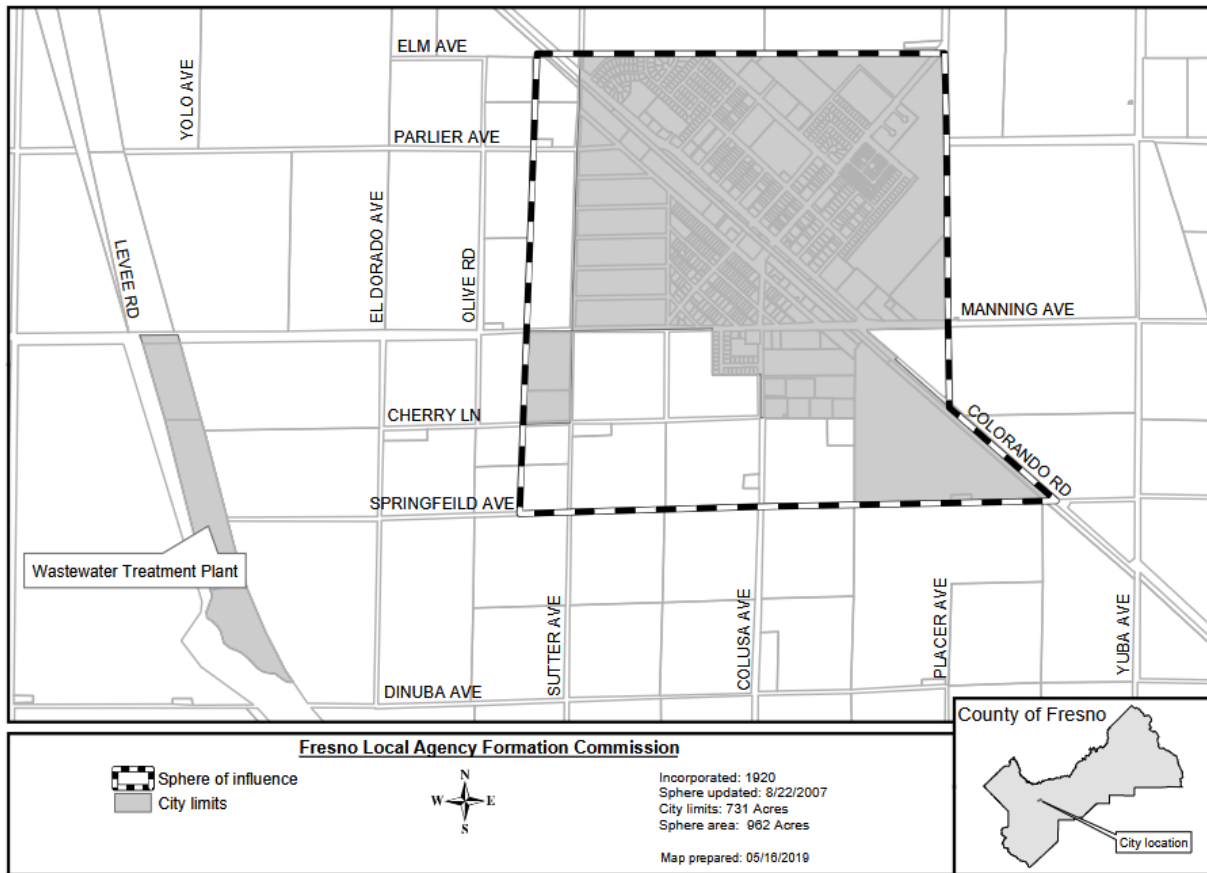


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EXHIBIT 15

San Joaquin Sphere of Influence/ Transit Service Area Map

**City of San Joaquin**

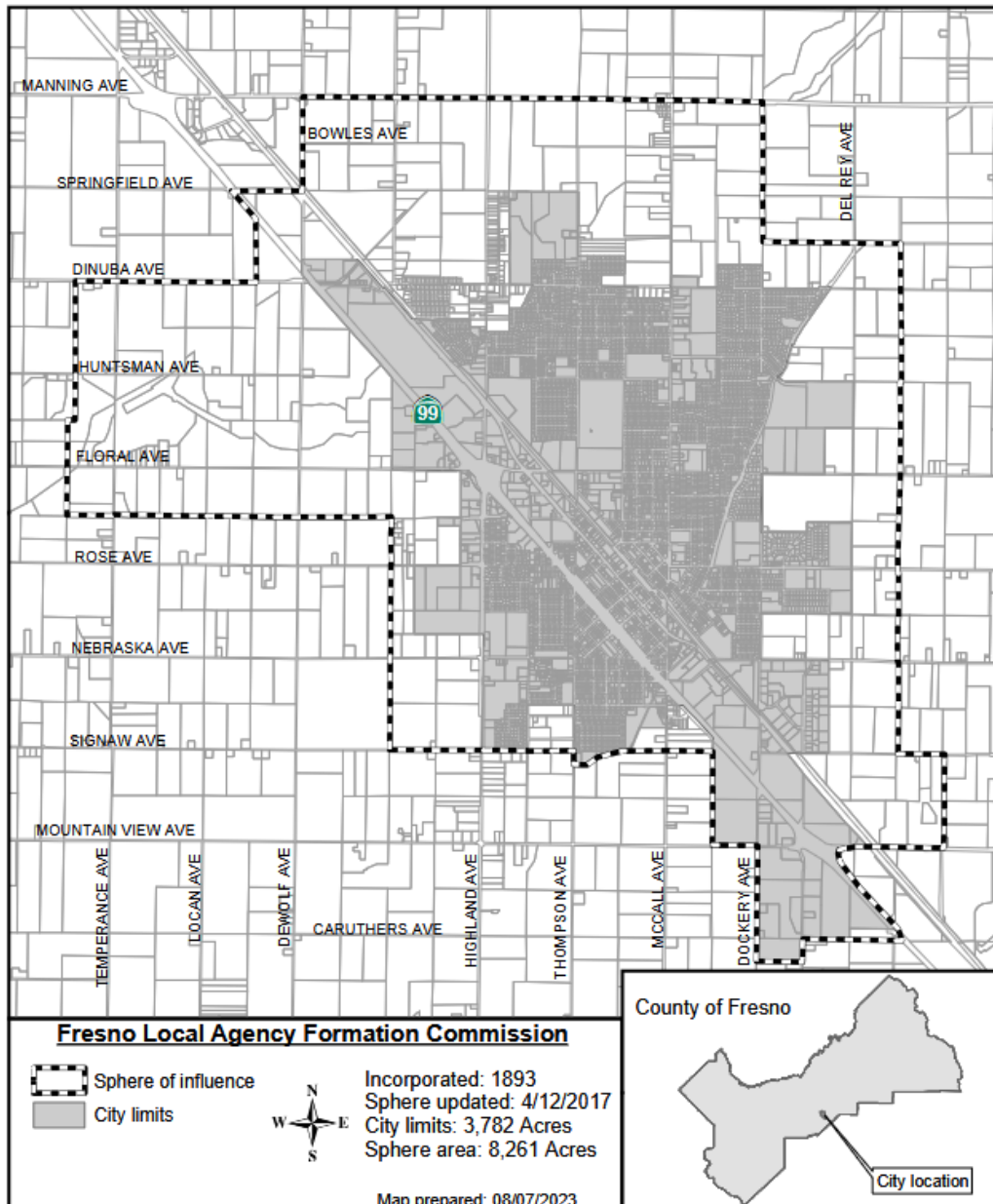


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EXHIBIT 16

Selma Sphere of Influence/ Transit Service Area Map

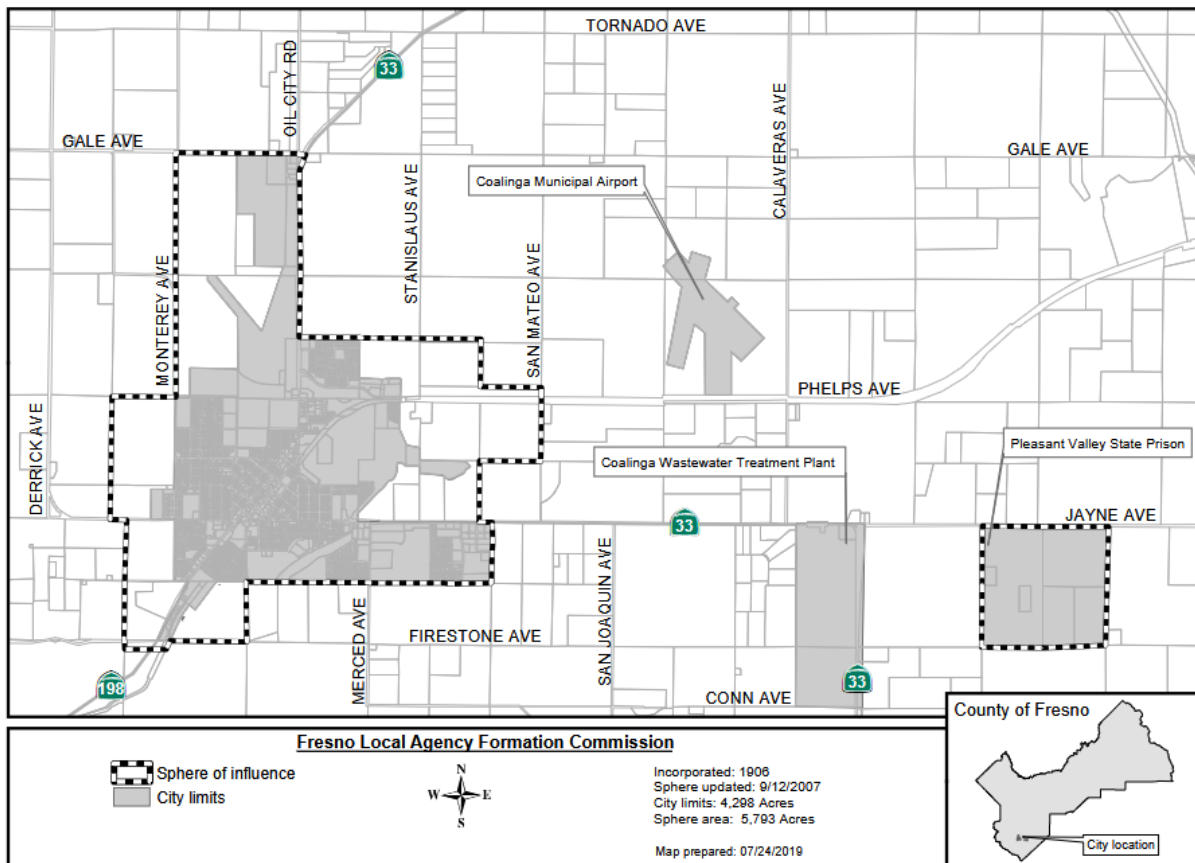
## City of Selma



## EXHIBIT 17

### Coalinga Sphere of Influence/ Transit Service Area Map

#### City of Coalinga

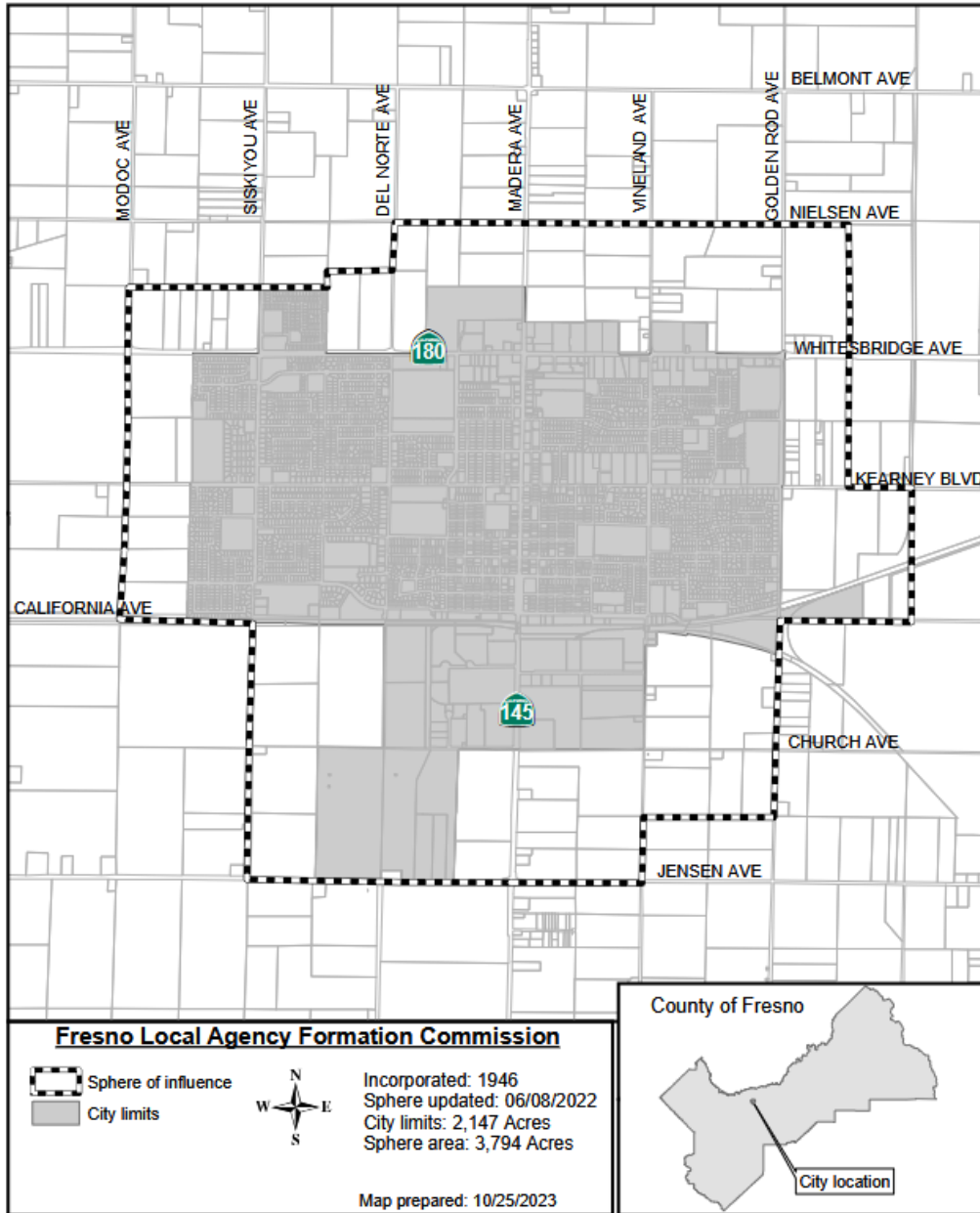


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EXHIBIT 18

Kerman Sphere of Influence/ Transit Service Area Map

**City of Kerman**



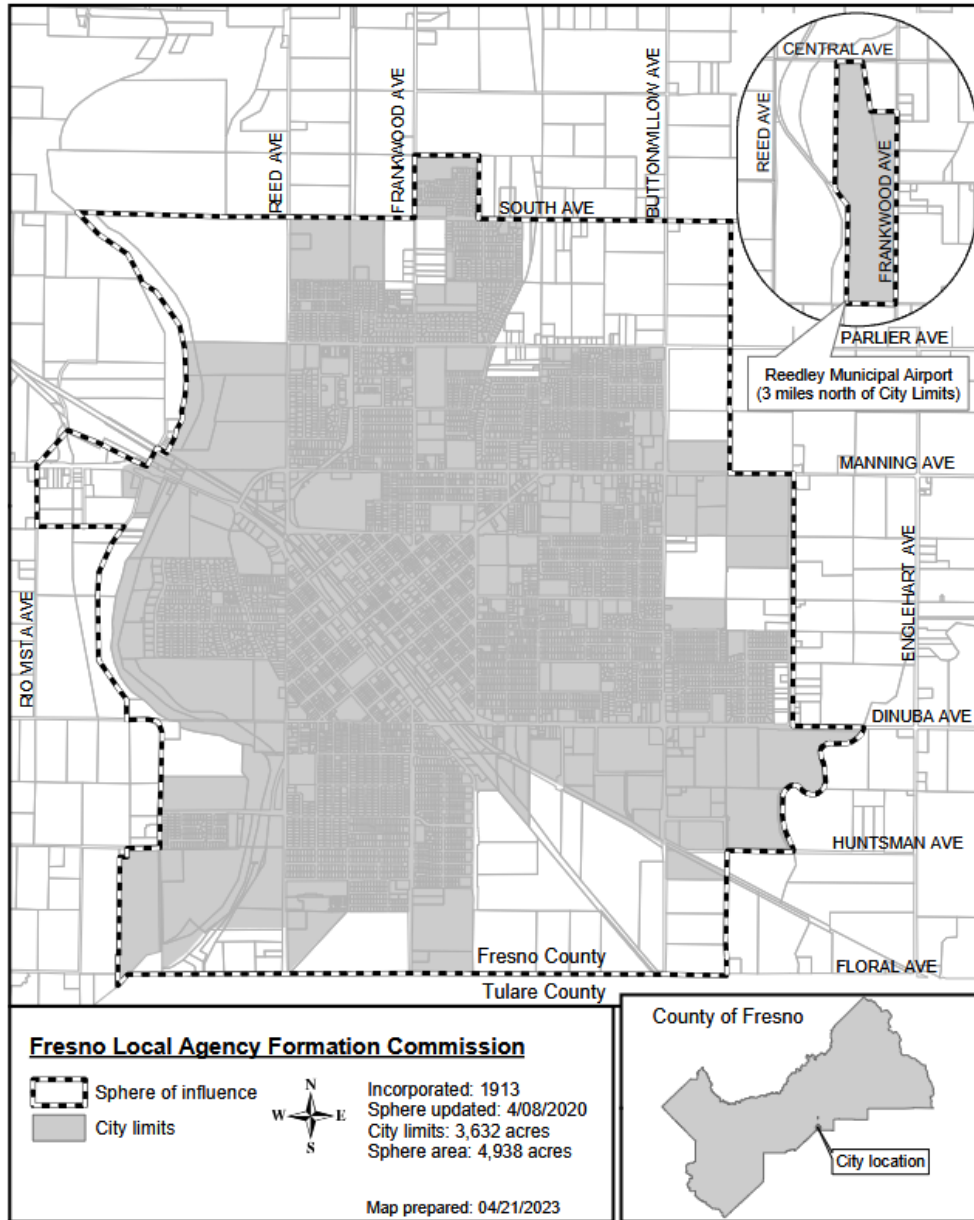
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EXHIBIT 19

Reedley Sphere of Influence/ Transit Service Area Map

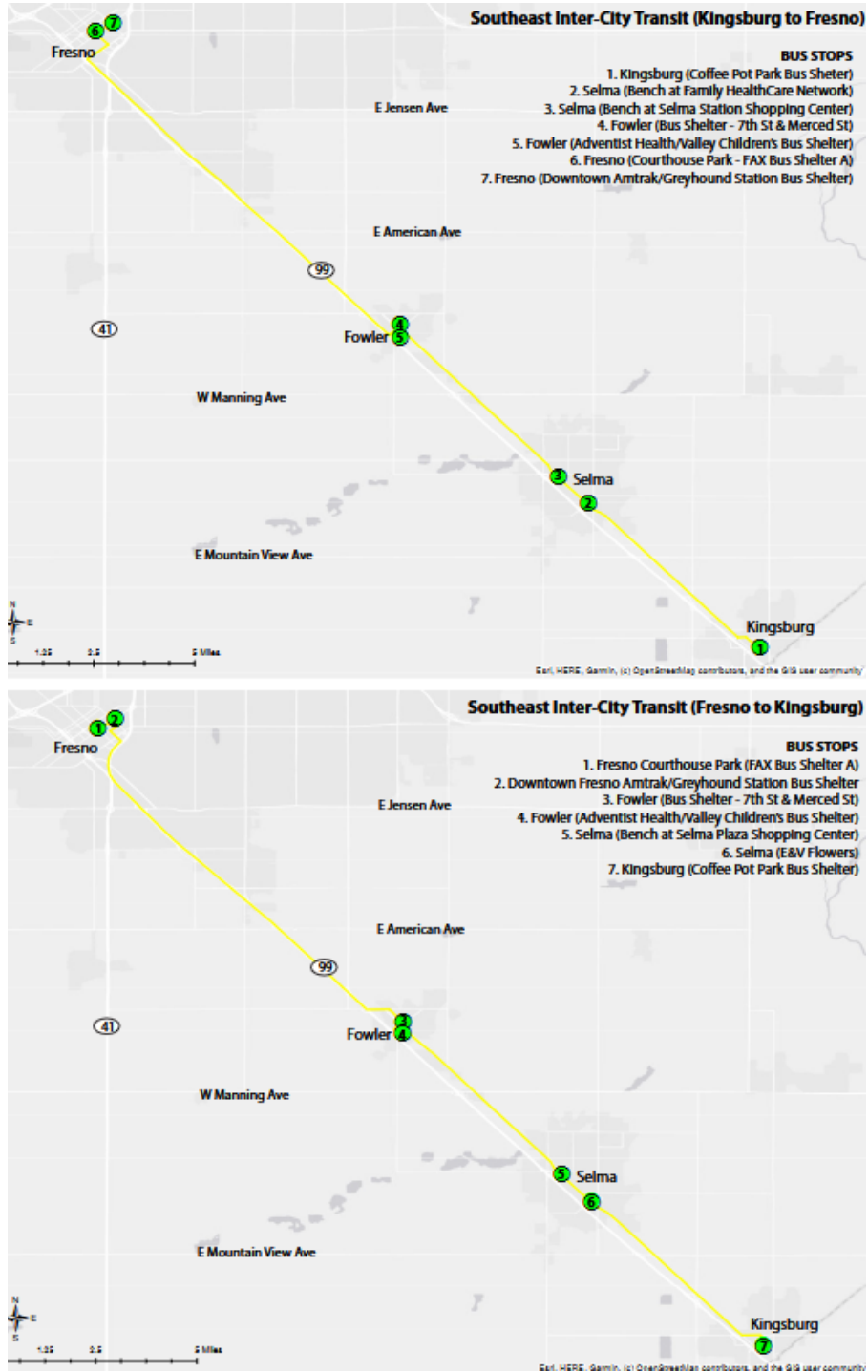
**City of Reedley**



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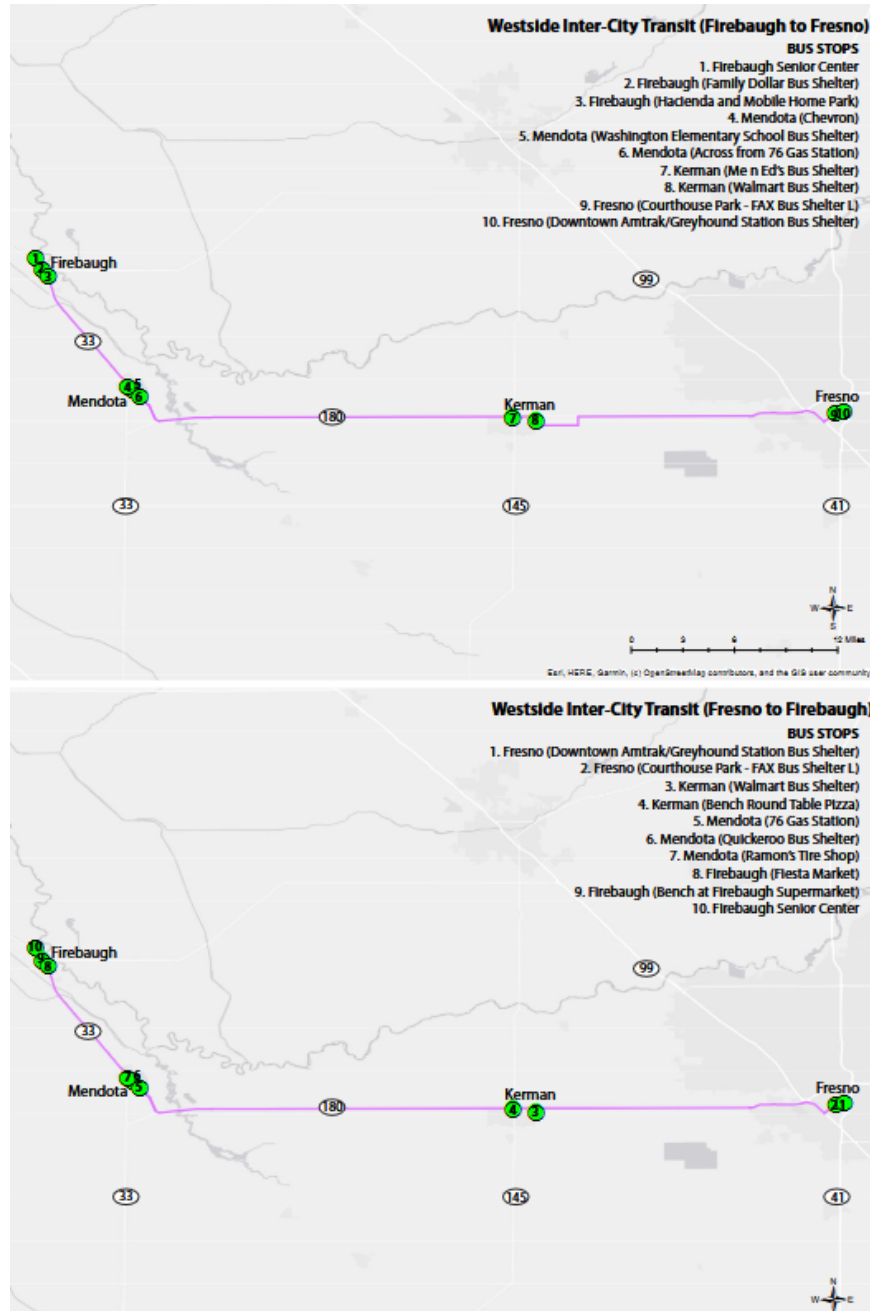
## EXHIBIT 20

### Southeast Transit Service Area Map



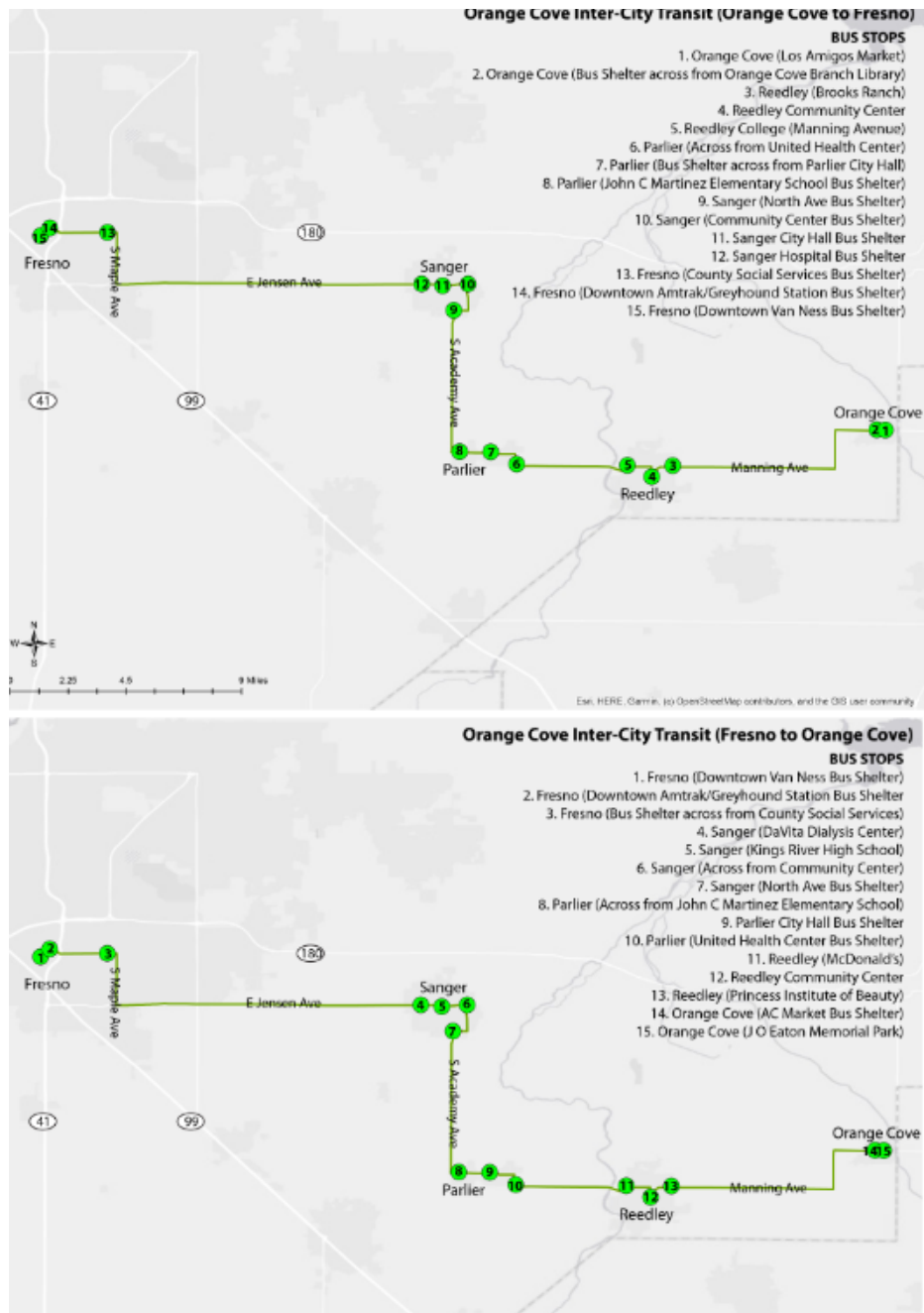
## EXHIBIT 21

### Westside Transit Service Area Map



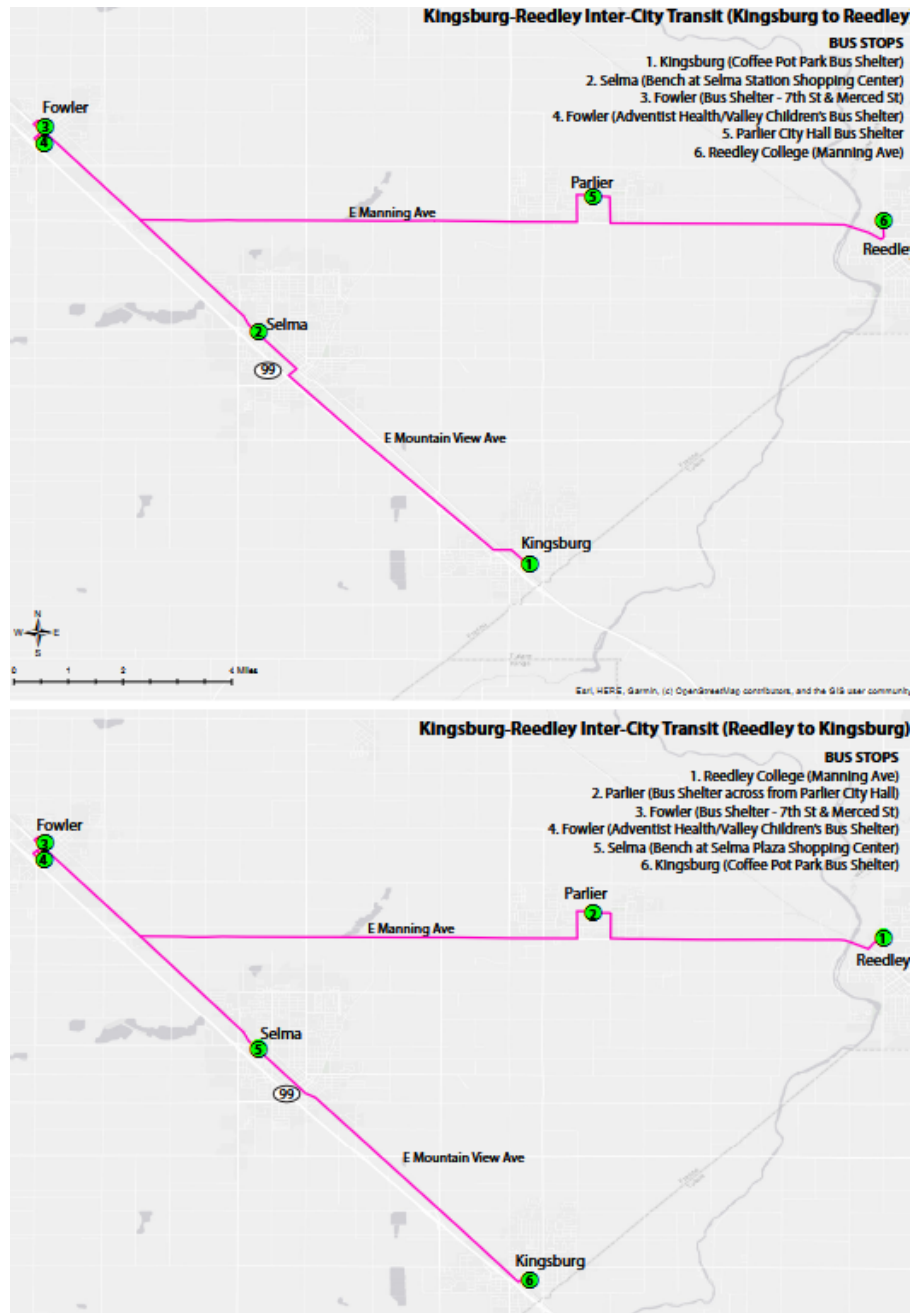
## EXHIBIT 22

### Orange Cove Intercity Transit Service Area Map



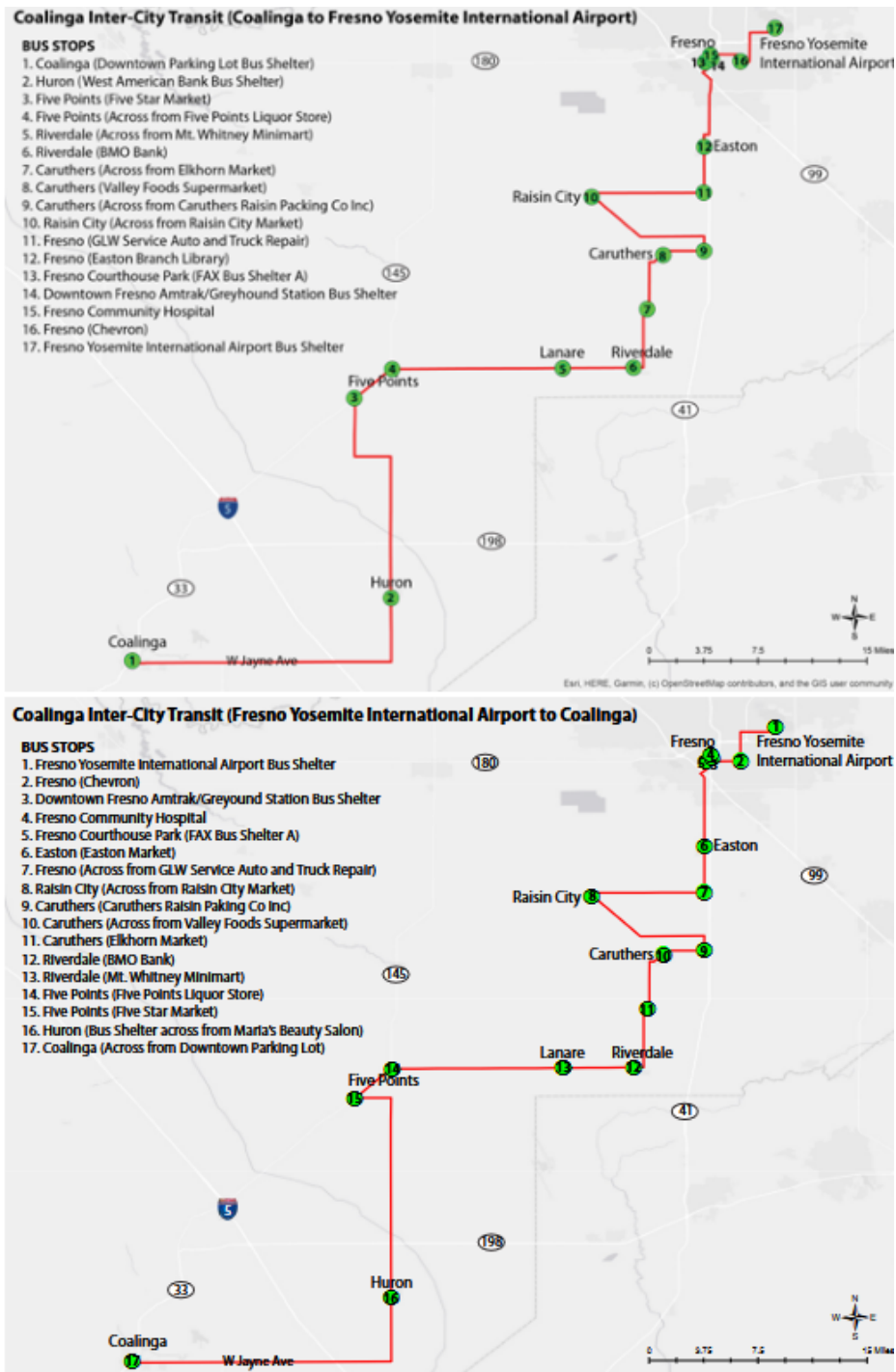
## EXHIBIT 23

### Kingsburg Reedley College Transit Service Area Map



## EXHIBIT 24

### Coalinga Inter-city Transit Service Area Map



Holiday Schedule  
(Subject to updates by any City)

\*\*\*\*HOLIDAY SCHEDULE SUBJECT TO CHANGE BASED ON EACH CITY OBSERVANCE