



## FRESNO COUNTY RURAL TRANSIT AGENCY

2035 Tulare Street, Suite 201, Fresno, CA 93721

Phone: 559-233-6789 Fax: 559-233-9645

Webpage: [www.ruraltransit.org](http://www.ruraltransit.org)

### FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA) AGENDA

DATE: Thursday, May 28, 2015

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 93726

(Corner of Tulare and Van Ness Ave. - above Club One

Park in Underground Garage - Entrance off Tulare & Van Ness Ave.

Exit Elevator on Tulare St., Turn Left, Enter Lobby Door,

Up Elevator to Second Floor, Left to Sequoia Conference Room)

#### **Americans with Disabilities Act (ADA) Accommodation**

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

**AB 23 Requirement:** In accordance with the Brown Act and AB23 the amount of stipend paid to members of the Board of Directors for attending this meeting of the Fresno County Rural Transit Agency, is \$50.00.

#### **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. Approve "Executive Minutes of April 30, 2015" (Attachment)

#### **3. REVIEW AND COMMENT ITEMS**

- A. Federal Transit Administration (FTA) Section 5311 Operating Assistance Application

**Summary:** The California Department of Transportation Division of Mass Transportation Rural Transit and Intercity Bus Branch accepted our annual application in the amount of \$1,552,366.00 for operating assistance for the Fiscal year 7/01/15-6/30/16. This funding allocation is down by \$300,086.00 from Fiscal year 2014-15. This funding is applied to all sub systems operations under FCRTA. The application is available for your review on the Fresno COG website: [www.fresnocog.org](http://www.fresnocog.org).

A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY  
THE CITIES OF: COALINGA; FIREBAUGH; FOWLER; HURON; KERNAN; KINGSBURG; MENDOTA; ORANGE COVE; PARLIER; REEDLEY; SANGER; SAN JOAQUIN; SELMA; & FRESNO COUNTY



**Action:** Staff recommends approval of this funding application by Board action with enclosed Resolution 2015-03 following an expressed opportunity for public comment. (Attachment)

B. National Parks Service Implementation

**Summary:** On April 30, 2015 the FCRTA Board agreed conceptually to implement the service. Exhibit A of the contract - FCRTA Fresno\Sequoia\Kings Canyon provides the latest cost and revenue estimates. COG will provide \$241,311 per year, \$482,622 for the two year demonstration program. Attached is the proposed contract between FCRTA and the FCOG.

**Action** Staff recommends authorization retroactively as of May 20<sup>th</sup> (coinciding with the first kick-off event preceding the official operations startup on May 23<sup>rd</sup>) of the FCOG/FCRTA by concurrence with the JPA amendment approved at the November 2014 COG Board meeting. (Attachment)

C. 2015-2020 Short Range Transit Plan for the Rural Fresno County Area

**Summary:** The Short Range Transit plan (SRTP) for the rural Fresno County Area has been developed by the Fresno Council of Governments (Fresno COG) in cooperation with the Cities of Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma, the County of Fresno, and the Fresno Economic Opportunities Commission (FEOC). The SRTP for the Rural Fresno County Area provides a five (5) year action-oriented program to implement the Public Transportation Element of the Regional Transportation Plan (2014). The SRTP as implemented provides a basis for local governments to demonstrate that the public transportation needs within their jurisdiction have been, and may continue to be, reasonably met.

Fresno COG, acting in its capacity as the Regional Transportation Planning Agency for Fresno County is required by the Transportation Development Act to annually make findings that public transportation needs have been reasonably met before it may approve local Transportation Fund claims for street and road projects. The services and ridership data are continually monitored and evaluated to determine beneficial modifications and/or Plan amendments. Public involvement is continually sought in conjunction with the ongoing planning and implementation process. This document is a direct result of that process and is updated every two (2) years. The SRTP for the Rural Fresno County Area serves as a valuable resource document of specific information for citizens and local elected officials. The application is available for your review on the Fresno COG website: [www.fresnocog.org](http://www.fresnocog.org).

**Action:** Staff recommends the continuation of the 45 day review for a proposed June 25, 2015 adoption. The initial 45 day review was started on May 15, 2015 at the Technical and Policy Advisory Committee meetings.

D. FTA Section 5311(F) Project Assistance for Rural Transit and Intercity Bus

**Summary:** The National Parks Transit Demonstration Project to Yosemite, Sequoia and Kings Canyon National Parks, applications have been filed with Caltrans Division of Rail and Mass Transit for a grant administered by the Federal Transit Administration Section 5311(F) – Inter City Bus Program. The application for the Fresno to Yosemite Route is requesting an award amount of \$300,000 to support operation of the service, which will be operated and managed by YARTS. The application for the route to Sequoia and Kings Canyon National Park, which will have the brand name “Big Trees Transit”, is requesting \$100,000 to support marketing and media outreach to promote ridership and interconnectivity with the intercity bus network in California and other modes of transportation such as Amtrak and Fresno Yosemite International Airport. Fresno County Rural Transit Agency, as the public transit agency, is managing the service. Fresno Economic Opportunities Commission is undertaking the day to day operations and maintenance tasks. The City of Sanger, as the project sponsor has selected the marketing and media firm Archer & Hound to provide the promotion and branding campaign services. Fresno COG is providing planning activities, oversight and administration of project funding. The application is available for your review on the Fresno COG website: [www.fresnocog.org](http://www.fresnocog.org).



**Action:** Staff recommends FCRTA Board approval of the submitted application for 5311(F) funding by Resolution 2015-04. (Attachment)

#### 4. INFORMATIONAL ITEMS

##### A. City of Huron CNG Installation

**Summary:** The installation of three fueling stations is almost complete with concrete pads, overhead awning and major electrical and gas lines installed. We are waiting on PG&E for further approvals for completion of this infra structure project.

**Action:** Information item. Direction may be provided at the discretion of the Board.

#### 5. ADJOURNMENT

**FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)  
Executive Minutes**

DATE: Thursday, April 30, 2015  
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 93726

Attending:

Mayor Ron Ramsey, City of Coalinga  
Mayor Craig Knight, City of Firebaugh  
Mayor David Cardenas, City of Fowler  
Mayor Sylvia Chavez, City of Huron  
Mayor Stephen Hill, City of Kerman  
Mayor Robert Silva, City of Mendota  
Mayor Victor Lopez, City of Orange Cove  
Mayor Pro Tem Raul Villanueva, City of Parlier  
Councilmember Robert Beck, City of Reedley  
Mayor Amarpreet Dhaliwal, City of San Joaquin  
Mayor Scott Robertson, City of Selma  
Supervisor Buddy Mendez, County of Fresno

Moses Stites, General Manager  
Suzanne Martinez, Associate Regional Planner, Fresno COG  
Arthur Wille, Legal Counsel

The meeting was called to order by Mayor Dhaliwal (San Joaquin), Chair at 7:15 pm.

**1. ROLL CALL**

**QUORUM:** At the start of the meeting there were 12 members present, representing 17 votes. There was a quorum and business was in order

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.

There were no public presentations.

**2. ACTION ITEMS**

- A. Approve "Executive Minutes of March 26, 2015"

Following an expressed opportunity for public comment, a motion was made by Mayor Knight (Firebaugh) and seconded by Mayor Cardenas (Fowler) to approve the March 26, 2015 Executive Minutes as presented. A vote was called for and the motion carried.

**3. REVIEW AND COMMENT ITEMS**

- A. Kingsburg Transit Stop-Federal Aid Project

Moses Stites, General Manager, presented this item, reporting that the City of Kingsburg is requesting a matching contribution from FCRTA in the amount of \$5,546 for the installation of a bus shelter and associated sidewalk improvements around the shelter. This will provide a second shelter for the city, and will be located in the northwest part of town and the only shelter located at the downtown park. The total project costs are \$48,346 and the federal grant only covers \$42,800. The request for the matching funds

which, if FCRTA were to purchase and install this shelter, the costs would be almost triple the matching funds requested. This is an opportunity to partner with a member agency on a public transit project that will benefit all parties including the general public.

Following an expressed opportunity for public comment, a motion was made by Mayor Cardenas (Fowler) and seconded by Mayor Lopez (Orange Cove) to approve the request for matching funds. A vote was called for and the motion carried.

#### B. Status on Lanare Transit

Mr. Stites presented this item, reporting that during the annual "unmet transit needs" hearings held in Fresno County, it was determined that the residents of Lanare had an unmet transit need for general public service. While working with CRLA and leadership Counsel, the FCRTA worked to implement service commencing 9/8/15. The ridership does not warrant the continuance of the service beyond this fiscal year due to ridership and fare box requirements being below the minimum requirements. Originally the demonstration period was for 90 days, however working with the community leadership and several community based organizations, staff agreed to go beyond the 90 day period and try additional marketing and changing the size of the vehicle to promote service and enhance ridership. This will require the termination of this demonstration project.

Following an expressed opportunity for public comment, a motion was made by Mayor Chavez (Huron) and seconded by Councilmember Beck (Reedley) to initiate the termination process for this demonstration project effective June 30, 2015 with appropriate public notices and comment period. A vote was called for and the motion carried.

#### C. 2015/2016 FCRTA Budget "Draft"

Mr. Stites presented the draft budget for the Board's review and recommended that the Board initiate the 45-review of the budget. He noted that most expenditures sustain current services, despite the fact that the agency received a \$300,000 cut in funding from FTA 5311 operating assistance funds. Funds for Safety and Security were also increased from last year as well. Mr. Stites also highlighted other areas of funding allocations within the budget, including electrified fueling stations.

Following an expressed opportunity for public comment, a motion was made by Mayor Lopez (Orange Cove) and seconded by Mayor Hill (Kerman) to initiate 45 day review of the 2015/2016 FCRTA Budget for a proposed June 25, 2015 approval. A vote was called for and the motion carried.

### 4. INFORMATIONAL ITEMS

#### A. Caltrans Comment Letter on the OWP

Mr. Stites reported that in the comment letter, Caltrans makes references to the efforts of FCRTA in addressing the needs of the transit dependent residents of Fresno County and specifically mentions the new start up service from Sanger to Reedley College which continues to be successful. He stated that this next fiscal year, he would like to take the program to the next level with a little more marketing.

This was an information item and required no further action by the Board.

#### B. CHP Safety Compliance Report/Terminal Record Update

Mr. Stites reported that the motor carrier certification was recently conducted at the FCRTA maintenance subcontractor facility (City of Fresno fleet division) and we were provided a *Satisfactory* rating. The inspectors checked all vehicles and maintenance records, driver records for DMV violations, medical and drug and alcohol testing for both random and pre-employment testing.

This was an information item and required no further action by the Board.

## 5. ADJOURNMENT

There being no further business, a motion was made by Mayor Silva (Mendota) and seconded by Mayor Lopez (Orange Cove) to adjourn. A vote was called for and the motion passed.

Respectfully submitted,



Moses Stites, General Manager

\smm

**BEFORE THE  
FRESNO COUNTY RURAL TRANSIT AGENCY  
RESOLUTION NO. 2015-03**

In the Matter of:  
Federal Transit  
Administration Grant

**RESOLUTION SUPPORTING  
CLAIM AND SUBSEQUENT ACTIONS  
TO RECEIVE FY 2015-2016  
FTA SECTION 5311 FUNDS**

WHEREAS, Title 21 of the California Administrative Code, Section 1666 requires that the Fresno Council of Governments (FCOG), as the Regional Transportation Planning Agency (RTPA) for Fresno County to plan and program projects of local significance, so applicants, may reference their Applications in a "Programs of Projects" (POP) for submittal through the State of California, Department of Transportation, (Caltrans) to the Federal Transit Administration (FTA) Section 5311 program; and

WHEREAS, the FCRTA is an eligible applicant for such funds; and

WHEREAS, FCRTA has participated in the ongoing rural public transportation process with the FCOG; and

WHEREAS, the FCRTA does approve the contents and intent of an "Operating Assistance" Application for the Section 5311 funds for FY 2015-16, for submittal to the FCOG for their action; and

WHEREAS, the FCOG, at its May 28, 2015 meeting is scheduled to adopt an amendment (#5) to its 2015 Federal Transportation Improvement Program (FTIP) to include FCRTA's FY 2015-16 FTA Section 5311 Operating Grant Application; with reference in the "Program of Projects" (POP) ; and

WHEREAS, the FCOG shall transmit Certification and Assurance of the recommended Application directly to the Caltrans District 06 Office by their stipulated deadline; and

WHEREAS, the Application Process requires that the FCRTA Board of Directors affirm by Resolution 2015-03 its policy (as contained in the Agency's official and legal Joint Powers Agreement) to seek, support and enter into grant agreements or contracts for and in behalf of its Member Agencies, and enter into the necessary FTA Section 5311 Assurances to be the recipient of said funds for the purpose expressed in its submitted Grant Application; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Fresno County Rural Transit Agency does affirm its intent to be the sole recipient and contracting authority for its 2015-16 FTA Section 5311 funds in the amount of \$1,552,366.00, thus not requiring each Member Agency's policy board to act individually in the matter.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 28<sup>th</sup> day of May, 2015.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed \_\_\_\_\_  
Amarpreet Dhaliwal Chairman

I hereby certify that the foregoing is a true copy of a resolution of the Fresno County Rural Transit Agency Duly adopted at a meeting thereof Held on the 25<sup>th</sup> day of June, 2015.

Signed \_\_\_\_\_  
Moses Stites, General Manager



**FRESNO COUNCIL OF GOVERNMENTS  
AGREEMENT FOR CONTRACTOR SERVICES**

This AGREEMENT, made and entered into this 20<sup>th</sup> day of May, 2015 by and between the FRESNO COUNCIL OF GOVERNMENTS, 2035 Tulare St., Suite 201, Fresno, California 93721, a joint powers Public Agency (hereafter referred to as "FCOG"), and FRESNO COUNTY RURAL TRANSIT AGENCY, a California Joint Powers authority (hereafter referred to as "FCRTA").

**WITNESSETH:**

WHEREAS, it is necessary and desirable that FCOG retain a contracting firm to provide public transit service from Fresno to Sequoia Kings Canyon National Park (hereafter referred to as "PROJECT"); and

WHEREAS, FCRTA is designated by FCOG as the rural public transit operator in Fresno County and a claimant of Transportation Development Act funding, and

WHEREAS, FCRTA represents it is qualified to perform the services required for the PROJECT and is willing to perform such services pursuant to the terms and conditions stated in this Agreement; and

WHEREAS, FCOG and FCRTA have developed a funding plan and budget for service operations, hereafter referred to as Exhibit A, attached hereto, and

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

**I. FCRTA'S OBLIGATIONS**

A. FCRTA shall perform all work necessary to complete the PROJECT, as described in Exhibit A.

**II. FCOG's OBLIGATIONS**

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

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

**III. COMPENSATION**

**A. FCRTA Service Contract.**

Notwithstanding any other provision in this Agreement, reimbursement for the FCRTA Service Contract, as set forth in Exhibit A, shall be limited by an amount not to exceed the sum of \$241,311 per year or \$482,622 for the two year period.

B. Reimbursement Payments.

FCOG shall make reimbursement payments to FCRTA upon receipt and approval by FCOG of FCRTA's monthly invoices, based upon completion of the services as set forth in Exhibit A. Payment of said progress payments to FCRTA shall be based upon FCOG's evaluation of the completion of each respective component.

C. Invoices.

FCRTA shall submit two copies of each invoice with adequate supporting documentation of work billed and costs charged as defined in Exhibit A to FCOG, specifying services (1) Service hours by route. The invoice shall specify service hours multiplied times the billing rates authorized in Exhibit A, (2) an itemization of other revenues FCRTA has collected and retained to offset operating costs. (3) The net amount reimbursable under this contract for the billing period and cumulative reimbursements to date.

D. Payment.

Within 30 days of receipt of a proper invoice, FCOG shall determine whether FCRTA has adequately performed to the satisfaction of FCOG the item(s) for which FCRTA seeks payment, and shall remit payment thereof to FCRTA.

E. Disputes.

If FCOG determines that FCRTA has not adequately performed any such task or services, FCOG shall inform FCRTA of those acts in writing which are necessary for satisfactory completion of the item(s). FCRTA shall undertake any and all work to satisfactorily complete the item(s) at no additional charge to FCOG.

In the event there is a dispute over an alleged error or omission by FCRTA, FCOG shall have the right to withhold payment of FCRTA's fees in the disputed amount.

FCOG and FCRTA shall endeavor to resolve any dispute informally between them. In the event the dispute cannot be thus resolved, either party may request the parties engage in arbitration or mediation (hereafter referred to as "arbitration") of the dispute before an independent arbitrator. In the case the parties mutually agree to arbitrate the dispute, they shall mutually select an independent arbitrator or panel of arbitrators from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or another entity mutually agreed to. In the event a panel of arbitrators is selected, each party shall select one member, and shall mutually agree on a third member of the panel. Any arbitration shall occur in Fresno County, California.

IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCOG or FCRTA upon thirty (30) calendar days written notice. If either party terminates this Agreement, FCRTA shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

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

1. an illegal or improper use of funds;

2. a failure to comply with any term of this Agreement;
3. improperly performed services under this Agreement.

In no event shall any payment by FCOG constitute a waiver by FCOG of any breach of this Agreement or any default which may then exist on the part of the FCRTA. Neither shall such payment impair or prejudice any remedy available to FCOG with respect to the breach or default.

C. Non-Allocation of Funds.

The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. FCRTA services and reimbursements beyond June 30, 2015, are subject to the inclusion and funding agency approval of this project in the FCOG FY16-17 Overall Work Program. Should sufficient funds not be allocated, the services to be provided hereunder may be modified, or this Agreement terminated at any time by FCOG's giving FCRTA thirty (30) days advance written notice.

V. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by FCRTA to be provided under this Agreement, it is mutually expressly understood and agreed that FCRTA, including any and all of FCRTA's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCOG. Furthermore, FCOG shall have no right to control or supervise or direct the manner or method by which FCRTA shall perform its work and function. However, FCOG shall retain the right to administer this Agreement so as to verify that FCRTA is performing its obligations in accordance with the terms and conditions thereof. FCRTA and FCOG shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, FCRTA shall have absolutely no right to employment rights and benefits available to FCOG employees. FCRTA shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, FCRTA shall be solely responsible and save FCOG harmless from all matters relating to payment of FCRTA's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, FCRTA may be providing services to others unrelated to FCOG or to this Agreement.

VI. ASSIGNMENT

FCRTA shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCOG. No such consent shall be construed as making the FCOG a party to such subcontract, or subjecting the FCOG to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve FCRTA of his liability and obligation under this contract, and all transactions with the FCOG must be through FCRTA. Subcontractors may not be changed by FCRTA without the prior express written approval of FCOG.



FCRTA has submitted a Proposal (Exhibit A) which names Fresno County Economic Opportunities Commission (FCEOC) as subcontractor(s) for the purposes of this Agreement. FCRTA represents and covenants by entering into this Agreement that it is the prime contractor in this Agreement, and that it is responsible for all acts or omissions of its said subcontractors. FCRTA shall also be responsible for submitting invoices, in accordance with the requirements of Section 3 of this Agreement, to FCOG for work performed by the Approved Subcontractors, and shall remit payment to the Approved Subcontractors in accordance with the agreements between FCRTA and the Approved Subcontractors. FCOG shall have no responsibility to provide compensation directly to the approved Subcontractors.

#### **VII. BINDING NATURE OF AGREEMENT; MODIFICATION**

The parties agree that all of the terms of this Agreement and its Exhibits shall be binding upon them and that together these terms constitute the entire Agreement of the parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the parties. This Agreement shall be binding upon FCOG, FCRTA, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

#### **VIII. INDEMNITY**

The parties to this AGREEMENT, FCOG and FCRTA, agree to indemnify, save, hold harmless and at request from any other party to this AGREEMENT, defend said other party, its officers, agents and employees from any and all cost and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance or failure to perform, by FCOG and FCRTA, its officers, agent, and employees, under the AGREEMENT. This section shall survive expiration or termination of this AGREEMENT.

#### **IX. NON DISCRIMINATION AND DBE**

FCRTA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. FCRTA shall carry out all applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the FCRTA to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as FCOG deems appropriate.

#### **X. INSURANCE**

Without limiting FCOG's right to obtain indemnification from FCRTA or any third parties, FCRTA, shall require it's subcontractors, at it's sole expense, maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. Commercial General liability insurance with coverage of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$4,000,000 combined single limit per accident for bodily injury and property damage.

C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.

D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$4,000,000.

General liability insurance policies shall name the FCOG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned.

Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCOG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the FCRTA's subcontractors policies herein.

E. Workers compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCOG.

FCRTA shall provide certification of said insurance to FCOG within twenty-one (21) days of the date of the execution of this Agreement.

#### **XI. CONFLICT OF INTEREST**

FCRTA covenants that it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

#### **XII. EFFECTIVE DATE, TERM**

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, 2017, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

#### **XIII. NOTICES**

Any and all notices between FCOG and the FCRTA provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, at such addresses set forth below:

##### **FCOG**

Fresno Council of Governments  
2035 Tulare, Suite 201  
Fresno, CA 93721

##### **FCRTA**

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

#### **XIV. PROJECT MANAGER**

FCRTA's project manager shall be Moses Stites. FCRTA may not change its project manager without obtaining prior express written approval by FCOG.

**XV. VENUE; GOVERNING LAW**

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

**XVI. COMPLIANCE WITH LAWS**

FCRTA shall comply with all current Federal, State, and local laws, ordinances, and regulations applicable in carrying out its obligations under this Agreement.

FCRTA agrees that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. seq., shall be used to determine the eligibility of individual items of cost.

FCRTA also agrees to comply with applicable federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the FCRTA, contractor's subcontractors, and the FCOG shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the cost of administering the contract. All parties shall make such material available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Any duly authorized representative of the FCOG, the state, or federal government shall have access to any books, records, and documents that are pertinent to the contract for audits examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Any costs for which payment has been made to FCRTA that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by FCRTA to FCOG.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration as specified by the California Department of Transportation's Travel Guide at the following link; <http://www.dot.ca.gov/hq/asc/travel/> unless written verification is supplied that hotel rates were not then commercially available at the time and location required.

Any subcontract entered into by FCRTA as a result of this contract, shall contain all of the provisions of this article.

**XVII. FCRTA'S LEGAL AUTHORITY**

Each individual executing or attesting this Agreement on behalf of FCRTA hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and



deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's article of incorporation or charter and bylaws; (2) that this Agreement is binding upon such corporation; and (3) that FCRTA is a duly organized and legally existing corporation in good standing in the State of California.

**XIII. DRUG FREE WORK PLACE**

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

**XIX. FEDERAL FUNDS**

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

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

FRESNO COUNCIL OF GOVERNMENTS

By \_\_\_\_\_  
TONY BOREN, Executive Director

FRESNO COUNTY RURAL TRANSIT AGENCY

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

APPROVED AS TO LEGAL FORM ON BEHALF OF THE FRESNO COUNCIL OF GOVERNMENTS:

DANIEL C. CEDERBORG, County Counsel

By \_\_\_\_\_  
ARTHUR WILLE, Senior Deputy County Counsel

**Exhibit A**  
**FCRTA**  
**Fresno\Sequoia\Kings Canyon**  
**OPERATIONS BUDGET**  
**2015/16 - 2016/17**

**Revenues**

<b>Revenue Source</b>	<b>Annual Budget</b>	<b>Two Year Budget</b>
FTA 5307	231,064	462,128
SJVAPCD	10,247	20,494
Farebox	26,100	52,200
Local Transportation Fund Article 4	19,689	39,378
<b>Total Revenues</b>	<b>287,100</b>	<b>574,200</b>

**Expenses**

FCEOC Operating Contract	261,011	522,022
Contingency	26,089	52,178
<b>Total Expenses</b>	<b>287,100</b>	<b>574,200</b>



# FCRTA

## Fresno\Sequoia\Kings Canyon

### SERVICE HOUR CALCULATION

Service Rate per hour **\$79.82**

Route 1 2 - Commuter Fresno - Sanger - Sequoia\Kings Canyon (2 trips Daily)  
2 Vans @ 10 hrs\day 109 days\yr. **\$174,007.60**

Route 2 1 - Shuttle within Park  
1 Van @ 10 hrs\day @ 109 days\yr. **\$87,003.80**

Total Service Contract **\$261,011.40**

**Before the Fresno County Rural Transit Agency**  
**Resolution 2015-04**  
**STATE OF CALIFORNIA**  
**FTA SECTION 5311(f) PROJECT ASSISTANCE APPLICATION**

WHEREAS, RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1F); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, Fresno County Rural Transit Agency (FCRTA), desires to apply for said financial assistance to permit operation of service in Fresno County; and

WHEREAS, FCRTA has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that FCRTA does hereby authorize designated representative of Fresno Council of Governments, to file and execute applications on behalf of FCRTA with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F), as amended.

That the designated representative of FCRTA is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That the designated representative of FCRTA is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That the designated representative of FCRTA is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 28<sup>th</sup> day of May 2015.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Signed: \_\_\_\_\_  
Amarpreet Dhaliwal, Chairman

I hereby certify that the foregoing is a true copy of a resolution of the Fresno Council of Governments duly adopted at a regular meeting thereof held on the 28<sup>th</sup> day of May 2015.

Signed: \_\_\_\_\_  
Moses Stites, General Manager