



Fresno County Rural Transit Agency

2035 Tulare Street, Suite 201, Fresno, CA 93721
tel 559-233-6789 Fax 559-233-9645
www.ruraltransit.org

FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

MEETING AGENDA

DATE: Thursday, September 29, 2016

TIME: 5:30pm, **BEFORE** the Fresno Council of Governments (FCOG) Meeting

PLACE: FCOG / FCRTA Offices

Sequoia Conference Room

2035 Tulare Street, Suite 201

Fresno, CA 93721

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

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

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

Up Elevator to Second Floor, Left to Sequoia Conference Room

Americans with Disabilities Act (ADA) Accommodation

The Fresno COG / FCRTA offices and restrooms are ADA accessible. Individuals with disabilities may call (559-233-4148) / FCRTA (559-233-6789) at least 3 days in advance, to request auxiliary aids and/or translation services necessary to participate in the public meeting / public hearing. If Fresno COG / FCRTA are unable to accommodate an auxiliary aid or translation request for a public hearing after receiving proper notice, the hearing will be continued on a specified date when accommodations are available. **AB 23 Requirement: In accordance with the Brown Act and AB23 the amount of stipend paid to members of the Board of Directors for attending this meeting of the Fresno County Rural Transit Agency, is \$50.00.**

1. ROLL CALL

Public Presentations - This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.

NOTE: The public may also comment on any Agenda item, as they are presented, prior to action by the FCRTA Board.

2. CONSENT ITEMS

A. Approve Executive Minutes of July 28, 2016 (Attachment)

B. Funding application for Measure C Technology Reserve Fund

Summary: FCRTA submitted a revised application on 8/3/16 to the FCOG who is processing the application on behalf of Measure C. The request is for two BYD-35 foot low floor electric transit buses and two Envision Solar "Solar Tree DCFC" electric vehicle charging stations. The buses will run on two express routes connecting rural communities with rail and transportation hubs in the Fresno-Clovis Metropolitan Area. The total revised funding request is for \$2,536,321. Attached for your review is the application including information about the routes, buses and the Solar Tree charging stations.

Action: Staff recommends Board approval of this application for funding consideration by the FCTA Board.

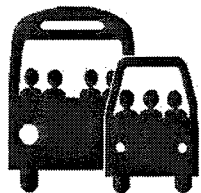
C. Amendment to General Manager Employment Agreement

Action: Approve and authorize Chair to sign third amended and restated Employment Agreement (attached) with General Manager.

3. ADJOURNMENT

A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY

THE CITIES OF: COALINGA, FIREBAUGH, FOWLER, HURON, KERMAN, KINGSBURG, MENDOTA, ORANGE COVE, PARLIER, REEDLEY, SANGER, SAN JOAQUIN, SELMA & FRESNO COUNTY



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FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

Executive Minutes

Thursday, June 30, 2016 at 5:30 PM after COG Policy Board Meeting
 COG Sequoia Conference Room
 2035 Tulare St., Suite 201, Fresno, CA

Members Attending: Mayor Ron Ramsey, City of Coalinga
 Mayor David Cardenas, City of Fowler
 Mayor Pro Tem Gary Yep, City of Kerman
 Mayor Bruce Blayney, City of Kingsburg
 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 Pro Tem Raul Cantu, City of Sanger
 Mayor Pro Tem Amarpreet Dhaliwal, City of San Joaquin
 Mayor Scott Robertson, City of Selma
 Supervisor Henry Perea, County of Fresno

Moses Stites, General Manager
 Arthur Wille, County Counsel
 Trai Her Cole, FCOG

Absent: Mayor Freddy Valdez, City of Firebaugh
 Mayor Sylvia Chavez, City of Huron

QUORUM: At the start of the meeting there were 12 members present representing 89.46% of the population and there was a quorum to conduct business. (Coalinga, Fowler, Fresno County, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger San Joaquin, Selma)

1. ROLL CALL – meeting called to order at 7:35pm.

Public Presentations – none

2. ACTION ITEMS

A. Approve Executive Minutes of June 30, 2016 (Attachment)

Mayor Blayney (Kingsburg) made a motion, seconded by Mayor Pro Tem (Yep) to approve the executive minutes of June 30, 2016. A vote was called for and the motion carried.

B. Safety and Security Services Contracts with the Cities of Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, San Joaquin, Sanger, and Selma for FY 2016-17

Mr. Stites provided an overview of the services contract. Mayor Silva asked when the funding would start. Mr. Stites stated that the program will be a semiannual reimbursement with a maximum amount of \$4K.

Mr. Wille stated that section 3b was left blank for the hourly rate, Mr. Stites will insert the right amount into each of the contracts before executing.

Following an expressed opportunity for public comment Mayor Blayney (Kingsburg) made a motion, seconded by Mayor Lopez (Orange Cove) to approve the attached contracts with each member City in the amount of \$4,000.00 for FY 2016-17. A vote was called for and the motion carried.

C. Contracts with Reedley Community College and West Hills Community College-North District Campus (NDC) Firebaugh

Mr. Stites reported that The Colleges are in a collaborative partnership with FCRTA in providing monthly bus passes and assisting with operating assistance for each respective route for the Reedley College and West Hills College.

The program was based on a successful pilot that was proposed by the City of Sanger. Due to the success of the program, it was replicated to further serve, other parts of the county.

Following an expressed opportunity for public comment, Mayor Silva (Mendota) made a motion, seconded by Mayor Robertson (Sanger) to approve Contracts for Reedley Community College and West Hills Community College-NDC Firebaugh FY 2016-17. A vote was called for and the motion carried.

3. CLOSED SESSION

A. Public Employee Performance Evaluation Government Code Section 54957 (b) (1)-Title: General Manager.

8:33pm – return to open session.

4. AMENDMENT TO GENERAL MANAGER EMPLOYMENT AGREEMENT

Mayor Blayney (Kingsburg) reported back that the board is recommending a 5% increase to the current salary for Year 1. Pending a positive evaluation, the 2nd year would allow increase of 2%. Pending a positive evaluation, the 3rd year would allow increase of 2%.

Staff will return with the final agreement at the next board meeting, the agreement will be effective October 1st.

Mayor Lopez (Orange Cove) made a motion, seconded by Mayor Pro Tem Yep (Kerman) to approve the amendment to employment agreement with General Manager with a 5% increase to the current salary for Year 1; pending a positive evaluation, the 2nd year would allow an increase of 2%; pending a positive evaluation, the 3rd year would allow an increase of 2%. A vote was called for, motion carried.

5. OTHER BUSINESS

A. Items from staff.

Mr. Stites distributed a flyer for emergency generators. All agencies will be receiving them starting in September. Staff should provide weekly maintenance on the units to keep them in working order.

B. Items from members

No items

6. ADJOURNMENT at 8:35pm.

Motion by Mayor Pro Tem Yep (Kerman), seconded by Mayor Cardenas (Fowler). A vote was called, motion carried.

Respectfully Submitted,


Moses Stites, General Manager

Fresno County Rural Transit Agency Electric Bus/Rail Connector Service Project
(Revised 8-3-2016)

Executive Summary of Revised Proposal

FCRTA, in partnership with CALSTART, will purchase & operate two (2) BYD K9S model 35ft Low-floor electric transit buses and two (2) Envision Solar "Solar Tree DCFC" electric vehicle charging stations. Buses will run on two new express routes connecting rural communities with rail & transportation hubs the Fresno-Clovis Metropolitan Area (FCMA). Program total cost is **\$2,536,321** for 2x electric BYD buses, 2x Solar Tree DCFC charging stations plus installation, and project administration. Project will take approximately 21 months beginning in April 2017 with completion expected by November 2018.

The two new express/connector bus routes will start in the rural Fresno County communities of Coalinga and Orange Cove, and provide connection services with transit options in the Fresno Metropolitan area, including Greyhound, FAX, Amtrak and eventually High Speed Rail.

Due to the range limits of current electric transit buses, the bus operating on the Coalinga route will require mid-day charging at the FCRTA maintenance yard in Fresno during its lay-over period between morning and afternoon trips. The Envision Solar "Solar Tree" DCFC charging units will provide the necessary charging capacity at the origination sites without incurring excessive costs from the electric utility and creating excess electrical demand on the grid. The two units will be grid-tied to provide secure power supply independent of weather conditions. In the final project design, one solar tree will be installed at each of the express route origination points in Coalinga and Orange Cove to provide charging to start the routes and maintain operation at the end of each return trip.

The specific rural city sites are as follows:

- ☐ Coalinga, 185 W. Gale Ave., Coalinga CA 93210
- ☐ Orange Cove, 802 2nd St., Orange Cove, CA 93646

Each of the Envision Solar "Solar Tree" DCFC units will be sited on property owned by the respective city jurisdictions through contract relationships that exist between Fresno County Rural Transit (FCRTA) and the cities. Because the Envision Solar "Solar Tree" DCFC charging units are modular in design, they can be installed quickly once the sites are prepared. Envision Solar will design, engineer, manufacturer and deliver the Solar Tree DCFC units to the project location. Each unit will be right-sized for local conditions and anticipated usage in conjunction and consultation with FCRTA and the host city. Installation will be supervised by Envision Solar and use a local qualified, licensed contractor. Assembly will include; steel erection, assembly and commissioning of Solar Tree unit on site. For grid Solar Tree DCFC; all trenching, electrical, civil engineering, circuit upgrade, permitting, and other agreements will be handled. The largely pre-fabricated nature of these units combined with the ease of installation means that the proposed project can be completed in approximately 21 months with a start date in April 2017 and ending in with the commissioning and service launch of the Solar Tree units between May

and November 2018 to match the start of the express route service with the new electric transit buses.

Revised Bus Routes Description

In response to the grant award instructions from Fresno COG, FCRTA is amending its 2016-2017 New Technology Grant Application to reduce the proposed 4 buses, 4 solar tree chargers and 4 express bus routes down to 2 buses, 2 solar tree chargers and 2 express bus routes.

This document will concentrate on describing the newly reduced bus routes portion of FCRTA's New Technology Grant Application. The originally proposed express bus routes using electric buses was to follow four existing FCRTA inter-city routes between rural areas and the City of Fresno including its Southeast, Westside, Coalinga, and Orange Cove routes. The newly revised grant proposal will eliminate the routes on the Southeast (starting in Kingsburg) and the Westside (starting in Firebaugh) corridors. Tables in this document will now show the proposed stops and times for each of the two remaining express bus routes. Both of these proposed routes will run one inbound and one outbound trip in the morning and afternoon/evening hours.

In developing the proposed express bus routes, FCRTA will emulate its existing inter-city routes and operate on roughly the same corridors/routes as the existing Coalinga inter-city route and Orange Cove inter-city route. The proposed two express bus routes would travel through most of the same towns/communities that the existing inter-city routes go through except that the express routes would feature fewer total bus stops and would go through fewer towns from their origination point into Fresno. Once in Fresno, these routes would terminate at the Greyhound/Amtrak station in downtown Fresno, a transit hub where riders will be able to access FAX bus services, Greyhound bus services, Amtrak rail transportation, and eventually High Speed Rail transport.

The proposed two express bus routes projected stop schedule is shown on Table 1 on page 2 of this document. This bus service will offer route timing based on traditional workday hours and the express routes will feature fewer stops from their point of origin into Fresno. Each route will result in significant time savings over the current non-express FCRTA inter-city routes. But because it will be quite some time before the planning and development of these schedules is completed, the schedules presented for these routes is conceptual with bus stops and times subject to change prior to the actual implementation of these routes. Please also note that these proposed times are ideal times that do not account for potential traffic and weather conditions that may occur on any given day. Much more planning and "fine tuning" of the proposed express bus route schedules will take place before final, actual times are adopted by FCRTA.

As originally proposed, the two express bus routes will feature fewer stops than the existing FCRTA inter-city routes. Each express bus route will only have 3-4 specific stops on the inbound and outbound lines, much less than the existing inter-city routes. Table 2 shown below Table 1 on page 2 of this document illustrates the specific stops that will be "removed" from the existing inter-city routes thus making the proposed bus routes "express routes":

Table 1

Projected FCRTA Express Bus Schedules & Times
(For Reference)

Inbound (To Fresno Amtrak Station)						
Orange Cove Eaton Park	Reedley Reedley College	Parlier Martinez School	Sanger Sanger Hospital	Fresno Amtrak	Fresno Courthouse	Orange Cove Express Route
6:35 AM	6:55 AM	7:05 AM	7:20 AM	7:50 AM	7:55 AM	Total Time: 1 hr. 20 min.
Outbound (To Outlying Cities)						
Fresno Courthouse	Fresno Amtrak	Sanger Sanger Hospital	Parlier Martinez School	Reedley Reedley College	Orange Cove Eaton Park	Orange Cove Express Route
5:15 PM	5:20 PM	5:50 PM	6:05 PM	6:15 PM	6:35 PM	Total Time: 1 hr. 20 min.
Inbound (To Fresno Amtrak Station)						
Coalinga Courthouse	Huron West America Bank	Riverdale Bank of the West		Fresno Amtrak	Fresno Courthouse	Coalinga Express Route
6:30 AM	7:05 AM	7:40 AM		8:30 AM	8:35 AM	Total Time: 2 hr. 5 min.
Outbound (To Outlying Cities)						
Fresno Courthouse	Fresno Amtrak		Riverdale Bank of the West	Huron West America Bank	Coalinga Courthouse	Coalinga Express Route
5:05 PM	5:10 PM		6:00 PM	6:35 PM	7:10 PM	Total Time: 2 hr. 5 min.

Table 2

Route	Stops Removed from Inter-City Routes
Orange Cove Intercity Transit (On same corridor as proposed Orange Cove Express Route)	<ul style="list-style-type: none"> Orange Cove: Park & 6th; Park & 10th Reedley: Manning & Buttonwillow; East & Springfield Parlier: Manning & Zediker; Parlier & Avila Sanger: Academy & North; 8th & Recreation; 7th & West Total Removed-9
Coalinga Intercity Transit (On same corridor as proposed Coalinga Express Route)	<ul style="list-style-type: none"> Five Points Mkt; Five Stars store; Lanare; Arnold's store; Caruthers; Mtn. View & Hwy. 41; Raisin City; Manning & Hwy 41; Easton Fresno: Community Hospital; UMC; FYI Airport Total Removed-12

Table 3, below on page 3 of this document graphically illustrates how the express bus routes have less bus stops thus resulting in a more streamlined, efficient and faster bus schedule:

Route	Table 3 Bus Stops		
	Current Inter-City Route	Removed	New Express Route
Orange Cove	Los Amigos Market-Orange Cove	Los Amigos Market-Orange Cove	
	Eaton Park Bus Shelter-Orange Cove		Eaton Park Bus Shelter-Orange Cove
	Brooks Ranch-Reedley	Brooks Ranch-Reedley	
	Community Center-Reedley	Community Center-Reedley	
	Reedley College-Reedley		Reedley College-Reedley
	Parlier Health Center -Parlier	Parlier Health Center-Parlier	
	Parlier City Hall-Parlier	Parlier City Hall-Parlier	
	Martinez School-Parlier		Martinez School-Parlier
	North Ave. Bus Shelter-Sanger	North Ave. Bus Shelter-Sanger	
	Community Center-Sanger	Community Center-Sanger	
	Sanger City Hall-Sanger	Sanger City Hall-Sanger	
	Sanger Hospital-Sanger		Sanger Hospital-Sanger
	County Social Services-Fresno	County Social Services-Fresno	
	Bus Shelter on Van Ness-Fresno		Bus Shelter on Van Ness-Fresno
	Amtrak/Greyhound-Fresno		Amtrak/Greyhound-Fresno
Coalinga	Coalinga Courthouse-Coalinga		Coalinga Courthouse-Coalinga
	Huron (West American Bank)		Huron (West American Bank)
	Five Star Market-Five Points	Five Star Market-Five Points	
	5-Points (Five Points Liquor store)	5-Points (Five Points Liquor store)	
	Lanare (Mt. Whitney Minimart)	Lanare (Mt. Whitney Minimart)	
	Riverdale (Bank of the West)		Riverdale (Bank of the West)
	Elkhorn Market-Caruthers	Elkhorn Market-Caruthers	
	Caruthers (United Security Bank)	Caruthers (United Security Bank)	
	Mt.View/Hwy. 41 (corner)-Caruthers	Mt.View/Hwy. 41 (corner)-Caruthers	
	Raisin City Market-Raisin City	Raisin City Market-Raisin City	
	Manning/Hwy. 41-Raisin City	Manning/Hwy. 41-Raisin City	
	Easton Market-Easton	Easton Market-Easton	
	Amtrak/Greyhound-Fresno		Amtrak/Greyhound-Fresno
	Courthouse Park Van Ness-Fresno		Courthouse Park Van Ness-Fresno
	Community Hospital-Fresno	Community Hospital-Fresno	
	UMC (Outpatient Services)-Fresno	UMC (Outpatient Services)-Fresno	
	Fresno Yosemite Airport-Fresno	Fresno Yosemite Airport-Fresno	

Table 4 shows the total time for the inbound/outbound routes for the proposed Express Bus service versus the existing inter-city route times:

Express Route	Table 4 Express Route Time (Inbound/Outbound)	Inter-city Route Time (for comparison)	Time Savings
Orange Cove Express Route	1 hour 20 minutes	1 hour 43 minutes	23 minutes
Coalinga Express Route	2 hours 5 minutes	3 hours 25 minutes	1 hour 20 minutes

Because FCRTA is amending this grant application it needs to revise its estimate of projected ridership for the proposed express bus routes from 4 proposed routes to 2 proposed routes. As in the original grant application FCRTA is basing its revised estimate heavily on the latest inter-city route ridership from the Fiscal Year 2014-2015. The total ridership in 2014-2015 for the two Inter-City Routes being emulated was 56,196. Table 5 below shows the breakdown of the ridership on each of the two existing FCRTA inter-city routes:

Table 5 Existing Inter-City Route	Actual Ridership Counts (FY 2014-2015)
Coalinga Inter-City Route	11,719
Orange Cove Inter-City Route	44,477
Total Annual Ridership	56,196

FCRTA has used a conservative method of taking slightly less than half of the latest (FY 2014-2015) Annual Ridership counts for the existing Inter-City Routes that are being run on virtually the same corridors as the proposed Express Routes. FCRTA is estimating that the total annual ridership for the four Express Routes will be 26,000 based on the FY 2014-15 ridership number of 56,196 for the same standard routes. Table 6 below shows the breakdown of anticipated ridership per each proposed express bus route:

Proposed Express Route	Table 6 Existing Inter-City Route: 2014-15 ACTUAL Ridership	Express Route: ANTICIPATED Ridership
Coalinga Express Route	11,719	5,000
Orange Cove Express Route	44,477	21,000
Total Annual Ridership	56,196	26,000

FCRTA believes that the estimated annual ridership of 26,000 riders for these two express bus routes is conservative and this number could be quite higher when the proposed routes go into operations. There is much potential for ridership growth in future years for this service.


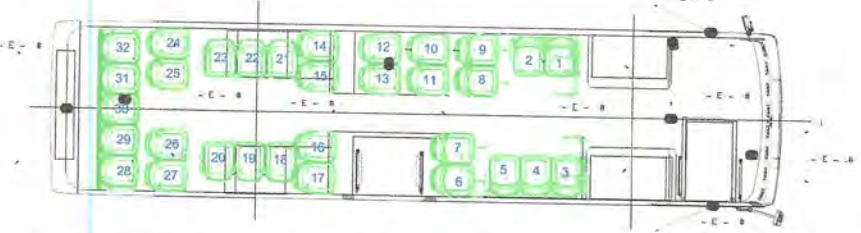
FCRTA Bus/Rail Connector Service Budget

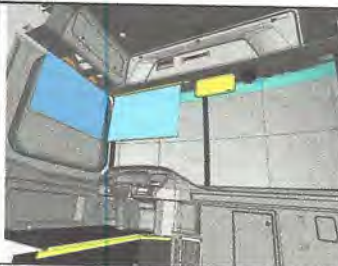

<u>Grant Expenses</u>		
<u>Quantity</u>	<u>Equipment/Infrastructure Costs</u>	<u>Cost</u>
2	BYD model K9S 35 foot electric transit buses	\$1,237,309
1	Extra BYD Bus charger for FCRTA yard site	\$8,658
2	Envision Solar "Solar Tree" DCFC 250 units	\$760,354
2	Installation and permitting of "Solar Trees"	<u>\$480,000</u>
	Subtotal for Equipment and Infrastructure	\$2,486,321
	<u>Project Admin. Cost</u>	
	CALSTART SJVCTC technical and admin. support	<u>\$50,000</u>
	Subtotal for Admin. and Reporting	\$50,000
	Total Grant Request	\$2,536,321
	Total Project Cost	\$2,536,321

BYD K9S 35ft Low-floor Transit Bus Standard Configuration

Customer:	BYD Model:	BYD Base Cost:	\$690,000.00
Fresno County Rural Transit Agency	K9S 35' Low Floor Transit, 32 Passenger	Delivery Cost:	\$500.00
2035 Tulare Street, Suite 201	(including charger interface)	Sales Tax (8.225%)	\$54,154.29
Fresno, CA. 93721		(not including ADA or delivery))	
		HVIP Credit	(\$126,000.00)*
		Total Per Bus Base Cost:	\$618,654.29
		Total Cost for 2 Buses:	\$1,237,308.58
		*Assumes this order will be the first 2 electric buses for Customer	
		Additional charger (inc. Sales Tax):	\$8,658
		Total 2 Buses & Add'l Charger:	\$1,245,966.58

Standard Features

Basic Spec	Exterior Overview	
		
	Length/Width/Height	35.8 ft/102 in/140 in
	Wheelbase	222.7 in
	Approach/Departure Angle	9°/9°
	Breakover Angle	10.3°
	ADA Area Qty	2
	Passenger Door Qty.	2
	Top Speed	60 mph
	Gradability	18%
Powertrain	Curb Weight	28,660 lb
	Operating Range	145 mi
	Charging Power	40 kW x 2
	Charging Time	3~4h
	Seating Capacity	32+1
	Service Life	12 yr/500,000 mi
	Seating and Camera Layout	
		
	Motor Type	BYD, AC Synchronous Motor
	Motor Max Torque	550N-M x 2
Chassis	Motor Max Power	100 kW x 2
	Power Battery Type	BYD, Iron-Phosphate
	Power Battery Capacity	270 kWh
	Front Axle	ZF, RL75A Low Floor Steering Axle
	Rear Axle	BYD, In-wheel Motor Drive Axle
	Suspension	Wabco, ECAS with Kneeling Function
	Steering Gear	ZF, 8098
	Steering Column	Douglas, Tilt & Telescope
	Steering Wheel	VIP, BKBL1824D4V
	Air Dryer	Bendix, AD-IS
Electrical	Brake	Knorr, Disc 22.5in, with ABS
	Air Compressor	BYD, Electric
	Tires	Michelin, 305/70R22.5
	Wheels	ALCOA, Aluminum, Durabrite
	Brake Pedal	Knorr, Floor-mounted
	Accelerator Pedal	Williams, Floor-mounted
	Low Voltage Batteries	Odyssey, 31-PC2150T
	High Beam	I/O Controls, LED
	Low Beam	I/O Controls, LED
	Brake Lights	Dialight, LED, 2pcs

	Rear Turn Signal Lights	Dialight, LED, 2pcs
	Reverse Lights	Dialight, LED, 2pcs
	Side Marker Lights	Dialight, LED, 6pcs
	Side Turn Signal Lights	Dialight, LED, 4pcs
	Front Clearance Lights	Dialight, LED, 5 pcs
	Rear Clearance Lamps	Dialight, LED, 5 pcs
	Front Turn Signal Lights	Dialight, LED, 2 pcs
	Rear Cabin Lights	Dialight, LED, 3 pcs
	License Plate Light	Dialight, LED
	High-mount Brake Lights	Dialight, LED, 2 pcs
	Passenger Cabin Lighting	I/O Controls, LED, Integrated with Airduct
	Driver's Area Light	Dialight, LED
	Doorway Lights	Dialight, LED, 2 pcs
	Farebox Light	Dialight, LED
	Door Actuation Lights	Dialight, LED, 2 pcs
	Destination Signs	I/O Controls, Front/Rear/Curb Side
	PA System	REI, 6 Interior Speakers, 1 Exterior Speaker
	Camera Surveillance System	Apollo, 8 Cameras, 1 On-board DVR
	ITS	Not Included, Power and Signal Ready in Electronic Cabinet
	HVAC	BYD, Electric
	Vehicle Data Logger	I/O Controls, G4
	Multiplexing System	I/O Controls, G4
Others	Dash and Driver's Area	
	 	
	Driver's Seat	Recaro, Ergo M
	Passenger Seating	Freedman, Gemini, Cantilevered Where Applicable
	Floor Covering	Gerflor
	Stanchion and Handrail	Bentech, Stainless Steel
	Fire Suppression System	Amerex, Safety Net V25
	Driver's Sun Visors	Automotion, Front/Side, Manual
	Decals	STG
	Interior Mirrors	Hadley, 5 pcs
	Wheelchair Ramp	Ricon, 621SAX
	Wheelchair Securement	Q'STRAIT
	Passenger Doors	Vapor, Electric, CitiView
	Windshield Wiper	Doga, Electric
	Side Windows	Ricon, Hidden-frame, Clamp-on, Quick Change
	Windshield/Destination Glass	Guardian, Split
	Exterior Mirrors	Hadley, Remote Control, Heating
	Bumpers	Romeo, Aluminum with Polyurethane Cover
	Bike Rack	Sportworks, DL2



Proposal

FCRTA

[Fresno County Rural Transit Agency]

Two (2) Solar Tree® DCFC 250

Envision Solar thanks you for the opportunity to deliver Solar Tree® DCFCs solar charging stations to the Fresno County Rural Transit Agency. The following provides a product description, components, and pricing for two (2) Solar Tree® DCFC250 charging stations each equipped with one (1) 50 kW DC fast charger and two (2) 3.6kW Level-2 J1772 plugs.

Product Description

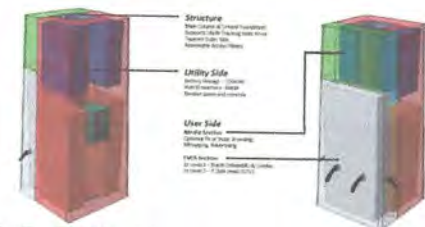
Solar Tree® DCFC which comes as a kit of pre-engineered components designed for ease and speed of deployment. The only site disturbance is the installation of a pre-engineered foundation. EVs will be able to charge within 7 days of the products arrival on site and there are no utility bills or black outs – ever.

The Solar Tree® DCFC comes as a kit of pre-engineered components designed for ease and speed of deployment.

Solar Tree® DCFC™ is equipped with either a 150, 200 or 250 kWhs of lithium ion battery storage specifically sized for site and usage.

Envision Solar will design, engineer, manufacturer and deliver the Solar Tree® DCFC™ to the project location. The Solar Tree® DCFC™ will be right-sized for local conditions and anticipated usage in conjunction and consultation with the client.

Envision Solar can supervise the installation of the Solar Tree® DCFC™ by qualified, local licensed contractors for each trade appropriate to the scope described below in accordance with Envision Solar installation methodology, assuring quality in the finished product . This includes; steel erection, assembly and commissioning of Solar Tree® on site. For grid Solar Tree DCFC; all trenching, electrical, civil engineering, circuit upgrade, permitting, interconnection agreements, etc., in other words, all work away from the Solar Tree® is to be completed prior to the Envision Solar technician's arrival on site as according to our standard specification and methodology.



Solar Tree® DCFC – Column Layout



Buyer:

Fresno County Rural Transit Agency
2035 Tulare Street
Fresno, CA 93721
Attn: Moses Stites
Joseph Oldham

Seller:

Envision Solar International, Inc.
9270 Trade Place
San Diego, CA 92126

Attn: David Greenfader
VP Business Development
310.961.4669
858.799.4585
david.greenfader@envisionsolar.com

Pricing:

Description	Quantity	Unit Price	Cost
Solar Tree® DCFC Kit with 250 kWhs storage	2	\$ 350,000	\$700,000
RMMS - Remote monitoring (yearly subscription required)	2	\$ 360	\$720
Sub-Total			\$700,720
Sales Tax (8.225% Fresno)			\$57,634
Total			\$758,354
S&H	2	\$ 1,000	\$2,000
Grand Total			\$760,354

Payment terms:

50% upon placing order
50% COD



Terms and Conditions:

Envision Solar International, Inc. (hereinafter "Seller") product sales are subject to the following terms and conditions of sale. Any order that contains terms and conditions in addition to or inconsistent with the following shall not be binding upon Seller unless acceptance thereof is made in writing by and signed by an officer of the company.

- 1. Formation of Contract.** The buyer or customer ("Buyer") will be deemed to have irrevocably accepted these Terms of Sale upon Buyer's acceptance of any of the goods ("Goods"), without regard to whether Buyer makes or may make any inspection with respect to such Goods. Any term of Buyer's order in any communication from Buyer, which is in any way inconsistent with or in addition to these Terms of Sale, will not be applicable to or binding upon the Seller. If Buyer objects to any of these Terms of Sale such objections must be in writing and received by Seller prior to commencement of performance by Seller, and will not be binding on Seller unless agreed in writing by Seller's authorized representative.
- 2. Prices.** Invoiced prices will be based upon Seller's prices in effect at time that order is received by Seller. Prices shall be FOB Shipping Point, (As the term "FOB Shipping Point" is defined by INCOTERMS, 2000 ed.) unless otherwise specified. Prices do not include any state, federal or use taxes, duties, fees or charges now or hereafter enacted, applicable to the Goods or to this transaction, all of which taxes and duties will be Buyer's responsibility.
- 3. Payment Terms.** After the due date, the lesser of 1 1/2% of the unpaid price (annual rate of 18%) or the maximum late payment penalty charge or interest rate permitted by law will be added for each month or part thereof that payment is delayed. Seller has the right at any time to change the terms of payment and to require partial or full payment in advance as a condition of making further shipments. Goods held thereafter by Seller or by Seller's carrier for Buyer will be at Buyer's sole risk and expense. Buyer will pay all of Seller's costs and expenses (including reasonable attorney's fees) to enforce or preserve Seller's rights hereunder, whether or not an action is commenced.
- 4. Risk of Loss and Delivery Title.** Liability for loss or damage passes to Buyer when Seller delivers the Goods to the Buyer's premises. Seller has the right to deliver in installments. Shipping and delivery dates are approximate only. Seller will not be liable for any loss or expense (consequential, incidental or otherwise) incurred by Buyer if Seller fails to meet such dates for any reason, including, but not limited to, the contingencies stated in paragraph 8. Delays in delivery, conformity or late delivery of an installment will not relieve Buyer of its obligations hereunder with respect to any other installments, each installment being deemed to be a separate contract. Seller reserves a purchase money security interest in the Goods sold and its proceeds in the amount of the purchase price. In the event of default by Buyer in any of its obligations to Seller, Seller will have the right to repossess the Goods sold. Buyer agrees that a copy of the invoice utilized in connection with the purchase of Goods may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect Seller's security interest in the Goods sold. Buyer hereby authorizes Seller to execute and file, at any time, one or more financing statements with respect to such items, signed only by the Seller, who is hereby appointed Buyer's attorney-in-fact for such limited purpose.
- 5. Shipment.** In the absence of specific shipping instructions, Seller will ship the Goods by the method it deems most advantageous, FOB Shipping Point, as specified in paragraph 2.
- 6. Inspection and Acceptance.** Goods will be conclusively deemed accepted by Buyer unless a notice of rejection has been sent by Buyer within a 15 day period. Rejected Goods will be placed by Buyer in safe storage for inspection by Seller.
- 7. Change Orders and Cancellations.** Goods may not be returned. Buyer may not cancel any orders, revise quantity, deviate from specifications or shipping schedules unless and only by mutual agreement as to recovery by Seller for applicable charges which will take into account expenses incurred and/or commitments made by Seller in faithful execution of any orders. "Holds" for purchase order releases must be submitted in writing at least 30 days prior to release date. Special, custom, or otherwise non-standard orders are non-cancellable and non-refundable.
- 8. Contingencies.** Seller will not be liable for any delay in performance or for nonperformance in whole or in part caused by the occurrences of any contingency beyond the control of either Seller or Seller's suppliers, including but not limited to, war (whether an actual declaration is made or not), sabotage, terrorism, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of government or any government of any agency or subdivision thereof affecting the terms of this contract or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other Act of God, shortage of labor, fuel, raw materials, tools, dies or equipment, or technical or yield failure.
- 9. Substitutions and Modification of Goods.** Seller has the right to modify the specifications of Goods designed by Seller and substitute substantially equivalent Goods manufactured to such modified specifications. Seller reserves the right to discontinue particular models and to make modifications in design and/or function at any time, without notice and without incurring obligations to modify previously purchased goods.
- 10. Warranties.** Seller warrants the Goods to be free of manufacturing defects in material and workmanship, as fully described in the warranty statement, and fully incorporated into herein by this reference. Seller warrants good title to any hardware furnished under this contract. Seller warrants that services will be performed in a good and workmanlike manner. Seller also warrants that during the warranty period, each item Seller delivers (other than separately purchased goods and services) will be free from material defects in workmanship and materials and under ordinary use, conform in all material respects to its published specifications current at the time the item was shipped.
- 11. Limitation of Liability.** EXCEPT FOR CLAIMS FOR PERSONAL INJURY CAUSED BY ITEMS FURNISHED HEREUNDER, SELLER SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS TRANSACTION OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATING TO THE SALE OR USE OF ANY ITEMS OR SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY REMEDY PROVIDED HEREIN FAILS. IN NO EVENT SHALL OUR TOTAL LIABILITY UNDER THIS CONTRACT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID FOR ITEMS PURCHASED HEREUNDER.
- 12. Termination.** This contract may not be terminated by Buyer without Seller's prior written consent. If Seller consents to such termination, Buyer will be liable for termination charges including, without limitation, a price adjustment based on the quantity of Goods actually delivered and all costs, direct, incurred and committed for this contract together with reasonable allowance for prorated expenses and anticipated profits.
- 13. Seller's Right to Cancel.** Seller has the right to cancel this contract if (i) Buyer breaches any of its obligations hereunder, or (ii) in Seller's sole judgment, Buyer's financial condition does not justify the terms of payment applicable from time to time and Buyer will not immediately comply with any modification of payment terms required by Seller in accordance with Section 3 in addition to any other remedies Seller may have hereunder or by law.
- 14. Waiver.** In the event of any default or breach by Buyer, Seller has the right to refuse to make further shipments. Seller's failure to enforce at any time or for any period of time any of the provisions of this contract will not constitute a waiver of such provisions or of the right of Seller to enforce each and every provision.
- 15. Governing Law.** The validity, construction and performance of this contract and the transactions to which it relates will be governed by the laws of the State of California without regard to conflict of law principles. All actions, claims of legal proceedings in any way pertaining to this contract, or such transactions will be commenced and maintained in federal court in California, and the parties hereto each agree to submit themselves to the jurisdiction of such court.
- 16. Government Contracts.** If the goods to be furnished hereunder are to be used in the performance of a United States Government Contract, Buyer will notify Seller in writing at the time of the order, and will provide Seller with a United States Government contract number, as well as a copy of the applicable United States Government Contract. If Buyer's order is accepted by Seller, those clauses of the applicable United States Government procurement regulation which are mandatorily required by federal statute to be included in the United States Government subcontracts will be deemed incorporated herein by reference and will control if inconsistent with any provisions of this contract.
- 17. Assignment.** This contract is not assignable by either party, except that the Seller has the right to assign this contract to an affiliate or to the purchaser of all or substantially all of its assets, and Seller has the right to assign accounts receivable or the proceeds of this contract. Subject to the foregoing, this contract is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns. Nothing in this contract will inure to the benefit of or be deemed to give any rights to any third party, whether by operation of law or otherwise.
- 18. Severability.** If any of these Terms of Sale is declared to be invalid by a court, agency, commission or other tribunal or entity having jurisdiction, the applications of such provisions to parties or circumstances other than those as to which it is held invalid or unenforceable will not be affected and each term not so declared invalid or unenforceable will be valid and will be enforced to the fullest extent permitted by law and the rights and obligations of the parties will be construed and enforced as though a valid commercially reasonable term consistent with the undertakings of the parties under the order has been substituted in place of the invalid provision.
- 19. Set-Off.** Buyer may not set-off any amount owing from Seller to Buyer against any amount payable by Buyer to Seller whether or not related to this contract.
- 20. Provisions Applicable to International Orders.** The following additional terms and conditions shall apply to orders from domiciled outside of the United States of America, or which are to be ultimately shipped (either by Seller or Buyer) to destinations outside of the United States of America: (a) **Compliance with Laws.** At Seller's request, Buyer shall identify in writing the country or countries into which the Goods will be shipped or in which they will be installed or used (the "Territory"). Buyer shall not ship, install or use the Goods anywhere other than in the Territory, and shall be solely responsible for compliance with applicable laws and regulations of the Territory and/or the United States regarding the export, import, sale or use of the Goods, or the labeling thereof, or which are in any way applicable to Buyer's responsibilities or rights under this Agreement, including without limitation, the United States Foreign Corrupt Practices Act (which prohibits certain payments to government officials or their agents or instruments). Without limiting the generality of the foregoing, Buyer shall be solely responsible for (i) obtaining and maintaining, and for complying with, any required registrations, permits, licenses, and/or approvals (collectively, the "Approvals") which may be required or necessary to install,



21. market, sell, promote or use the Goods in the Territory, or to conduct Buyer's business in the Territory; and (ii) if Buyer sells or resells the Goods in the Territory, Buyer shall ensure that any sales and promotional literature used, whether produced by Seller or another party, shall, in all respects, comply with all applicable laws and regulations of the Territory. (b) Arbitration. Any suit, dispute, claim, demand, controversy or cause of action of every kind and nature whatsoever, known or unknown, fixed or contingent, that Seller or Buyer may now have or at any time in the future claim to have based in whole or in part, or arising from or that is any way relate to the negotiations, execution, interpretation or enforcement of this contract (collectively, the "Disputes") shall be completely and finally settled by submission of any such Disputes to arbitration under the rules of the International Chamber of Commerce then in effect. If the parties are unable to agree on a single arbitrator, then such binding arbitration shall be conducted before a panel of three (3) arbitrators that shall be comprised of one (1) arbitrator designated by each party and a third arbitrator designated by the two (2) arbitrators selected by the parties. Unless the parties agree otherwise, the arbitration proceedings will take place in Sacramento, State of California, USA, and the arbitrator(s) shall be final and binding on all parties. Judgment on such award may be entered in any court of appropriate jurisdiction, or application may be made to that court for a judicial acceptance of the award and an order of enforcement, as the party seeking to enforce that award may elect. (c) Exclusion. The UN Convention of Contracts for the Sale of International Goods is hereby excluded from application to this Agreement. (d) Language. The language of this Agreement is expressly stipulated to be in the English language, and any amendments, modifications, notices or other communications provided in connection with this Agreement shall be in English. (e) Payments. Any and all payments required under this Agreement shall be made in US dollars. Notwithstanding Section 3, at Seller's option, payment for Goods ordered by Buyer from Seller, or for any other amounts owing to Seller, shall be made by means of either (i) a wire transfer to the Seller's bank account, or (ii) by an irrevocable letter credit drawn on or confirmed by a United States bank acceptable to the Seller, payable upon presentation of shipping documents. Seller shall not be required to make any shipment until payment is made consistent with the terms hereof. (f) Import and Export Requirements. Buyer shall, at its own expense, obtain all import and export licenses and permits, pay customs charges and duty fees, and take all other actions required to accomplish the export and import of Goods purchased by the Buyer. Buyer warrants that it will comply in all respects with export and re-export restrictions set forth in the export license for every product shipped to Buyer, and with all export regulations of the United States or any agency thereof. Buyer will not ship or allow the Goods to be shipped into a "prohibited country," or to a "prohibited party," as identified from time to time in such export regulations.

1 **AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

2 **GENERAL MANAGER**

3 **FRESNO COUNTY RURAL TRANSIT AGENCY**

4
5 THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT is made
6 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, hereinafter
7 referred to as “FCRTA”, and MOSES STITES, hereinafter referred to as “GENERAL
8 MANAGER”. FCRTA and GENERAL MANAGER may also be referred to individually
9 as a “party” and collectively as “parties”.

10 **RECITALS**

11 WHEREAS, the Fresno County Rural transit Agency is a joint powers agency
12 formed pursuant to California Government Code sections 6500, et seq.; and

13 WHEREAS, the FCRTA’s Joint Powers Agreement and Bylaws authorize
14 FCRTA to employ a General Manager, to fix the compensation of its employees and to
15 prescribe their powers, authority, responsibilities and duties; and

16 WHEREAS, FCRTA is governed by its Board of Directors (the “Board”); and

17 WHEREAS, FCRTA desires to retain the services of an experienced person to
18 perform managerial and technical functions on behalf of FCRTA in the administration of
19 its programs and services; and

20 WHEREAS, FCRTA and GENERAL MANAGER entered into the Employment
21 Agreement, effective October 1, 2014, pursuant to which GENERAL MANAGER would
22 serve as the General Manager of FCRTA; and

23 WHEREAS, FCRTA and GENERAL MANAGER mutually agreed to amend the
24 Employment Agreement, effective October 1, 2015, to increase the compensation paid to
25 GENERAL MANAGER (hereafter referred to (“Amendment 1”); and

26 WHEREAS, FCRTA and GENERAL MANAGER mutually agreed to amend the
27 Employment Agreement, effective October 1, 2015, to provide additional accidental
28 death and dismemberment insurance coverage effective on October 1, 2015 (hereafter
29 referred to (“Amendment 2”); and

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1 WHEREAS, the Board has conducted its annual evaluation of the performance of
2 GENERAL MANAGER, as required by Section 13 of the Employment Agreement, and
3 based on the results of that evaluation determined that an amendment of the Employment
4 Agreement is in order to increase compensation paid to GENERAL MANAGER
5 commencing on October 1, 2016; and

6 WHEREAS, in consideration of the promises, covenants and conditions contained
7 herein, the parties hereby amend and restate the Employment Agreement effective
8 October 1, 2016, so that it provides in its entirety as follows:
9

10 **SECTION 1. TERM**

11 The term of employment of the GENERAL MANAGER under this Agreement
12 shall commence on October 1, 2014, and shall continue until terminated by one of the
13 parties, as set forth in Sections 3, 4, or 5 herein.
14

15 **SECTION 2. AT WILL EMPLOYMENT**

16 The GENERAL MANAGER is an “at will” employee who serves at the pleasure
17 of the Board. GENERAL MANAGER has no vested right in continuation of his
18 employment with FCRTA or in the continuation of compensation of any kind defined in
19 Section 9 of this Agreement. The Board may terminate the GENERAL MANAGER for
20 any reason at any time, with or without cause, and the GENERAL MANAGER may
21 resign at any time for any reason.
22

23 **SECTION 3. RESIGNATION; TERMINATION BY GENERAL**
24 **MANAGER**

25 In the event that the GENERAL MANAGER desires to resign, he shall provide
26 not less than 30 days prior written notice delivered to the Chair of the Board of FCRTA.

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AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)

1 **Section 4. TERMINATION OF AGREEMENT FOR CAUSE BY**
2 **BOARD**

3 As noted in Section 2 of this Agreement, the Board may terminate this Agreement
4 for cause. Such termination for cause includes, but is not limited to, (1) the death of
5 GENERAL MANAGER, or (2) a breach of this Agreement by GENERAL MANAGER.
6 The determination of whether the GENERAL MANAGER has breached this Agreement
7 shall be made by the Board. Termination for cause shall be effective immediately upon
8 either the death of GENERAL MANAGER or action by the Board to terminate this
9 Agreement for cause.

10 If this Agreement is terminated for cause by FCRTA, GENERAL MANAGER
11 shall receive compensation provided for by Section 9 of this Agreement through the day
12 of termination. GENERAL MANAGER shall not be entitled to severance pay pursuant
13 to Section 6 of this Agreement if he is terminated for cause.

14
15 **Section 5. TERMINATION OF AGREEMENT WITHOUT CAUSE BY**
16 **THE BOARD**

17 The Board may terminate this Agreement without cause. Such termination shall
18 be effected by providing GENERAL MANAGER with 30 days prior written notice. In
19 such event, GENERAL MANGER, shall continue to render his services to the effective
20 date of termination and be paid his regular compensation through the date of termination.

21
22 **SECTION 6. SEVERANCE PAY IF GENERAL MANAGER**
23 **TERMINATED WITHOUT CAUSE**

24 In the event that the Board terminates the GENERAL MANAGER without cause,
25 FCRTA shall pay the GENERAL MANAGER the equivalent of ten (10) weeks base
26 salary as severance pay. GENERAL MANAGER acknowledges and agrees that said
27 compensation represents a fair and reasonable compensation to GENERAL MANAGER
28 in the event his employment is terminated by FCRTA during the term of this Agreement.

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AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)

1 **SECTION 7. DUTIES**

2 The GENERAL MANAGER shall, to the best of his ability, take full managerial
3 responsibility for the performance of all the duties required by FCRTA in connection
4 with the administration of FCRTA's programs and services. The GENERAL
5 MANAGER shall perform his duties in conformance to the direction and orders of
6 FCRTA's Board and pursuant to the ordinances, resolutions and adopted policies of
7 FCRTA.

8

9 **SECTION 8. AUTHORITY OF GENERAL MANAGER**

10 FCRTA shall provide the GENERAL MANAGER with full authority to
11 administer FCRTA programs and services, including decisions related to selection and
12 termination of employees, subject to conditions and restrictions imposed by federal and
13 state law or agreements between FCRTA and agencies providing funding to the agency.
14 The GENERAL MANGER shall also be responsible for negotiating salary and fringe
15 benefit issues with the employees, subject to guidance from and approval by the FCRTA
16 Board.

17

18 **SECTION 9. COMPENSATION OF GENERAL MANAGER**

19 For the period October 1, 2014 through September 30, 2015, FCRTA shall
20 provide and GENERAL MANAGER shall accept the salary and benefits set forth in
21 Exhibit "A", attached hereto and incorporated herein by reference, as full compensation
22 for the services rendered to FCRTA pursuant to this Agreement.

23 For the period October 1, 2015 through September 30, 2016, FCRTA shall
24 provide and GENERAL MANAGER shall accept the salary and benefits set forth in
25 Exhibit "A-1", attached hereto and incorporated herein by reference, as full compensation
26 for the services rendered to FCRTA pursuant to this Agreement.

27 Commencing on October 1, 2016, FCRTA shall provide and GENERAL
28 MANAGER shall accept the salary and benefits set forth in Exhibit "A-2", attached
29 hereto and incorporated herein by reference, as full compensation for the services
30 rendered to FCRTA pursuant to this Agreement.

1 Provided that the Board's annual evaluation of GENERAL MANAGER
2 conducted pursuant to Section 13 of this Agreement is satisfactory, commencing on
3 October 1, 2017, FCRTA shall provide and GENERAL MANAGER shall accept the
4 salary and benefits set forth in Exhibit "A-3", attached hereto and incorporated herein by
5 reference, as full compensation for the services rendered to FCRTA pursuant to this
6 Agreement. If the Board's annual evaluation of GENERAL MANAGER conducted
7 pursuant to Section 13 of this Agreement is less than satisfactory, GENERAL
8 MANAGER's salary and benefits shall remain as set forth in Exhibit "A-1".

9 Provided that the Board's annual evaluation of GENERAL MANAGER
10 conducted pursuant to Section 13 of this Agreement is satisfactory, commencing on
11 October 1, 2018, FCRTA shall provide and GENERAL MANAGER shall accept the
12 salary and benefits set forth in Exhibit "A-4", attached hereto and incorporated herein by
13 reference, as full compensation for the services rendered to FCRTA pursuant to this
14 Agreement. If the Board's annual evaluation of GENERAL MANAGER conducted
15 pursuant to Section 13 of this Agreement is less than satisfactory, GENERAL
16 MANAGER's salary and benefits shall remain as set forth in Exhibit "A-1".

17
18 **SECTION 10. PROVISION OF OFFICE SPACE AND SUPPLIES**

19 FCRTA shall provide GENERAL MANAGER with office space and furniture,
20 telephone, data processing, secretarial support and other items and equipment necessary
21 to enable him to perform the services provided herein.
22

23 **SECTION 11. OWNERSHIP OF MATERIALS**

24 All files, notes, documents, data, specifications, correspondence, memoranda,
25 drawings, reports and other material prepared by or furnished to GENERAL MANAGER
26 in connection with the work hereunder shall be and remain property of FCRTA.

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AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)

1 **SECTION 12. INDEMNIFICATION**

2 FCRTA shall defend and indemnify GENERAL MANAGER for acts or
3 omissions within the scope of his employment hereunder, in accordance with the
4 California Government Claims Act.

5

6 **SECTION 13. PERFORMANCE EVALUATION**

7 The Board shall evaluate the performance of the GENERAL MANAGER
8 annually. GENERAL MANAGER shall confer with the Chairman of the Board
9 regarding the scheduling of the meeting in which the Board will evaluate the GENERAL
10 MANAGER.

11

12 **SECTION 14. AMENDMENTS**

13 This Agreement may be amended at any time only by the written agreement of the
14 Board and the GENERAL MANAGER.

15

16 **SECTION 15. ASSIGNMENT**

17 This is a personal services agreement. Neither the GENERAL MANAGER nor
18 the Board may assign or transfer any rights and obligation under this Agreement.

19

20 **SECTION 16. SEVERABILITY**

21 The invalidity, in whole or in part, of any provision of this Agreement shall not void
22 or affect the validity of any other provision, to the extent it may be carried out consistent
23 with the intent of this Agreement, which is to secure and fairly compensate effective
24 administration of FCERA.

25

26 **SECTION 17. NOTICES**

27 All notices or other communications to either party required or permitted
28 hereunder shall be in writing and delivered either personally or by deposit in the United
29 States mail, first class postage prepaid, addressed to:

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 AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)

FCRTA
Chairman of the Board of Directors
Fresno County Rural Transit Agency
2035 Tulare Street, Suite 201
Fresno, CA 93721

GENERAL MANAGER

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

SECTION 18. INTEGRATED AGREEMENT

This Agreement contains the entire agreement of the parties relating to their respective rights and obligations and supersedes prior negotiations, statements, instructions, representations or agreements, whether written or oral.

IN WITNESS WHEREOF, FCRTA and GENERAL MANAGER have approved and enter into this Agreement as set forth below.

DATE: _____ FRESNO COUNTY RURAL TRANSIT AGENCY
By _____
Amarpreet Dhaliwal, Chairman-Mayor Pro Tem of San
Joaquin

DATE: _____ GENERAL MANAGER
By _____
Moses Stites

APPROVED AS TO LEGAL FORM ON BEHALF OF FRESNO COUNTY RURAL
TRANSIT AGENCY

DANIEL C. CEDERBORG, COUNTY COUNSEL

ARTHUR G. WILLE, SENIOR DEPUTY

AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)

**EXHIBIT A TO AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

The GENERAL MANAGER shall be entitled to receive the following wages, fringe benefits, commencing on the effective date of this Agreement, except as otherwise as provided:

- a. Commencing October 01, 2014, FCRTA shall pay GENERAL MANAGER an annual salary of \$116,188.80.
- b. Employer paid contributions to the International City Management Association Retirement Corporation Section 401(a) plan equal to fifteen (15%) of compensation. GENERAL MANAGER is not required to but may contribute up to the Federal maximum to a section 457 deferred compensation plan through the Fresno Council of Governments ("FCOG") at his discretion.
- c. Long and short-term disability coverage and long-term care as provided to FCOG employees.
- d. Health insurance coverage as provided to FCOG employees.
- e. Long-term disability coverage as provided to FCOG employees.
- f. Optical and dental and worker's compensation benefits as provided to FCOG employees.
- g. Administrative leave equal to seven (7) days per year (October 1 – September 30), available for use immediately. Administrative leave not used in contract year will not be carried forward to the next contract year.
- h. Vacation leave equal to four (4) weeks per year (October 1 – September 30) at the rate of 6.1539 hours per biweekly pay period up to a maximum accrual of 320 hours. Unused accrued vacation leave existing on the date that this agreement is signed and executed shall be paid off in a lump sum payment at the rate of pay applicable to GENERAL MANAGER's previous position of Operations Manager for FCRTA as of September 30, 2014.
- i. Sick leave equal to 12 days per year (October 1 – September 30) at a rate of 3.6924 hours per biweekly pay period up to a maximum accrual of 960

AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)

1 hours. Unused accrued sick leave existing on September 30, 2014 shall
2 remain available for use by GENERAL MANAGER on and after October
3 1, 2014.

4 j. Paid holidays as provided to FCOG employees.

5 k. A surety bond for coverage of any claims related to liability or errors and
6 omissions related to the conduct of FCRTA business if same is provided
7 for other FCRTA officers or employees, or both.

8 l. A vehicle allowance equal to Five Hundred Dollars (\$500.00) per month.
9 Due to the payment of said vehicle allowance to GENERAL MANAGER,
10 no mileage reimbursement for business-related travel within the County of
11 Fresno with the use of his personal vehicle during the term of this
12 Agreement shall be paid to the GENERAL MANAGER, notwithstanding
13 that such reimbursement is normally provided to FCOG employees.

14 m. Mileage reimbursement for business-related out-of-county travel with the
15 use of his personal vehicle, and an employer-paid parking permit, each as
16 provided to FCOG employees.

17 n. Payment of all usual and normal expenses incurred in connection with his
18 employment hereunder, including business, travel, food and lodging and
19 other such expenses in accordance with FCOG practices, except as
20 specifically excluded. FCOG shall provide the GENERAL MANAGER
21 with a credit card to be used for business-related expenses. Expenses not
22 charged to the credit card shall be reimbursed by COFCG on the sixteenth
23 calendar day of each month following submittal of appropriate receipts.

24 o. Administration and interpretation of these fringe benefit provisions shall
25 be in accordance with the administrative policies, procedures, and
26 practices of FCOG related to such benefits.

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AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)

**EXHIBIT A-1 TO AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

1. The GENERAL MANAGER shall be entitled to receive the following wages and benefits, commencing on October 1, 2015:

- a. An annual salary of \$127,807.68, paid on biweekly basis (26 pay periods per year). As used in this Employment Agreement, a “year” is defined as commencing on October 1st and continuing through the following September 30th.
- b. FCRTA paid contributions to a Qualified 401(a) Plan administered by International City Management Association Retirement Corporation equal to fifteen (15%) of annual salary set forth in paragraph “a.” above. GENERAL MANAGER’s participation in the Qualified 401(a) Plan shall be in accordance with the provisions of Section 4016 the Fresno Council of Governments (“FCOG”) Employee Manual, dated December 2011 (hereafter, “FCOG Employee Manual”).
- c. GENERAL MANAGER is not required to but may contribute up to the maximum allowed by applicable law to a 457 Deferred Compensation Plan administered by International City Management Association Retirement Corporation. GENERAL MANAGER’s participation in the 457 Deferred Compensation Plan shall be in accordance with the provisions of Section 4016 the FCOG Employee Manual.
- d. Disability insurance coverage in accordance with the provisions of Section 4010 of the FCOG Employee Manual.
- e. Health insurance coverage in accordance with the provisions of Section 4011 of the FCOG Employee Manual..
- f. Life insurance coverage in accordance with the provisions of Section 4008 of the FCOG Employee Manual.
- g. Accidental death and dismemberment insurance coverage while traveling on business for FCRTA, in accordance with the provisions of Policy GTP 0009119731, issued by National Union Fire Insurance Company of Pittsburgh, PA. to the FCOG.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)

- h. Dental and Optical insurance coverage in accordance with the provisions of Section 4012 of the FCOG Employee Manual.
- i. Worker's compensation insurance coverage in accordance with the provisions of Section 4007 of the FCOG Employee Manual.
- j. Administrative leave equal to seven (7) days per year. Administrative leave is non-accruable.
- k. Vacation leave equivalent to 160 hours per year, to be earned and accrued at a rate of 6.1539 hours per biweekly pay period.
- l. Unused accrued vacation leave existing on September 30, 2015, shall be paid to GENERAL MANAGER in a lump sum payment. Said payment shall be calculated based on the existing value of the Vacation hours accrued, as measured by rate of pay in effect on September 30, 2015.
- m. Sick leave equivalent to 12 days per year, to be earned and accrued at a rate of 3.6924 hours per biweekly pay period to a maximum total accrual of 960 hours. The use of sick leave shall be in accordance with the provisions of Section 4002 of the FCOG Employee Manual.
- n. Paid holidays as defined by Section 4005 of the FCOG Employee Manual.
- o. A surety bond in the amount of \$5,000,000 for coverage of any claims related to liability or errors and omissions related to the conduct of FCRTA business.
- p. A vehicle allowance equal to Five Hundred Dollars (\$500.00) per month. Due to the payment of said vehicle allowance to GENERAL MANAGER, no mileage reimbursement for business-related travel within Fresno County with the use of his personal vehicle during the term of this Agreement shall be paid to the GENERAL MANAGER.
- q. Mileage reimbursement for business-related out-of-county travel with the use of his personal vehicle, in accordance with the provisions of Section 5002 of the FCOG Employee Manual.
- r. A parking permit to be paid by FCRTA, in accordance with the provisions of Section 4006 of the FCOG Employee Manual.

- 1 s. Payment of all usual and normal expenses incurred in connection with his
2 employment hereunder, including business, travel, food and lodging and
3 other such expenses in accordance with, in accordance with the provisions
4 of Sections 5001 and 5003 of the FCOG Employee Manual.
- 5 t. A credit card to be used for business-related expenses, provided through
6 an account with a limit of \$3,000.00, established by FCOG, and to be used
7 in accordance with the in the provisions of Section 5004 of the FCOG
8 Employee Manual. Expenses not charged to the credit card shall be
9 reimbursed on the sixteenth calendar day of each month following
10 submittal of appropriate receipts by the GENERAL MANAGER.
- 11 u. Administration and interpretation of these fringe benefit provisions shall
12 be in accordance with the administrative policies, procedures, and
13 practices of FCOG related to such benefits.

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AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)

**EXHIBIT A-2 TO AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

1. The GENERAL MANAGER shall be entitled to receive the following wages and benefits, commencing on October 1, 2016:
 - a. An annual salary of \$134,198.07, paid on biweekly basis (26 pay periods per year). As used in this Employment Agreement, a “year” is defined as commencing on October 1st and continuing through the following September 30th.
 - b. FCRTA paid contributions to a Qualified 401(a) Plan administered by International City Management Association Retirement Corporation equal to fifteen (15%) of annual salary set forth in paragraph “a.” above. GENERAL MANAGER’s participation in the Qualified 401(a) Plan shall be in accordance with the provisions of Section 4016 the Fresno Council of Governments (“FCOG”) Employee Manual, dated December 2011 (hereafter, “FCOG Employee Manual”).
 - c. GENERAL MANAGER is not required to but may contribute up to the maximum allowed by applicable law to a 457 Deferred Compensation Plan administered by International City Management Association Retirement Corporation. GENERAL MANAGER’s participation in the 457 Deferred Compensation Plan shall be in accordance with the provisions of Section 4016 the FCOG Employee Manual.
 - d. Disability insurance coverage in accordance with the provisions of Section 4010 of the FCOG Employee Manual.
 - e. Health insurance coverage in accordance with the provisions of Section 4011 of the FCOG Employee Manual.
 - f. Life insurance coverage in accordance with the provisions of Section 4008 of the FCOG Employee Manual.
 - g. Accidental death and dismemberment insurance coverage while traveling on business for FCRTA, in accordance with the provisions of Policy GTP 0009119731, issued by National Union Fire Insurance Company of Pittsburgh, PA. to the FCOG.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)

- h. Dental and Optical insurance coverage in accordance with the provisions of Section 4012 of the FCOG Employee Manual.
- i. Worker's compensation insurance coverage in accordance with the provisions of Section 4007 of the FCOG Employee Manual.
- j. Administrative leave equal to seven (7) days per year. Administrative leave is non-accruable.
- k. Vacation leave equivalent to 160 hours per year, to be earned and accrued at a rate of 6.1539 hours per biweekly pay period.
- l. Unused accrued vacation leave existing on September 30, 2016, shall be paid to GENERAL MANAGER in a lump sum payment. Said payment shall be calculated based on the existing value of the Vacation hours accrued, as measured by rate of pay in effect on September 30, 2016.
- m. Sick leave equivalent to 12 days per year, to be earned and accrued at a rate of 3.6924 hours per biweekly pay period to a maximum total accrual of 960 hours. The use of sick leave shall be in accordance with the provisions of Section 4002 of the FCOG Employee Manual.
- n. Paid holidays as defined by Section 4005 of the FCOG Employee Manual.
- o. A surety bond in the amount of \$5,000,000 for coverage of any claims related to liability or errors and omissions related to the conduct of FCRTA business.
- p. A vehicle allowance equal to Five Hundred Dollars (\$500.00) per month. Due to the payment of said vehicle allowance to GENERAL MANAGER, no mileage reimbursement for business-related travel within Fresno County with the use of his personal vehicle during the term of this Agreement shall be paid to the GENERAL MANAGER.
- q. Mileage reimbursement for business-related out-of-county travel with the use of his personal vehicle, in accordance with the provisions of Section 5002 of the FCOG Employee Manual.
- r. A parking permit to be paid by FCRTA, in accordance with the provisions of Section 4006 of the FCOG Employee Manual.

- 1 s. Payment of all usual and normal expenses incurred in connection with his
2 employment hereunder, including business, travel, food and lodging and
3 other such expenses in accordance with, in accordance with the provisions
4 of Sections 5001 and 5003 of the FCOG Employee Manual.
- 5 t. A credit card to be used for business-related expenses, provided through
6 an account with a limit of \$3,000.00, established by FCOG, and to be used
7 in accordance with the in the provisions of Section 5004 of the FCOG
8 Employee Manual. Expenses not charged to the credit card shall be
9 reimbursed on the sixteenth calendar day of each month following
10 submittal of appropriate receipts by the GENERAL MANAGER.
- 11 u. Administration and interpretation of these fringe benefit provisions shall
12 be in accordance with the administrative policies, procedures, and
13 practices of FCOG related to such benefits.

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AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)

**EXHIBIT A-3 TO AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

1. Subject to the provisions of Section 9 of this Amended and Restated Employment Agreement, the GENERAL MANAGER shall be entitled to receive the following wages and benefits, commencing on October 1, 2017:
 - a. An annual salary of \$136,882.03, paid on biweekly basis (26 pay periods per year). As used in this Employment Agreement, a “year” is defined as commencing on October 1st and continuing through the following September 30th.
 - b. FCRTA paid contributions to a Qualified 401(a) Plan administered by International City Management Association Retirement Corporation equal to fifteen (15%) of annual salary set forth in paragraph “a.” above. GENERAL MANAGER’s participation in the Qualified 401(a) Plan shall be in accordance with the provisions of Section 4016 the Fresno Council of Governments (“FCOG”) Employee Manual, dated December 2011 (hereafter, “FCOG Employee Manual”).
 - c. GENERAL MANAGER is not required to but may contribute up to the maximum allowed by applicable law to a 457 Deferred Compensation Plan administered by International City Management Association Retirement Corporation. GENERAL MANAGER’s participation in the 457 Deferred Compensation Plan shall be in accordance with the provisions of Section 4016 the FCOG Employee Manual.
 - d. Disability insurance coverage in accordance with the provisions of Section 4010 of the FCOG Employee Manual.
 - e. Health insurance coverage in accordance with the provisions of Section 4011 of the FCOG Employee Manual.
 - f. Life insurance coverage in accordance with the provisions of Section 4008 of the FCOG Employee Manual.
 - g. Accidental death and dismemberment insurance coverage while traveling on business for FCRTA, in accordance with the provisions of Policy GTP

0009119731, issued by National Union Fire Insurance Company of Pittsburgh, PA. to the FCOG.

- h. Dental and Optical insurance coverage in accordance with the provisions of Section 4012 of the FCOG Employee Manual.
- i. Worker's compensation insurance coverage in accordance with the provisions of Section 4007 of the FCOG Employee Manual.
- j. Administrative leave equal to seven (7) days per year. Administrative leave is non-accruable.
- k. Vacation leave equivalent to 160 hours per year, to be earned and accrued at a rate of 6.1539 hours per biweekly pay period.
- l. Unused accrued vacation leave existing on September 30, 2017, shall be paid to GENERAL MANAGER in a lump sum payment. Said payment shall be calculated based on the existing value of the Vacation hours accrued, as measured by rate of pay in effect on September 30, 2017.
- m. Sick leave equivalent to 12 days per year, to be earned and accrued at a rate of 3.6924 hours per biweekly pay period to a maximum total accrual of 960 hours. The use of sick leave shall be in accordance with the provisions of Section 4002 of the FCOG Employee Manual.
- n. Paid holidays as defined by Section 4005 of the FCOG Employee Manual.
- o. A surety bond in the amount of \$5,000,000 for coverage of any claims related to liability or errors and omissions related to the conduct of FCRTA business.
- p. A vehicle allowance equal to Five Hundred Dollars (\$500.00) per month. Due to the payment of said vehicle allowance to GENERAL MANAGER, no mileage reimbursement for business-related travel within Fresno County with the use of his personal vehicle during the term of this Agreement shall be paid to the GENERAL MANAGER.
- q. Mileage reimbursement for business-related out-of-county travel with the use of his personal vehicle, in accordance with the provisions of Section 5002 of the FCOG Employee Manual.

**EXHIBIT A-4 TO AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

1. Subject to the provisions of Section 9 of this Amended and Restated Employment Agreement, the GENERAL MANAGER shall be entitled to receive the following wages and benefits, commencing on October 1, 2018:
 - a. An annual salary of \$139,619.67, paid on biweekly basis (26 pay periods per year). As used in this Employment Agreement, a “year” is defined as commencing on October 1st and continuing through the following September 30th.
 - b. FCRTA paid contributions to a Qualified 401(a) Plan administered by International City Management Association Retirement Corporation equal to fifteen (15%) of annual salary set forth in paragraph “a.” above. GENERAL MANAGER’s participation in the Qualified 401(a) Plan shall be in accordance with the provisions of Section 4016 the Fresno Council of Governments (“FCOG”) Employee Manual, dated December 2011 (hereafter, “FCOG Employee Manual”).
 - c. GENERAL MANAGER is not required to but may contribute up to the maximum allowed by applicable law to a 457 Deferred Compensation Plan administered by International City Management Association Retirement Corporation. GENERAL MANAGER’s participation in the 457 Deferred Compensation Plan shall be in accordance with the provisions of Section 4016 the FCOG Employee Manual.
 - d. Disability insurance coverage in accordance with the provisions of Section 4010 of the FCOG Employee Manual.
 - e. Health insurance coverage in accordance with the provisions of Section 4011 of the FCOG Employee Manual.
 - f. Life insurance coverage in accordance with the provisions of Section 4008 of the FCOG Employee Manual.
 - g. Accidental death and dismemberment insurance coverage while traveling on business for FCRTA, in accordance with the provisions of Policy GTP

0009119731, issued by National Union Fire Insurance Company of Pittsburgh, PA. to the FCOG.

- h. Dental and Optical insurance coverage in accordance with the provisions of Section 4012 of the FCOG Employee Manual.
- i. Worker's compensation insurance coverage in accordance with the provisions of Section 4007 of the FCOG Employee Manual.
- j. Administrative leave equal to seven (7) days per year. Administrative leave is non-accruable.
- k. Vacation leave equivalent to 160 hours per year, to be earned and accrued at a rate of 6.1539 hours per biweekly pay period.
- l. Unused accrued vacation leave existing on September 30, 2018, shall be paid to GENERAL MANAGER in a lump sum payment. Said payment shall be calculated based on the existing value of the Vacation hours accrued, as measured by rate of pay in effect on September 30, 2018.
- m. Sick leave equivalent to 12 days per year, to be earned and accrued at a rate of 3.6924 hours per biweekly pay period to a maximum total accrual of 960 hours. The use of sick leave shall be in accordance with the provisions of Section 4002 of the FCOG Employee Manual.
- n. Paid holidays as defined by Section 4005 of the FCOG Employee Manual.
- o. A surety bond in the amount of \$5,000,000 for coverage of any claims related to liability or errors and omissions related to the conduct of FCRTA business.
- p. A vehicle allowance equal to Five Hundred Dollars (\$500.00) per month. Due to the payment of said vehicle allowance to GENERAL MANAGER, no mileage reimbursement for business-related travel within Fresno County with the use of his personal vehicle during the term of this Agreement shall be paid to the GENERAL MANAGER.
- q. Mileage reimbursement for business-related out-of-county travel with the use of his personal vehicle, in accordance with the provisions of Section 5002 of the FCOG Employee Manual.

- 1 r. A parking permit to be paid by FCRTA, in accordance with the provisions
2 of Section 4006 of the FCOG Employee Manual.
- 3 s. Payment of all usual and normal expenses incurred in connection with his
4 employment hereunder, including business, travel, food and lodging and
5 other such expenses in accordance with, in accordance with the provisions
6 of Sections 5001 and 5003 of the FCOG Employee Manual.
- 7 t. A credit card to be used for business-related expenses, provided through
8 an account with a limit of \$3,000.00, established by FCOG, and to be used
9 in accordance with the in the provisions of Section 5004 of the FCOG
10 Employee Manual. Expenses not charged to the credit card shall be
11 reimbursed on the sixteenth calendar day of each month following
12 submittal of appropriate receipts by the GENERAL MANAGER.
- 13 u. Administration and interpretation of these fringe benefit provisions shall
14 be in accordance with the administrative policies, procedures, and
15 practices of FCOG related to such benefits.

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AMENDED AND RESTATED EMPLOYMENT AGREEMENT GENERAL MANAGER (FCRTA)