



# 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, May 25, 2017

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

**PLACE:** FCOG / FCRTA Offices  
Sequoia Conference Room  
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 April 27, 2017 (Attachment 2A)

##### B. City of Dinuba Transit Agreement for FY 2017-2018 (Attachment 2B)

**Summary:** This is a regional public transit service agreement with the City of Dinuba which mainly transports college students to Reedley Community College. DMV and shopping in the City of Reedley. This agreement is for \$66,678.00 and is effective from 7/01/17 to 6/30/18.

**Action:** Recommend approval and authorize General Manager to execute agreement.

**C. Kings County Regional Transit Agreement for FY 2017-18 (Attachment 2C)**

**Summary:** This is a regional public transit service agreement with the Kings County Area Public Transit Agency for services in Fresno County; Selma Kaiser, Downtown Fresno, Community Regional Center, Veterans Hospital, Fresno Kaiser and Children's Hospital. Also added this year will be service to the Fowler Valley Children's Clinic when it opens later this year. This agreement is for \$49,988.00 and is effective 7/01/2017 to 6/30/2018.

**Action:** Recommend approval and authorize General Manager to execute agreement.

**D. Fresno Economic Opportunities Commission Transit Agreement for FY 2017-18 (Attachment 2D)**

**Summary:** This agreement is for thirty (30) public transit routes (in-city and intra-city), vehicle maintenance, vehicle detailing and CNG maintenance by FEOC. This agreement is for \$2,616,787.17 and is effective 7/01/2017 to 6/30/2018.

**Action:** Recommend approval and authorize General Manager to execute agreement.

**E. 2017 Annual CGP-Motor Carrier Division Terminal, Vehicle and Driver Inspection Report (Attachment 2E)**

**Summary:** On 4/27/2017 the CHP completed the FCRTA annual inspection for the maintenance terminal, vehicles and drivers records. This included Drug and Alcohol testing requirements under the Federal Transit Administration. The Satisfactory ratings are meet Local, State and Federal requirements to continue operations and remain eligible for funding allocations in FY 2017-18 as a Transit Agency.

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

**3. OTHER BUSINESS**

**A. Items from staff**

**B. Items from members**

**4. ADJOURNMENT**



# 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) Executive Minutes

Thursday, April 27, 2017 at 7:30 PM after COG Policy Board Meeting  
COG Sequoia Conference Room  
2035 Tulare St., Suite 201, Fresno, CA 93721

### Members Attending:

Mayor Nathan Vosburg, City of Coalinga  
Mayor Brady Jenkins, City of Firebaugh  
Mayor David Cardenas, City of Fowler  
Mayor Rey Leon, City of Huron  
Mayor Rhonda Armstrong, City of Kerman  
Mayor Pro Tem Bruce Blayney, City of Kingsburg  
Council Member Robert Silva, City of Mendota  
Mayor Victor Lopez, City of Orange Cove  
Councilmember Robert Beck, City of Reedley  
Mayor Frank Gonzalez, City of Sanger  
Mayor Pro Tem Amarpreet Dhaliwal, City of San Joaquin  
Mayor Michael Derr, City of Selma  
Supervisor Sal Quintero, Fresno County

Moses Stites, General Manager  
Arthur Wille, County Counsel  
Jeaneen Cervantes, FCOG

### Absent:

Mayor Alma Beltran, City of Parlier

QUORUM: At the start of the meeting there were 12 members present representing 100% of the population and there was a quorum to conduct business. (Coalinga, Kerman, Mendota, Orange Cove, Reedley, San Joaquin, Selma, Kingsburg, Huron, Sanger, Parlier, Fresno Co.)

### 1. ROLL CALL – Meeting called to order at 7:30 P.M

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

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

## 2. ACTION ITEMS

### A. Approved Executive Minutes of March 30, 2017

Mayor Nathan Vosburg (Coalinga) made a motion, seconded by Mayor Victor Lopez (Orange Cove) to approve the minutes of March 30, 2017. Abstain by Councilmember Robert Beck (Reedley) and Mayor Pro Tem Bruce Blayney (Kingsburg). A vote was called and motion carried.

### B. 2018-2022 Short Range Transit Plan for the Rural Fresno County Area

Council Member Robert Silva (Mendota) made a motion, seconded by Mayor Victor Lopez (Orange Cove). A vote was called and motion carried.

### C. Title VI of the Civil Rights Act of 1964 Program Update as required by the Federal Transit Administration (FTA) and Caltrans

Mayor Robert Silva (Mendota) made a motion, seconded by Mayor Victor Lopez (Orange Cove). A vote was called and motion carried.

### D. Annual Financial Reports (Audit) for the years ended June 30, 2016 and 2015

Mayor Victor Lopez (Orange Cove) made a motion seconded by Mayor Rey Leon (Huron). A vote was called and motion carried.

## 3. CONSENT ITEMS

### A. Conflict of Interest Code Amendment for FCRTA Resolution 2017-07

Mayor Pro Tem Bruce Blayney (Kingsburg) made a motion, seconded by Mayor Nathan Vosburg (Coalinga). A vote was called and motion carried.

### B. 2017-18 FCRTA Draft Budget

Mayor Michael Derr (Selma) made a motion, seconded by Mayor Nathan Vosburg (Coalinga). A vote was called and motion carried.

## 4. OTHER BUSINESS

### Items from Staff

Moses Stites announced that on May 24, 2017 @ 10:00 a.m in the City of Fowler will be a ribbon cutting ceremony for the installation of all the Solar Charging units. Also, he will be inviting Air District as well as some of the Air District Board Members and other committees to celebrate the solar charging units in each of your incorporated cities. Maybe it will give us an opportunity to apply for additional funding to get more units.

Again, May 24, 2017 @ 10:00 a.m the ribbon cutting will be hosted by Mayor Cardenas behind the library.

**Items from Members**

Mayor Pro Tem Bruce Blayney (Kingsburg) utilization of our solar charging system has received it's right downtown and has helped revitalize downtown trying to rebuild and renovate some of the upstairs of the buildings in the downtown area for current habitation. We're putting some money in the rehabilitation of downtown and things like the solar charging stations really help.

There's a generation that wants to live downtown upstairs over restaurants and buidlings, great way to go and help downtown.

Thank you for what you have done for us.

Mayor Nathan Vosburg requesting more marketing material as to what kind of cars can be charge with the units. Moses replied that he would look into it.

Mayor Rey Leon informed everyone that Tune-In and Tune-Out is having an event unsure of date in Lemoore (Westhills College) that is promoting a program called Plus Up for low-income families that have cars older than 2002 that don't pass smog may qualify for an Electric Vehicle up to \$14,500 for an electric plug in.

Mr. Leon is promoting this program to the residents of Huron. He would like to see his charging unit used.

Thanked Moses for everything that is being done in Transportation.

**5. ADJOURNMENT at 7:55 p.m.**

A motion was made by Mayor Victor Lopez (Orange Cove) and second by Mayor Nathan Vosburg (Kingsburg)

Respectfully submitted.



Moses Stites, General Manager



Attachment 2B  
City of Dinuba Transit  
Agreement  
FY 2017 - 2018





2017-2018  
AGREEMENT BETWEEN  
THE CITY OF DINUBA  
AND  
THE FRESNO COUNTY RURAL TRANSIT AGENCY

This Agreement made and entered into this 29th day of June 2017 by and between the City of Dinuba, hereinafter referred to as "Contractor", and the Fresno County Rural Transit Agency, hereinafter referred to as "FCRTA". Contractor and FCRTA are each a "Party" to this Agreement, and are collectively the "Parties" to this Agreement.

**WITNESSETH:**

WHEREAS, the updated 2014 Regional Transportation Plan for Fresno County, (adopted: June 26, 2014) recognized the potential provision of public transportation service between the City of Reedley in Fresno County and the City of Dinuba in Tulare County; and

WHEREAS, the Short Range Transit Plan (SRTP) for the Rural Fresno County Area: 2018-2022 was adopted by the Fresno Council of Governments (Fresno COG) on June 29, 2017 to serve as the Plan for potential service expansion opportunities as a result of the successful passage of Measure-C in November 2006; and

WHEREAS, Tulare County was also successful in their passage of Measure-R in November 2006; and

WHEREAS, the City of Dinuba has continued to express a desire to extend a portion of their Dinuba Transit services beyond the City of Dinuba to offer services from their community, the Dinuba Transit Center and Dinuba Vocational Center into Fresno County to the City of Reedley for the expressed purpose of seeking on-the-job training opportunities at the Adventist Medical Center – Reedley Hospital and the educational opportunities at Reedley College; Monday through Friday from 7:00am to 9:00pm; and

WHEREAS, the FCRTA is also interested in the reciprocal arrangements to facilitate ridership from residents of Eastern Fresno County Cities including: Reedley, Orange Cove, Parlier, and Sanger by way of Reedley Transit and Orange Cove Transit's inter-city services; and

WHEREAS, the cost for said services has been calculated, and the two (2) Parties have agreed to split the actual costs (\$133,356.00) on a fifty percent (50%) basis to each party, not to exceed a maximum agreed expenditure of \$66,678.00; and

WHEREAS, both Parties intend to utilize a portion of their respective local Measure-C and Measure-R Sales Tax revenues to implement this services expansion to determine its ongoing viability in meeting standard performance measures consistent with rules and regulations stipulated in the California Transportation Development Act of 1971, as amended.

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

ARTICLE I. COST SHARING OF THE INTER-COUNTY TRANSIT SERVICE BETWEEN THE CITY OF DINUBA IN TULARE COUNTY AND THE CITY OF REEDLEY IN FRESNO COUNTY.

The FCRTA hereby engages the City of Dinuba (Contractor) to provide public transportation service between the City of Dinuba and the City of Reedley, as referenced above, and as set forth in Article II of this Agreement, from July 1, 2017 through June 30, 2018. The maximum amount of compensation to the Contractor, under this Agreement shall not exceed \$66,678.00.

ARTICLE II. DESCRIPTION OF SERVICE

A. General Provisions

The Contractor agrees to provide public transportation service between the City of Dinuba and the City of Reedley with the operation of one (1) vehicle, provided by the City of Dinuba, in accordance with the route and schedule described below, for a total of two thousand, nine hundred and sixty-eight (2,968) vehicle service hours. Contractor shall comply with all applicable laws and licensing requirements in the provision of services under this Agreement.

B. Transit Service Area

The Contractor shall provide service on scheduled fixed route basis with a minimum of one (1) vehicle. The Transit Service Area Map is attached as Exhibit-1.

C. Hours of Service

The Contractor shall provide public transportation service Monday through Friday, from 7:05am to 8:55pm, except on the following holidays observed by the City of Dinuba: Independence Day; Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; and Memorial Day.

D. Fare Collection and Accounting

The Contractor shall be responsible for the collection, accounting, of all fares. The Contractor shall remit on a monthly basis ten percent (10%) of the fares collected to FCRTA.

E. Insurance

The Contractor shall secure and maintain throughout the term of this Agreement, or extensions thereof, automobile liability (Bodily Injury and Property Damage) not less than \$10,000,000 per occurrence.

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

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

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

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

#### ARTICLE III. BILLING AND PAYMENT FOR SERVICE

Subject to the maximum compensation limit set forth in Article I of this Agreement, the Contractor shall submit an itemized (accounting for one-half the actual number of service hours multiplied by \$44.93 - the rate per vehicle service hour) invoice bill to FCRTA. The FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill.

#### ARTICLE IV. CHARTER BUS REQUIREMENTS - 49 U.S.C. 5323(d); 49 CFR Part 604

Charter Service Operations - The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one (1) of the exceptions at 49 CFR 604.9. Any charter service provided under one (1) of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

#### ARTICLE V. SCHOOL BUS REQUIREMENTS - 49 U.S.C. 5323(F); 49 CFR Part 605

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients (Caltrans) and subrecipients (FCRTA) may not use federally funded equipment, vehicles, or facilities.

#### ARTICLE VI. ENERGY CONSERVATION REQUIREMENTS - 42 U.S.C. 6321 et seq.; 49 CFR Part 18

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of California Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act.

#### ARTICLE VII. CLEAN WATER REQUIREMENTS - 33 U.S.C. 1251

Clean Water -

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the FCRTA and understands and agrees that the FCRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE VIII. LOBBYING - 31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this Contract, the making of the Federal grant associated with this Contract, the entering into of this cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Agreement in association with the Federal contract, grant, or cooperative agreement.
- B. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the undersigned shall complete and submit separately the Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413.
- C. The undersigned shall be required to include the specific language of this certification clause in all subsequently awarded documents for all subawards at all tiers, including subcontracts and that all subrecipients shall certify and disclose accordingly.

This certification clause is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352(c)(1)-(2)(A), as amended by the Lobbying Disclosure Act of 1995. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

**The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement** of this certification clause and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification clause and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

Blanca Beltran, Public Works Director Name and Title of Contractor's Authorized Official

June 29, 2017 Date

ARTICLE IX. ACCESS TO RECORDS AND REPORTS - 49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

- A. The FCRTA, as a local government and FTA subrecipients or a subgrantee of the FTA Recipient (Caltrans) in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the FCRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives.
- B. The Contractor agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FCRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- D. FTA does not require the inclusion of these requirements in subcontracts.

ARTICLE X. FEDERAL CHANGES - 49 CFR Part 18

Federal Changes - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (11), dated October 1, 2009) between the FCRTA, Caltrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

ARTICLE XI. CLEAN AIR - 42 U.S.C. 7401 et. seq.; 40 CFR 15.61; 49 CFR Part 18

Clean Air:

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the FCRTA and understands and agrees that the FCRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Agreement Work Hours and Safety Standards:

- A. Overtime requirements - No Contractor or subcontractor contracting for any part of this contracted work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph "A" of this Article the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph one (1) of this Article, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph "A" of this Article.
- C. Withholding for unpaid wages and liquidated damages - The FCRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any

moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph "B" of this Article.

- D. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs "A" through "D" of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs "A" through "D" of this Article.

ARTICLE XIII. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government:

- A. The FCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the FCRTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE XIV. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 31 U.S.C. 3801 et. seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts:

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program

Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### ARTICLE XV. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

##### Suspension and Debarment

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By this Agreement the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the FCRTA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the FCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this Agreement is valid and throughout the period of any Agreement that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### ARTICLE XVI. PRIVACY ACT - 5 U.S.C. 552

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.



Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government.

The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XVII. CIVIL RIGHTS REQUIREMENTS - 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the Contractor:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Contractor:
  1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies. The Contractor agrees to take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### ARTICLE XVIII. BREACHES AND DISPUTE RESOLUTION - 49 CFR Part 18; FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of FCRTA's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the FCRTA General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the FCRTA General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the FCRTA, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the FCRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Agreement Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the FCRTA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

ARTICLE XIX. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

Transit Employee Protective Provisions:

A. The Contractor agrees to comply with applicable transit employee protective requirements as follows:

1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto.
2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - Since this Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- B. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XX . INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - FTA Circular 4220.1E

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

ARTICLE XXI. DRUG AND ALCOHOL TESTING - 49 U.S.C. §5331; 49 CFR Parts 653 and 654

The Contractor agrees to:

- A. participate in FCRTA's drug and alcohol program established in compliance with 49 CFR 653 and 654.

OR

- B. establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the FCRTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before July 1, 2007 and to submit the Management Information System (MIS) reports before March 15th of each year to Caltrans Headquarters. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

ARTICLE XXII. TERMINATION - 49 U.S.C.Part 18; FTA Circular 4220.1E

- A. Termination for Convenience The FCRTA may terminate this Contract, in whole or in part, at any time by providing thirty (30) days advance written notice to the Contractor. The Contractor shall be paid its costs incurred, including contract close-out costs, and profit on work performed up to the

date written notice of termination is provided by FCRTA. The Contractor shall promptly submit its claim for such costs to FCRTA, but in no event may Contractor submit a claims for such costs more than thirty (30) days after the date written notice of termination is provided by FCRTA. FCRTA shall have no obligation to respond to or pay claims for payment from Contractor received by FCRTA more than thirty (30) days after the date written notice of termination is provided by FCRTA. Contractor shall return to FCRTA any property owned by FCRTA within thirty (30) days after the date written notice of termination is provided by FCRTA.

B. Termination for Default If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of this Agreement, the FCRTA may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. Termination of this Agreement shall be effective immediately upon service of notice of termination by FCRTA to Contractor. Upon termination of this Agreement by FCRTA for default by the Contractor, FCRTA shall only be obligated to pay Contractor the Agreement rate set forth in Section \_\_\_ of this Agreement for services performed in accordance with the manner of performance set forth in the Agreement.

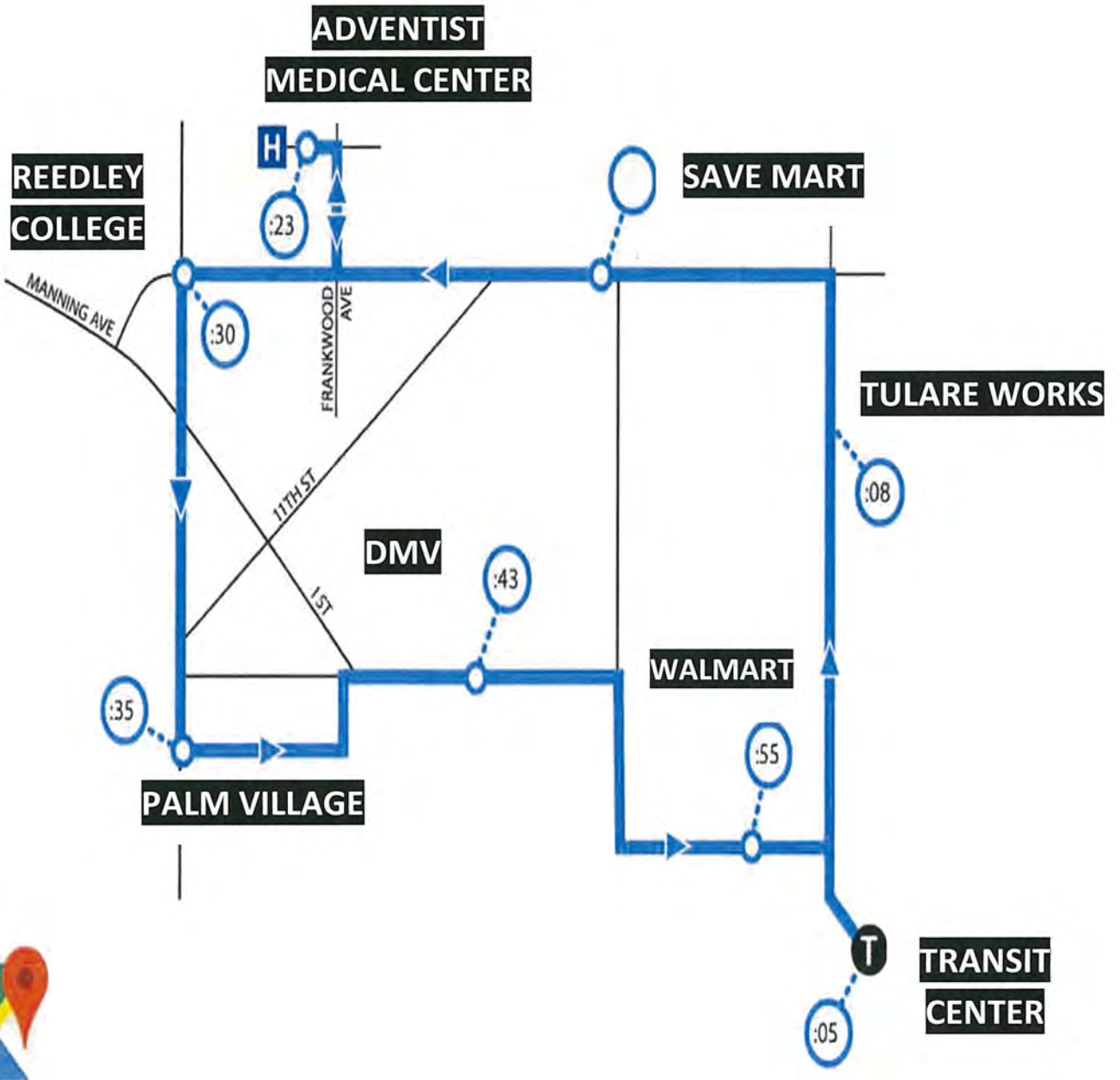
C. Opportunity to Cure The FCRTA in its sole discretion may, in the case of a termination for default, allow the Contractor thirty (30) days in which to cure the default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to FCRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from FCRTA setting forth the nature of said default, FCRTA shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude FCRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach In the event that FCRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by FCRTA shall not limit FCRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

I. Notwithstanding the aforementioned clauses, this Agreement shall terminate on June 30, 2018 unless extended by the written consent of both Parties.

**(DART) DINUBA AREA REGIONAL TRANSIT**



**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>          a. contract  <input type="checkbox"/> a b. grant          c. cooperative agreement          d. loan          e. loan guarantee          f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>          a. bid/offer/application  <input type="checkbox"/> c b. initial award          c. post-award</p>	<p><b>3. Report Type:</b>          a. initial filing  <input type="checkbox"/> a b. material change  <b>For material change only:</b>          Year _____ quarter _____          Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee          Tier _____, if Known:           Congressional District, if known:</p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>          Enter Name and Address of Prime:  <b>Fresno County Rural Transit Agency</b>  <b>2035 Tulare Street, Suite 201</b>  <b>Fresno, CA 93721</b>           Congressional District, if known: <b>18, 19, 20, 21</b></p>
<p><b>6. Federal Department/Agency:</b>   <b>Federal Transit Administration</b></p>	<p><b>7. Federal Program Name/Description:</b>  <b>FTA Section 5311</b>           CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>  <b>\$ 66,678.00</b></p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i>  <b>None</b></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
<p><b>Federal Use Only</b></p>		<p><b>Signature:</b> _____  <b>Print Name:</b> Blanca Beltran  <b>Title:</b> Public Works Director  <b>Telephone No.:</b> 559-591-5924 <b>Date:</b> 6/29/17 _____</p> <p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

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

FRESNO COUNTY RURAL TRANSIT AGENCY

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

CITY OF DINUBA

By \_\_\_\_\_  
Blanca Beltran, Public Works Director



Attachment 2C  
Kings County Regional Transit  
Agreement  
FY 2017 - 2018



2017-2018  
AGREEMENT BETWEEN  
KINGS COUNTY AREA PUBLIC TRANSIT AGENCY  
AND  
THE FRESNO COUNTY RURAL TRANSIT AGENCY

This Agreement, made and entered into this 29th day of June, 2017 by and between the Kings County Area Public Transit Agency, hereinafter referred to as "KART" or "Contractor", and the Fresno County Rural Transit Agency, hereinafter referred to as "FCRTA". Contractor and FCRTA are each a "Party" to this Agreement, and are collectively the "Parties" to this Agreement.

**WITNESSETH:**

WHEREAS, the updated Regional Transportation Plan for Fresno County, (adopted: June 26, 2014) proposes the provision of public transportation service between Laton in Fresno County and Hanford in Kings County and Fresno Medical Transit from Hanford through Laton to Fresno Area Hospitals;

WHEREAS, the Short Range Transit Plan (SRTP) for the Rural Fresno County Area: 2018-2022 was adopted by the Fresno Council of Governments (FCOG) on June 29, 2017 to serve as the Plan which forecasts anticipated ridership, recommends provision of service five (5) days a week, (excepting holidays); and such service is to be provided by the Kings County Area Public Transit Agency (KCAPTA) as Kings County Rural Transit (KART); and

WHEREAS, the KART also continues to provide weekday (Monday through Friday) round trip service between Hanford (Kings County) through Fresno County to Laton, Selma's Kaiser Clinic, Fresno's University Medical Center, Fresno's Veteran's Hospital, Fresno's Kaiser Hospital, and Valley Children's Hospital (Madera County); and

WHEREAS, the FCRTA continues to agree to share in the relative costs of each operation; and

WHEREAS, the County of Fresno has authorized FCRTA to claim apportioned Local Transportation Funds to enable FCRTA to assist in providing transit service to Laton in accordance with the SRTP for Laton; and

WHEREAS, the Parties have mutually negotiated this Agreement.

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

ARTICLE I. AWARD OF CONTRACT FOR LATON TRANSIT SERVICE TO THE KINGS COUNTY AREA PUBLIC TRANSIT AGENCY.

The FCRTA hereby engages the Contractor to provide public transportation service to the community of Laton, and from Kings County to medical facilities in Fresno County as referenced above, and as set forth in Article II of this Agreement, from July 1, 2017 through June 30, 2018. The maximum amount of compensation to the Contractor, under this Agreement shall not exceed \$49,988.00.

ARTICLE II. DESCRIPTION OF SERVICE

A. General Provisions

The Contractor agrees to provide public transportation service: 1) in the Laton Area, such service shall include the operation of one (1) vehicle, provided by Contractor, for a total of two hundred and twenty-five (225) vehicle service hours, in accordance with the route and schedule described in Exhibit A, which is attached hereto and incorporated herein by reference (hereafter "Laton Transit"); and 2) inter-County medical transit service from Kings County to Fresno County, which shall include the operation of one (1) vehicle, provided by Contractor for a total of three hundred and fifteen (315) vehicle service hours, in accordance with the route and schedule described in Exhibit B, which is attached hereto and incorporated herein by reference (hereafter, "Fresno Medical Transit"). The total service hours provided by Contractor under this Agreement shall be a total of five hundred and forty (540). Contractor shall comply with all applicable laws and licensing requirements in the provision of services under this Agreement.

B. Fare Collection and Accounting

The Contractor shall be responsible for the collection, accounting, and shall retain the fares associated with this Agreement.

C. Insurance

The Contractor shall secure and maintain throughout the term of this Agreement, or extensions thereof, automobile liability (Bodily Injury and Property Damage) not less than \$10,000,000 per occurrence.

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

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

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

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

ARTICLE III. BILLING AND PAYMENT FOR SERVICE

Subject to Article I, the Contractor shall submit an itemized accounting of the actual number of Laton Transit and Fresno Medical Transit service hours multiplied by \$70.00 per

vehicle service hour to be reflected in an invoice to the FCRTA. FCRTA shall make payment within thirty (30) days from receipt of a properly completed invoice.

ARTICLE IV. CHARTER BUS REQUIREMENTS - 49 U.S.C. 5323(d); 49 CFR Part 604

Charter Service Operations - The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one (1) of the exceptions at 49 CFR 604.9. Any charter service provided under one (1) of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

ARTICLE V. SCHOOL BUS REQUIREMENTS - 49 U.S.C. 5323(F); 49 CFR Part 605

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients (Caltrans) and subrecipients (FCRTA) may not use federally funded equipment, vehicles, or facilities.

ARTICLE VI. ENERGY CONSERVATION REQUIREMENTS - 42 U.S.C. 6321 et seq.; 49 CFR Part 18

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of California Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act.

ARTICLE VII. CLEAN WATER REQUIREMENTS - 33 U.S.C. 1301

Clean Water -

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1301 et seq. The Contractor agrees to report each violation to the FCRTA and understands and agrees that the FCRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE VIII. LOBBYING - 31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this Contract, the making of the Federal grant associated with this Contract, the entering into of this cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Agreement in association with the Federal contract, grant, or cooperative agreement.

- B. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit separately the Standard Form--LLL, "Disclosure Form to Report Lobbying", attached hereto as Exhibit "C" and incorporated herein by this reference, in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413.
- C. The undersigned shall be required to include the specific language of this certification clause in all subsequently awarded documents for all subawards at all tiers, including subcontracts and that all subrecipients shall certify and disclose accordingly.

This certification clause is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352(c)(1)-(2)(A), as amended by the Lobbying Disclosure Act of 1995. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification clause and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification clause and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Angie Dow, Transit Manager  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_ June 29, 2017 \_\_\_\_\_ Date

ARTICLE IX. ACCESS TO RECORDS AND REPORTS - 49 U.S.C. 5330; 18 CFR 18.36 (i); 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

- A. The FCRTA, as a local government and FTA subrecipient or a subgrantee of the FTA Recipient (Caltrans) in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the FCRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized

representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives.

- B. The Contractor agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FCRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- D. FTA does not require the inclusion of these requirements in subcontracts.

ARTICLE X. FEDERAL CHANGES - 49 CFR Part 18

Federal Changes - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(11), dated October 1, 2012) between the FCRTA, Caltrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

ARTICLE XI. CLEAN AIR - 42 U.S.C. 7401 et. seq.; 40 CFR 15.61; 49 CFR Part 18

Clean Air:

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the FCRTA and understands and agrees that the FCRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards:

- A. Overtime requirements - No Contractor or subcontractor contracting for any part of this contracted work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on

such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph "A" of this Article the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph one (1) of this Article, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph "A" of this Article.
- C. Withholding for unpaid wages and liquidated damages - The FCRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph "B" of this Article.
- D. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs "A" through "D" of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs "A" through "D" of this Article.

#### ARTICLE XIII. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

##### No Obligation by the Federal Government:

- A. The FCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the FCRTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is



further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE XIV. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 31 U.S.C. 3801 et. seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts:

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE XV. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By this Agreement the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the FCRTA. If it is later determined that the Contractor knowingly

rendered an erroneous certification, in addition to remedies available to the FCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE XVI. PRIVACY ACT - 5 U.S.C. 552

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government.

The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XVII. CIVIL RIGHTS REQUIREMENTS - 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the Contractor:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Contractor:
  - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts

60 et seq ., (which implement Executive Order No. 11306, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11306 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### ARTICLE XVIII. BREACHES AND DISPUTE RESOLUTION - 49 CFR Part 18; FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of FCRTA's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the FCRTA General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the FCRTA General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the FCRTA, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his

employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the FCRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the FCRTA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE XIX. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

Transit Employee Protective Provisions:

- A. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:
1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto.
  2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - Since this Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- B. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XX . INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - FTA Circular 4220.1E

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

ARTICLE XXI. DRUG AND ALCOHOL TESTING - 49 U.S.C. §5331; 49 CFR Parts 653 and 654

The Contractor agrees to:

- A. participate in FCRTA's drug and alcohol program established in compliance with 49 CFR 653 and 654.

OR

- B. establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the FCRTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before July 1, 2011 and to submit the Management Information System (MIS) reports before March 15th of each year to Caltrans Headquarters. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

ARTICLE XXII. TERMINATION - 49 U.S.C. Part 18; FTA Circular 4220.1E

- A. Termination for Convenience The FCRTA may terminate this Contract, in whole or in part, at any time by providing thirty (30) days advance written notice to the Contractor. The Contractor shall be paid its costs incurred, including contract close-out costs, and profit on work performed up to the date written notice of termination is provided by FCRTA. The Contractor shall promptly submit its claim for such costs to FCRTA, but in no event may Contractor submit a claims for such costs more than thirty (30) days after the date written notice of termination is provided by FCRTA. FCRTA shall have no obligation to respond to or pay claims for payment from Contractor received by FCRTA more than thirty (30) days after the date written notice of termination is provided by FCRTA. Contractor shall return to FCRTA any property owned by FCRTA within thirty (30) days after the date written notice of termination is provided by FCRTA.

B. Termination for Default If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of this Agreement, the FCRTA may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. Termination of this Agreement shall be effective immediately upon service of notice of termination by FCRTA to Contractor. Upon termination of this Agreement by FCRTA for default by the Contractor, FCRTA shall only be obligated to pay Contractor the Agreement rate set forth in Section III of this Agreement for services performed in accordance with the manner of performance set forth in the Agreement.

C. Opportunity to Cure The FCRTA in its sole discretion may, in the case of a termination for default, allow the Contractor thirty (30) days in which to cure the default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to FCRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from FCRTA setting forth the nature of said default, FCRTA shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude FCRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach In the event that FCRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by FCRTA shall not limit FCRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

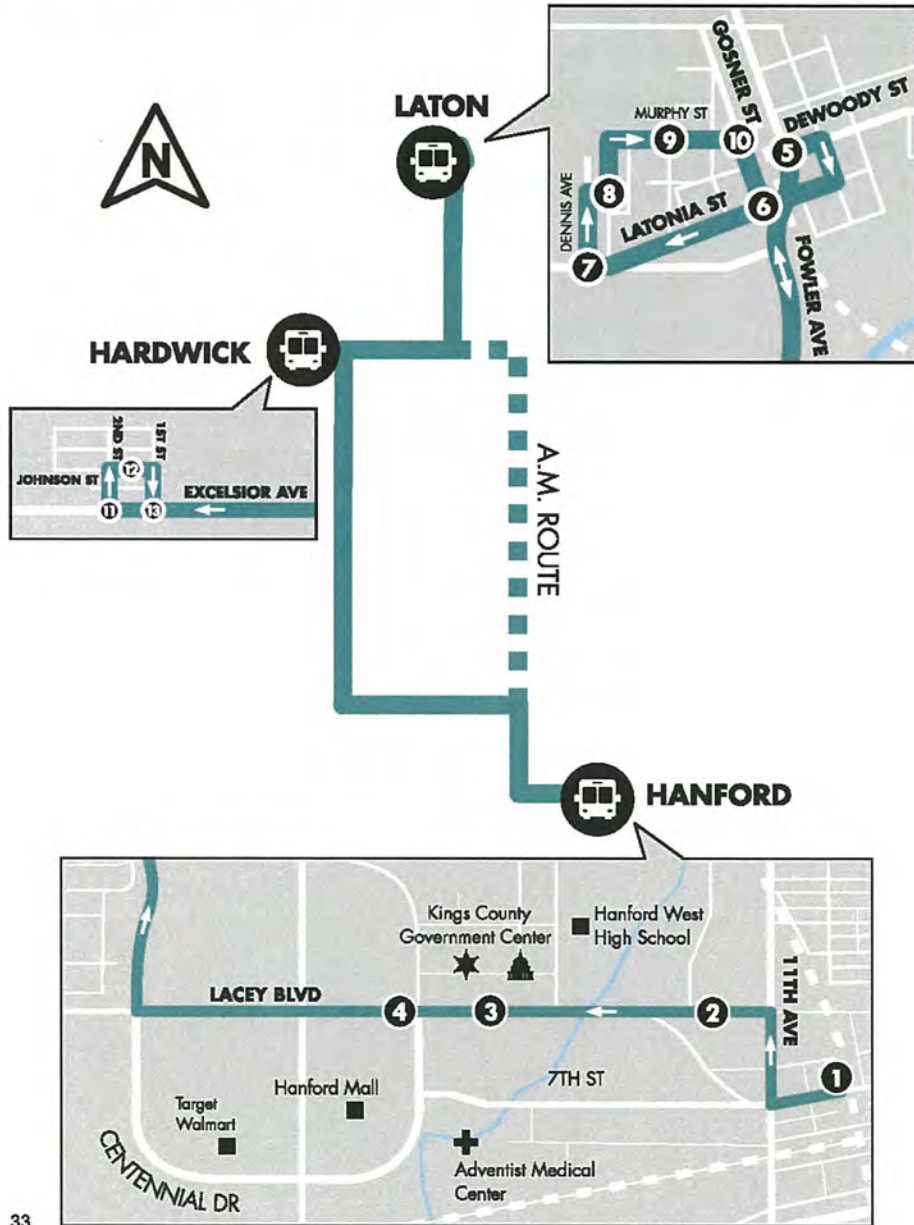
I. Notwithstanding the aforementioned clauses, this Agreement shall terminate on June 30, 2018 unless extended by the written consent of both Parties.

Exhibit A  
Laton Transit Service Area Map

# ROUTE 14

HANFORD - LATON

MONDAY  
thru FRIDAY  
ONLY



33

# ROUTE 14

		A.M.	P.M.
KART Transfer Center	<b>1</b>	8:55	<b>2:00</b>
Lacey Blvd - Carl's Jr	<b>2</b>	8:55	<b>2:00</b>
Lacey Blvd - Government Center	<b>3</b>	8:55	<b>2:00</b>
Lacey Blvd - across from Applebee's	<b>4</b>	9:00	<b>2:05</b>
Fowler & Dewoody	<b>5</b>	9:15	<b>2:30</b>
Latonia & Gosner	<b>6</b>	9:20	<b>2:30</b>
Dennis & Latonia	<b>7</b>	9:20	<b>2:30</b>
Paloma & Renn St	<b>8</b>	9:20	<b>2:40</b>
Murphy & Fatima	<b>9</b>	9:20	<b>2:40</b>
Murphy & Gosner St	<b>10</b>	9:20	<b>2:40</b>
Second & Excelsior	<b>11</b>	9:30	<b>2:40</b>
Johnson Between 2nd & 1st	<b>12</b>	9:30	<b>2:40</b>
1st & Excelsior	<b>13</b>	9:30	<b>2:40</b>
KART Transfer Center	<b>1</b>	9:50	<b>3:00</b>

AM Service / Servicio de AM  
 PM Service / Servicio de PM  
 No SATURDAY service available /  
 No servicio de SABADO

\* No connecting routes available /  
 No hay rutas de conexión disponible  
 Time points are an estimated time of arrival /  
 Momentos son un tiempo estimado de llegada





# ROUTE 17

HANFORD - FRESNO

MONDAY thru FRIDAY ONLY

**NOTE:**

KART offers service to Fresno on weekdays. Medical appointments between the hours of 10:00 a.m. - 2:00 p.m. are recommended when accessing medical care in Fresno.

Time points are an estimated time of arrival.

No SATURDAY service available.

*KART ofrece servicios a Fresno cada de lunes a viernes. Les recomendamos que hagan sus citas de las horas de 10:00 a.m. - 2:00 p.m. cuando tiene citas al doctor.*

*Momentos son un tiempo estimado de llegada.*

No servicio de SABADO.



**NORTHBOUND**

Hanford Transfer Center	Laton	Selma Kaiser	Fulton Mall	Community Regional Center	Veteran's Hospital	Fresno @ Shaw	Fresno Kaiser	Children's Hospital
1	2	3	4	5	6	7	8	9
9:00	9:15	9:40	10:00	10:05	10:15	10:20	10:45	10:50

**SOUTHBOUND**

Children's Hospital	Fresno Kaiser	Fresno @ Shaw	Veteran's Hospital	Community Regional Center	Fulton Mall	Selma Kaiser	Laton	Hanford Transfer Center
9	8	7	6	5	4	3	2	1
2:30	2:45	2:55	3:00	3:10	3:20	3:40	4:00	4:15



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

FRESNO COUNTY RURAL TRANSIT AGENCY

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

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

By \_\_\_\_\_  
Angie Dow, Executive Director



Attachment 2D  
FEOC Transit Agreement  
FY 2017 - 2018



2017-2018 AGREEMENT BETWEEN  
FRESNO ECONOMIC OPPORTUNITIES COMMISSION  
AND  
THE FRESNO COUNTY RURAL TRANSIT AGENCY

This Agreement made and entered into this 29th day of June, 2017 by and between the Fresno Economic Opportunities Commission (FEOC), hereinafter sometimes referred to as "Contractor", and the Fresno County Rural Transit Agency, hereinafter referred to as "FCRTA". Contractor and FCRTA are each a "Party" to this Agreement, and are collectively the "Parties" to this Agreement.

**WITNESSETH:**

WHEREAS, the updated 2014 Regional Transportation Plan (RTP) for Fresno County, (adopted: June 26, 2014) proposes the provision of public transportation service within the Rural Area of Fresno;

WHEREAS, the Short Range Transit Plan (SRTP) for the Rural Fresno County Area: 2018-2022 was adopted by the Fresno Council of Governments (FCOG) on June 29, 2017 to serve as the Plan for specific individual subsystems that are fully coordinated to provide for comprehensive network of public transit services to meet the identified needs of the residents; and

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

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

WHEREAS, the 2017-2018 Operations Program and Budget (OPB) for rural Fresno County shall be adopted by the FCOG on June 29, 2017 to support the Rural Consolidated Transportation Service Agencies (Rural CTSA) activities; and

WHEREAS, in the past the FCRTA and the FEOC have individually contracted for each Subsystem and yet much comment has been expressed by planning agencies, accountants, fiscal auditors, triennial performance auditors, and appointed and elected officials, questioning why a single agreement was not considered, and so the FCRTA staff agreed to prepare this Agreement to cover each of its Subsystems into a single Contract, so long as it does not pose any adverse legal or regulatory concerns; and

WHEREAS, the FCRTA continues to expressly contract with the FEOC as the Rural CTSA for: drivers, dispatchers, supervision, training, vehicle washing and detailing, and alternative fuel refilling equipment installation, servicing and repair; for the following transit subsystems: Auberry Transit; Del Rey Transit; Firebaugh Transit; Fowler Transit; Huron Transit; Kingsburg Transit; Mendota Transit; New Freedom Transit; Orange Cove Transit; Parlier Transit; Rural Transit; Sanger Transit; San Joaquin Transit; Selma Transit; Shuttle Transit; Southeast Transit; and Westside Transit; and

WHEREAS, Exhibit - 1, is a Summary of FCRTA's 2017-18 Transit Subsystems Under Contract to FEOC, and is attached hereto and incorporated herein by reference, and identifies each Subsystem,

the Days and Hours of Operation, the Service Type, the Frequency and the Service Area; with other Operational Supporting Services; and

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

WHEREAS, the Parties have mutually negotiated this Agreement,

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

ARTICLE I. AWARD OF A CONTRACT FOR TRANSIT SERVICE TO THE FRESNO ECONOMIC OPPORTUNITIES COMMISSION AS THE RURAL CONSOLIDATED TRANSPORTATION SERVICE AGENCY.

The FCRTA hereby engages the Contractor to serve as the Rural Consolidated Transportation Service Agency to provide public transportation service to the referenced subsystems, from July 1, 2017 through June 30, 2018, in accordance with Exhibit - 2 "Summary of FCRTA's 2017-18 Subsystem Individual and Total Contract Budgets for 2017-18 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", which is attached hereto and incorporated herein by reference. The maximum amount of compensation to the Contractor, under this Agreement shall not exceed \$2,616,787.17 provided no penalties or awards are assessed.

ARTICLE II. DESCRIPTION OF SERVICE

A. General Provisions

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

FCRTA is providing 92 vehicles to the subcontractors for the provision of all services within this contract. The FCRTA General Manager will assign the appropriate fleet vehicle(s) to each subsystem to meet the operational characteristics and the demonstrated ambulatory and wheelchair needs of the actual ridership, and therefore such assignments may be subject to change.

B. Equipment Specifications

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

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

1. One (1), air conditioning unit.
2. One (1), two-way mobile radio.



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

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

The Contractor shall be responsible for maintaining the physical appearance of the interior and exterior of the vehicle, which shall include periodic interior and exterior cleaning, washing and waxing.

Vehicle operating expenses, including fuel; maintenance; and insurance, shall be the responsibility of the FCRTA.

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

#### C. Personnel

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

FCRTA through its General Manager reserves the right to reject a driver employed by Contractor at any time for violations of the California Vehicle Code, endangering the general motoring public or passengers on Contractor's buses, or other actions which the General Manager determines to reflect negatively on FCRTA. In the event the General Manager rejects a driver employed by Contractor, the Contractor shall not allow such driver to perform services under this Agreement and shall immediately provide a replacement driver. Contractor shall instruct each of its drivers who perform services under this Agreement to immediately inform their supervisor(s) of any incidents in which it is alleged that the drivers violated the California Vehicle Code or endangered the general motoring public or passengers on Contractor's buses. Upon receipt of notice from a driver or other source of an incident in which it is alleged that a driver violated the California Vehicle Code or endangered the general motoring public or passengers on Contractor's buses, Contractor shall immediately notify FCRTA.

All personnel associated with FCRTA vehicle operations shall be included in the California Department of Motor Vehicles Pull Notice Program to track an individual's ongoing driving record to ensure a clean driving record.

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

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

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

If a Contractor's employee fails to pass a drug or alcohol test, they shall no longer be associated with the service contract. The Contractor may deal with their employee pursuant to their own policies and procedures.

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

D. Transit Service Areas

The Contractor shall provide service within the Transit Service Area which is contiguous with each City's Sphere of Influence (SOI) boundary as adopted by the Fresno County Local Agency Formation Commission (LAFCO) and as referenced and adopted in "The Short Range Transit Plan for the Rural Fresno County Area: 2018-2022". Exhibit - 3 is the overall FCRTA Service Area County Map. The respective individual Service Area Maps are attached as: Exhibit 4 - Auberry Transit; Exhibit - 5 Del Rey Transit; Exhibit - 6 Firebaugh Transit; Exhibit - 7 Fowler Transit; Exhibit - 8 Huron Transit; Exhibit - 9 Kingsburg Transit; Exhibit - 10 Mendota Transit; Exhibit - 11 New Freedom Transit; Exhibit - 12 Orange Cove Transit; Exhibit - 13 Parlier Transit; Exhibit - 14 Rural Transit; Exhibit - 15 Sanger Transit; Exhibit - 16 San Joaquin Transit; Exhibit - 17 Selma Transit; Exhibit - 18 Shuttle Transit; Exhibit - 19 Southeast Transit; Exhibit 20 - Westside Transit; Exhibit 21 – Orange Cove Inter-City Transit; Exhibit 22 – Kingsburg-Reedley College Transit; and Exhibit 23 – FCRTA Holiday Schedule. Each of the aforementioned Exhibits and attached hereto and incorporated herein by reference.

E. Hours of Service

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

Observed Holidays may vary subsystem by subsystem, because they reflect each individual City's or Agency's adopted listing of observed holidays. Exhibit - 26 "Member Agency Holiday Schedule 2017-18" stipulates each named holiday and date to reflect when a Subsystem has a Holiday or is to Work. The listing may be subject to change, with advanced notice to the public.

F. Dispatch Responsibilities

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

The Contractor is to continue utilizing the Mobilitat computer assisted dispatch software purchased by the FCRTA to utilize all the features to record confidential passenger information, transmit the relevant information to the driver, in an effort to provide safe, efficient, and professional service to the passengers.

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

G. Disabled Service

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

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

H. Data Collection

The Contractor shall compile "daily log sheets" and "monthly log sheets" and provide such logs to FCRTA on a monthly basis. Ample blank forms shall be provided by the FCRTA. Data to be collected shall include: total number of passengers transported throughout the individual subsystems, whether revenue producing or not; total vehicle service hours; total revenue service miles; and the total number of full-time employees associated with the operation of the transit system. All information submitted to FCRTA shall be certified (by signature) by the Contractor as correct. FCRTA shall keep the "original" data sheets. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment.

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

I. Fare Collection and Accounting

The Contractor shall be responsible for the collection, accounting and delivery of fares and the previous month's "daily and monthly log sheets" to FCRTA within thirty (30) days of the end of said month. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment.

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

J. Insurance

The FCRTA shall secure and maintain throughout the term of this Agreement, or extensions thereof, automobile liability (Bodily Injury and Property Damage) not less than \$5,000,000 per occurrence;

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

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

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

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

The Contractor will also be responsible to pay for "preventable" and "at fault" accidental damages, up to Five thousand dollars (\$5,000.00). Specific financial arrangements shall be resolved between the Parties of this Agreement with the fiscal year (July through June) in which the accident occurred, as defined by the period of the Contractual Agreement.

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

K. Exceptions to Service Requirements

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

ARTICLE III. FARE SCHEDULE

Fares for intra-City general public patrons shall be collected at the stipulated rate for each respective subsystem. They range for fifty cents (\$.50) and

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

Fares for inter-City general public patrons are distance based for one half (1/2) the fares previously granted by the California Public Utilities Commission (PUC) to common carriers in the region. They range from eighty-five cents (\$.85) to seven dollars and fifty cents (\$7.50) per one-way trip. Those fares are further discounted for the elderly, sixty plus (60+), the disabled and children when personally accompanied by a responsible adult over eighteen (18) they range from fifty cents (\$.50) to five dollars (\$5.00). The monthly passes are based on the round trip fare times twenty (20) service days per months.

Specific fares may be referenced on each subsystems respective informational flyer, or by calling the toll free number 1-800-325-RIDE (7433) or the FCRTA office at 559-233-6789.

Exact fares may be requested, however must be posted in vehicle.

Fares adjustment considerations require an "Environmental Justice" Analysis. The findings and recommendations are subject to a legally noticed Public Hearing by the FCRTA Board of Directors. The Staff report would be presented for public comment. Following the Hearing, the Board would have an opportunity to take action. The results and finding would be advertised for the date of implementation.

#### ARTICLE IV. BILLING AND PAYMENT FOR SERVICE

Subject to Article I and Exhibit - 2 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2017-18 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$32.44 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

#### ARTICLE V. VEHICLE IDENTIFICATION

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

#### ARTICLE VI. CHARTER BUS REQUIREMENTS - 49 U.S.C. 5323(d); 49 CFR Part 604

Charter Service Operations - The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one (1) of the exceptions at 49 CFR 604.9. Any charter service provided under one (1) of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

ARTICLE VII. SCHOOL BUS REQUIREMENTS - 49 U.S.C. 5323(F); 49 CFR Part 605

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients (Caltrans) and subrecipients (FCRTA) may not use federally funded equipment, vehicles, or facilities.

ARTICLE VIII. ENERGY CONSERVATION REQUIREMENTS - 42 U.S.C. 6321 et seq.; 49 CFR Part 18

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of California Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act.

ARTICLE IX. CLEAN WATER REQUIREMENTS - 33 U.S.C. 1251

Clean Water -

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the FCRTA and understands and agrees that the FCRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE X. LOBBYING - 31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this Contract, the making of the Federal grant associated with this Contract, the entering into of this cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Agreement in association with the Federal contract, grant, or cooperative agreement.

- B. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the undersigned shall complete and submit separately the Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413.
- C. The undersigned shall be required to include the specific language of this certification clause in all subsequently awarded documents for all subawards at all tiers, including subcontracts and that all subrecipients shall certify and disclose accordingly.

This certification clause is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352(c)(1)-(2)(A), as amended by the Lobbying Disclosure Act of 1995. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification clause and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification clause and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's  
Authorized Official

Brian Angus, FEOC Executive Director Name and Title of Contractor's  
Authorized Official

June 29, 2017 Date

ARTICLE XI. ACCESS TO RECORDS AND REPORTS - 49 U.S.C. 5325; 18 CFR 18.36 (l); 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

- A. The FCRTA, as a local government and FTA subrecipient or a subgrantee of the FTA Recipient (Caltrans) in accordance with 49 C.F.R. 18.36(l), the Contractor agrees to provide the FCRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents,

papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives.

- B. The Contractor agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FCRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- D. FTA does not require the inclusion of these requirements in subcontracts.

#### ARTICLE XII. FEDERAL CHANGES - 49 CFR Part 18

Federal Changes - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(11), dated October 1, 2011) between the FCRTA, Caltrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### ARTICLE XIII. CLEAN AIR - 42 U.S.C. 7401 et. seq.; 40 CFR 15.61; 49 CFR Part 18

##### Clean Air:

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the FCRTA and understands and agrees that the FCRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### ARTICLE XIV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

##### Contract Work Hours and Safety Standards:



- A. Overtime requirements - No Contractor or subcontractor contracting for any part of this contracted work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph "A" of this Article the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph one (1) of this Article, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph "A" of this Article.
- C. Withholding for unpaid wages and liquidated damages - The FCRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph "B" of this Article.
- D. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs "A" through "D" of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs "A" through "D" of this Article.

ARTICLE XV. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government:

- A. The FCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the FCRTA, Contractor, or any other

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE XVI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 31 U.S.C. 3801 et. seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts:

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE XVII. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its

principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By this Agreement the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the FCRTA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the FCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### ARTICLE XVIII. PRIVACY ACT - 5 U.S.C. 552

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government.

The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### ARTICLE XIX. CIVIL RIGHTS REQUIREMENTS - 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the Contractor:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal

implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Contractor:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11286, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE XX. BREACHES AND DISPUTE RESOLUTION - 49 CFR Part 18; FTA Circular 4280.1E

Disputes - Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of FCRTA's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the FCRTA General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the FCRTA General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the FCRTA, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the FCRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the FCRTA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE XXI. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

Transit Employee Protective Provisions:

- A. The Contractor agrees to comply with applicable transit employee protective requirements as follows:
  - 1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto.

2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - Since this Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- B. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XXII. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - FTA Circular 4280.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4280.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any FCRTA requests which would cause the FCRTA to be in violation of the FTA terms and conditions.

ARTICLE XXIII. DRUG AND ALCOHOL TESTING - 49 U.S.C. §5331; 49 CFR Parts 653 and 654

The Contractor agrees to:

- A. participate in FCRTA's drug and alcohol program established in compliance with 49 CFR 653 and 654.

OR

- B. establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the FCRTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before July 1, 2014 and to submit the Management Information System (MIS) reports before March 15th of each year to Caltrans Headquarters. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

ARTICLE XXIV. TERMINATION - 49 U.S.C.Part 18; FTA Circular 4280.1E

A. Termination for Convenience The FCRTA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the FCRTA's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to FCRTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the FCRTA, the Contractor will account for the same, and dispose of it in the manner the FCRTA directs.

B. Termination for Default If the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the FCRTA may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Agreement rate for services performed in accordance with the manner of performance set forth in the Contract.

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

C. Opportunity to Cure The FCRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to FCRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from FCRTA setting forth the nature of said breach or default, FCRTA shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude FCRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach In the event that FCRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by FCRTA shall not limit FCRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

E. Termination for Convenience The FCRTA, by written notice, may terminate this Contract, in whole or in part, when it is in the Government's interest. If this Agreement is terminated, the Recipient

shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.

- F. Termination for Default If the Contractor fails to perform the services within the time specified in this Agreement or any extension or if the Contractor fails to comply with any other provisions of this contract, the FCRTA may terminate this contract for default. The FCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- G. Termination for Default If the Contractor fails to perform the services, within the time specified in this Agreement or any extension or if the Contractor fails to comply with any other provisions of this Contract, the FCRTA may terminate this contract for default. The FCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the Agreement rate for services performed in accordance with the manner of performance set forth in this Contract.

If this Agreement is terminated while the Contractor has possession of FCRTA's property, the Contractor shall, upon direction of the FCRTA, protect and preserve the property until surrendered to the FCRTA or its agent. The Contractor and FCRTA shall agree on payment for the preservation and protection of property. Failure to agree on an amount will be resolved under the Dispute clause (Article XXI).

If, after termination for failure to fulfill the obligations under this Agreement, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the FCRTA.

- H. Termination for Convenience of Default (Cost-Type Contracts) The FCRTA may terminate this Contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the FCRTA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the Contract. The Contractor shall account for any property in its possession paid for from funds received from the FCRTA, or property supplied to the Contractor by the FCRTA. If the termination is for default, the FCRTA may fix the fee, if the Agreement provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the FCRTA and the Parties shall negotiate the termination settlement to be paid the



Contractor. If the termination is for the convenience of the FCRTA, the Contractor shall be paid its Agreement close-out costs, and a fee, if the Agreement provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the FCRTA determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the FCRTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- I. Notwithstanding the aforementioned clauses, this Contractual Agreement shall terminate on June 30, 2017 unless extended by the written consent of both Parties.

**Exhibit – 1**

Summary of FCRTA's 2017-18 Transit Subsystem Under Contract to FEOC  
Identified Subsystems, Days and Hours of Operation, Service Type, Frequency & Service Areas

<b>FCRTA Subsystem</b>	<b>Days and Times of Operation</b>	<b>Type of Service Number of Buses</b>	<b>Frequency of Inter-City Trips</b>	<b>Also Serves</b>
<b><u>Auberry Transit</u></b> Inter-Community Service	M-F: 7:00 am – 3:00 pm	Demand Responsive <b>One Bus</b> (for both Inter-Community and Inter-City Service)		Adler Springs, Auberry, New Auberry, Big Sandy Indian Rancheria, Burrough Valley, Cold Springs Indian Rancheria, Friant, Jose Basin, Marshall Station, Meadow Lakes, Mile High, Prather, Sycamore
Inter-City Service	Tue: 8:00 am – 4:30 pm	24 Hour prior reservations by end of Mon, for Tues	One Round Trip	Above Communities & Table Mountain Indian Rancheria, Tollhouse, Fresno
<b><u>Del Rey Transit</u></b> Intra-City Service & Inter-Community Service	M-F: 8:00 am-4:00 pm	Demand Responsive <b>One Bus</b>	Four Round Trips	Del Rey Sanger
<b><u>Firebaugh Transit</u></b> Intra-City Service	M-F: 6:45 am – 5:15 pm	Demand Responsive <b>One Bus</b>		Sphere of Influence
Inter-City Service	M-F: 7:00 am – 5:00 pm	Fixed Route with Route Deviation <b>One Bus</b>	Ten Round Trips	Firebaugh and Mendota
Inter-City Service on Westside Transit:	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation	Two Round Trips	Firebaugh, Mendota, Kerman San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, Three Rocks, Fresno
<b><u>Fowler Transit</u></b> Intra-City Service	M-F: 7:00 am-4:00 pm	Demand Responsive <b>One Bus</b>		Sphere of Influence
Inter-City Service On Southeast Transit:	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation	Three Round Trips	Fresno, Fowler, Selma, Kingsburg
<b><u>Huron Transit</u></b> Intra-City Service I Intra-City Service II Inter-City Service	M-F: 7:00 am – 4:30 pm M-F: 7:00 am – 4:30 pm M-F: 8:30 am – 5:15 pm	Demand Responsive <b>Two Buses</b> Fixed Route with Route Deviation <b>One Bus</b>	Seven Round Trips	Sphere of Influence Huron, Harris Ranch, , I-5/198 Interchange, West Hills College, Coalinga
Inter-City Service on Coalinga Transit:	M-F: 8:00 am – 5:45 pm	Fixed Route with Route Deviation	One Round Trip	Coalinga, Huron, Riverdale, Lanare, Caruthers, Easton, Fresno

<b><u>Kingsburg Transit</u></b> Intra-City Service I  Intra-City Service II Southeast Transit	M-F: 7:00 am – 4:00 pm Sa: 8:00 am – 5:00 pm M-F: 8:00 am – 5:00 pm M-F 6:30 am – 5:45 pm	Demand Responsive <b>Two Buses</b>  Fixed Route with Route Deviation	Three Round Trips	Sphere of Influence  Kingsburg, Selma, Fowler, Fresno
<b><u>Kingsburg-Reedley College Transit</u></b> Inter-City Service	M-F: 6:30 am – 4:45 pm	<b>One Bus</b> Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Parlier, Reedley
<b><u>Mendota Transit</u></b> Intra-City Service  Inter-City Service to F.B.  Inter-City Service on Westside Transit:	M-F: 7:00 am – 4:00 pm  M-F: 7:00 am – 5:00 pm  M-F: 6:30 am – 5:45 pm	Demand Responsive <b>One Bus</b> Fixed Route with Route Deviation (Bus part of F.B.) Fixed Route with Route Deviation	Ten Round Trips  Two Round Trips	Sphere of Influence  Firebaugh, Mendota  Firebaugh, Mendota, Kerman San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, Three Rocks, Fresno
<b><u>Orange Cove Transit</u></b> Intra-City Service  Inter-City Service	M-F: 7:00 am – 4:00 pm  M-F: 6:30 am – 5:45 pm	<b>One Bus</b> Demand Responsive <b>One Bus</b> Fixed Route with Route Deviation	Two Round Trips	Sphere of Influence  Orange Cove, Reedley, Parlier, Sanger, Fresno
<b><u>Parlier Transit</u></b> Intra-City Service  Inter-City Service on Orange Cove Transit:	M-F: 7:00 am – 4:00 pm  M-F: 6:30 am – 5:45 pm	Demand Responsive <b>One Bus</b> Fixed Route with Route Deviation	Two Round Trips	Sphere of Influence  Orange Cove, Parlier, Reedley, Sanger, Fresno
<b><u>Rural Transit</u></b> Inter-Community Inter-City	M-F: 8:00 am – 5:00pm (By actual operations only)	24 Hour prior reservation Demand Responsive <b>Three Vans</b>	Multiple Round Trips	Beyond existing city service areas – Remote Rural Areas
<b><u>Sanger Transit</u></b> Intra-City Service I  Intra-City Service II Inter-City Service (SRC) Intra-City Service III Intra-City Service IV Inter-City Service on Orange Cove Transit:	M-F: 7:00 am – 4:00 pm Sa: 8:00 am – 5:00 pm M-F: 7:00 am – 4:00 pm M-F: 6:15 am – 4:30pm M-F: 7:30 am – 4:30 pm M-F: 8:30 am – 5:30 pm M-F: 6:30 am – 5:45 pm	Demand Responsive <b>Four Buses</b> Fixed Route with Route Deviation <b>SRC-One Bus</b> Fixed Route with Route Deviation	Nine Round Trips  Two Round Trips	Sphere of Influence  Sanger, Parlier, Reedley  Orange Cove, Reedley, Parlier, Sanger, Fresno

<b>San Joaquin Transit</b> Intra-City Service and Inter-Community Service	M-F: 6:45 am – 3:45 pm	Demand Responsive <b>One Bus</b>		Sphere of Influence, Cantua Creek, El Porvenir, Half Way, Tranquility, Three Rocks
Westside Transit	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation	Two Round Trips	San Joaquin, Kerman, Mendota, Firebaugh, Fresno
<b>Selma Transit</b> Intra-City Service-I	M-F: 7:00 am – 4:00 pm	Demand Responsive <b>Four Buses</b>		Sphere of Influence
Intra-City Service-II	Sa: 8:00 am – 5:00 pm			
Intra-City Service-III	M-F: 7:00 am – 4:00 pm			
Inter-City Service on Southeast Transit:	M-F: 7:30 am – 4:30 pm			
Intra-City Service-IV	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Fresno
<b>Shuttle Transit</b> Intra-City Service	M-F: 8:00am -5:00pm (By actual operations Only)	Demand Responsive, Prior Reservation <b>One Bus</b>	Meets Arriving and Departing Inter- City Services	Fresno-Clovis Metropolitan Area
<b>Southeast Transit</b> Southeast Transit	M-F: 6:30 am – 5:45 pm	<b>One Bus</b> Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Fresno
<b>Westside Transit</b> Inter-City Service	M-F: 6:30 am – 5:45 pm	<b>One Bus</b> Fixed Route with Route Deviation	Two Round Trips	San Joaquin, Kerman, Mendota, Firebaugh, Fresno

Exhibit - 2  
Summary of FCRTA's Subsystem  
Individual and Total Contract Budgets for 2017-18

FCRTA Subsystems	Service Type	Number of Vehicles to Provide Service	Total Vehicle Service Hours	Hourly Contract Service Rate	Subtotal of Service Contracts	FEOC Contract Totals
Auberry Transit	Intra-Community (Mountains)	1	1,736.00	\$ 32.44	\$ 56,315.84	\$ 68,967.44
	Inter-Community (to Fresno)	1	390.00	\$ 32.44	\$ 12,651.60	
Del Rey Transit	Inter Community (to Sanger)	1	1,736.00	\$ 32.44	\$ 56,315.84	\$ 56,315.84
Firebaugh Transit	Intra City	1	2,232.00	\$ 32.44	\$ 72,406.08	\$ 150,846.00
	Inter-City (to Mendota)	1	2,418.00	\$ 32.44	\$ 78,439.92	
Fowler Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Huron Transit	Intra-City	2	4,216.00	\$ 32.44	\$ 136,767.04	\$ 199,116.72
	Inter-City (to Coalinga)	1	1,922.00	\$ 32.44	\$ 62,349.68	
Kingsburg Transit	Intra City	2	4,384.00	\$ 32.44	\$ 142,216.96	\$ 142,216.96
Kingsburg-Reedley College Transit	Inter-City (to Reedley)	1	2,294.00	\$ 32.44	\$ 74,417.36	\$ 74,417.36
Mendota Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Orange Cove Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 146,823.44
	Inter City (to Fresno)	1	2,542.00	\$ 32.44	\$ 82,462.48	
Parlier Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Rural Transit	County	3	2,008.80	\$ 32.44	\$ 65,165.47	\$ 65,165.47
Sanger Transit	Intra-City	4	7,936.00	\$ 32.44	\$ 257,443.84	\$ 345,356.24
	Saturday	1	416.00	\$ 32.44	\$ 13,495.04	
	Inter-City (to Reedley)	1	2,294.00	\$ 32.44	\$ 74,417.36	
San Joaquin Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Selma Transit	Intra City	4	7,936.00	\$ 32.44	\$ 257,443.84	\$ 270,938.88
	Saturday	1	416.00	\$ 32.44	\$ 13,495.04	
Shuttle Transit	Fresno	1	508.40	\$ 32.44	\$ 16,492.50	\$ 16,492.50
Southeast Transit	Inter-City	1	2,170.00	\$ 32.44	\$ 70,394.80	\$ 70,394.80
Westside Transit	Inter-City	1	2,294.00	\$ 32.44	\$ 74,417.36	\$ 74,417.36
Maintance Shuttle	Rural Areas	0	3,984.00	\$ 27.07	\$ 107,846.88	\$ 107,846.88
CNG Service Tech	Rural Areas	1	1,816.00	\$ 43.30	\$ 78,632.80	\$ 78,632.80
Vehicle Maintenance	Rural Areas	0	6,324.00	\$ 69.86	\$ 441,794.64	\$ 441,794.64
Vehicle Detailing	Rural Areas	0	1,984.00	\$ 25.00	\$ 49,600.00	\$ 49,600.00
<b>FEOC TOTALS</b>		<b>35</b>	<b>73,877.20</b>	<b>--</b>	<b>\$ 2,616,787.17</b>	<b>\$ 2,616,787.17</b>

Exhibit - 3  
 FCRTA Service Area County Map

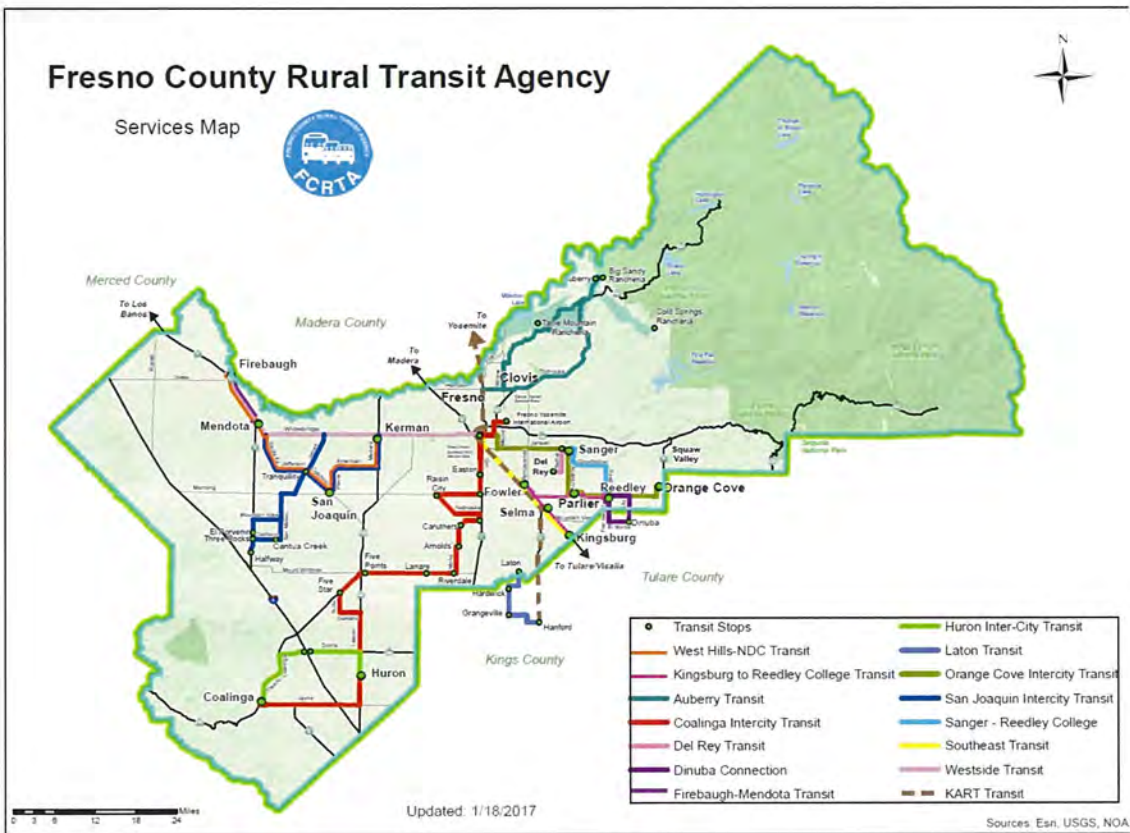


Exhibit - 4  
Auberry Transit Service Area Map

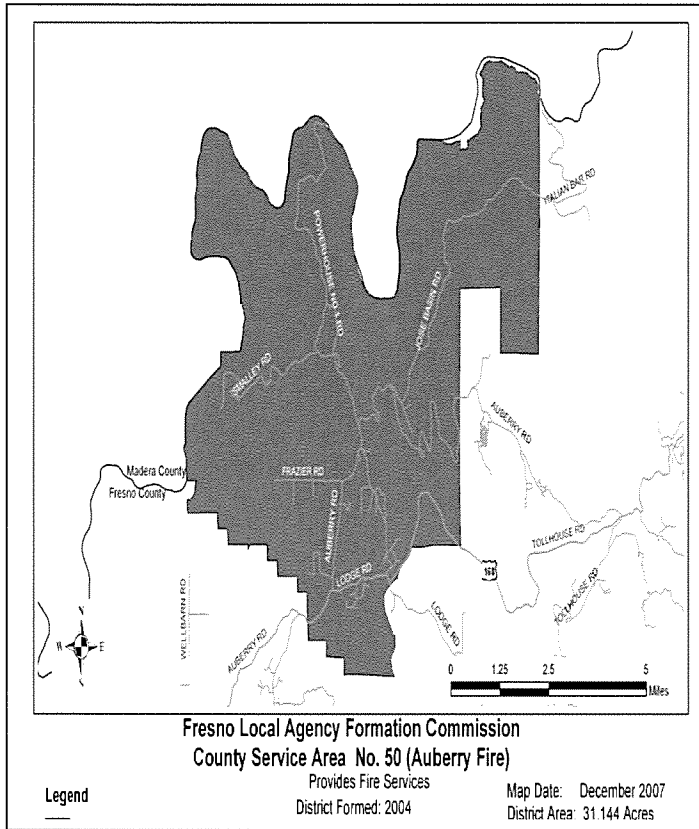


Exhibit - 5  
 Del Rey Transit Service Area Map

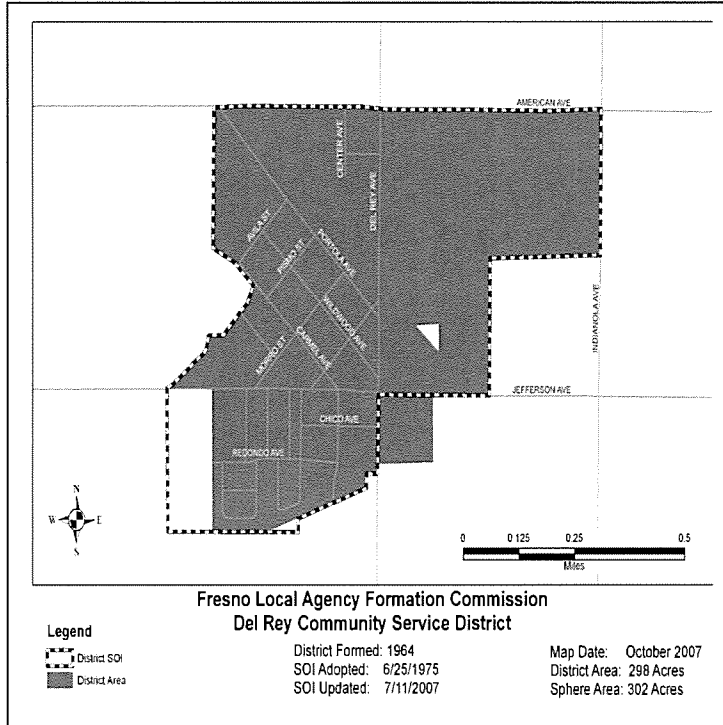




Exhibit - 6  
 Firebaugh Sphere of Influence / Transit Service Area Map

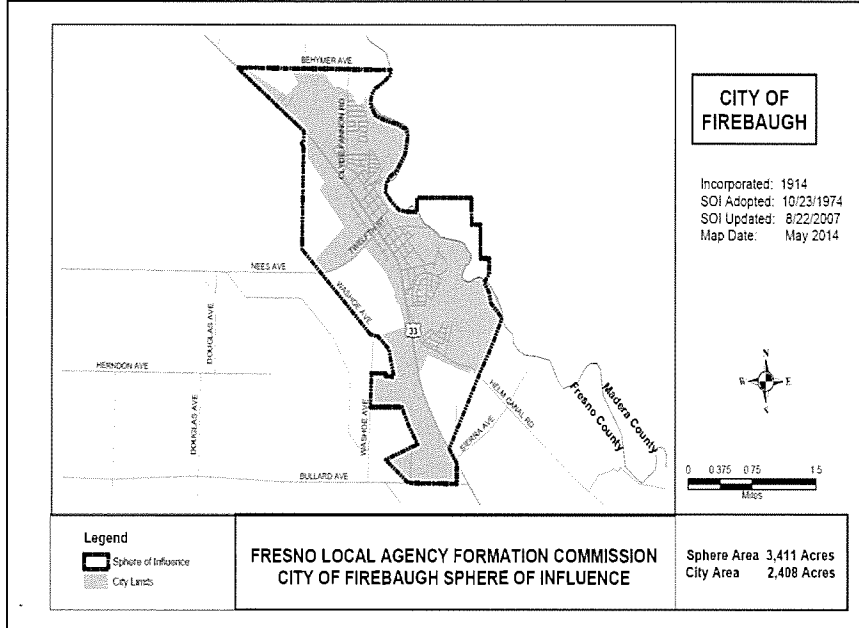


Exhibit - 7  
Fowler Sphere of Influence / Transit Service Area Map

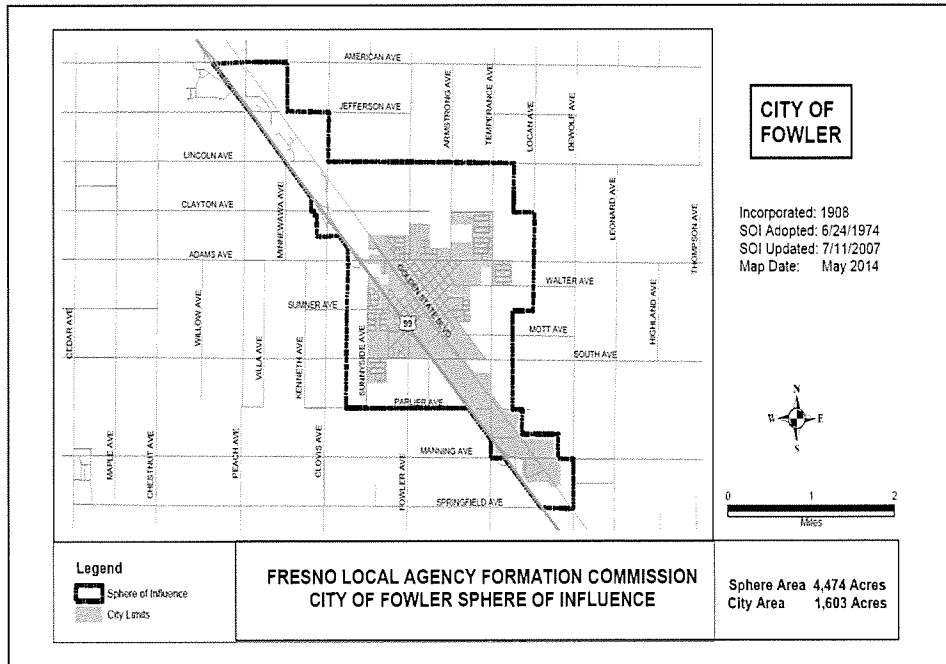


Exhibit - 8  
 Huron Sphere of Influence / Transit Service Area Map

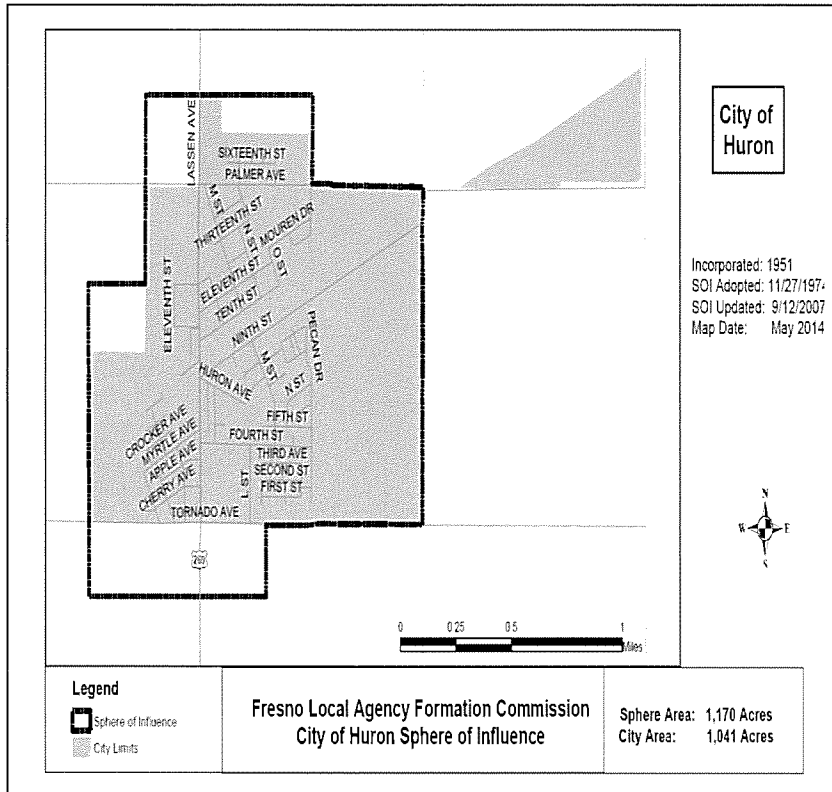


Exhibit - 9  
Kingsburg Transit Service Area Map

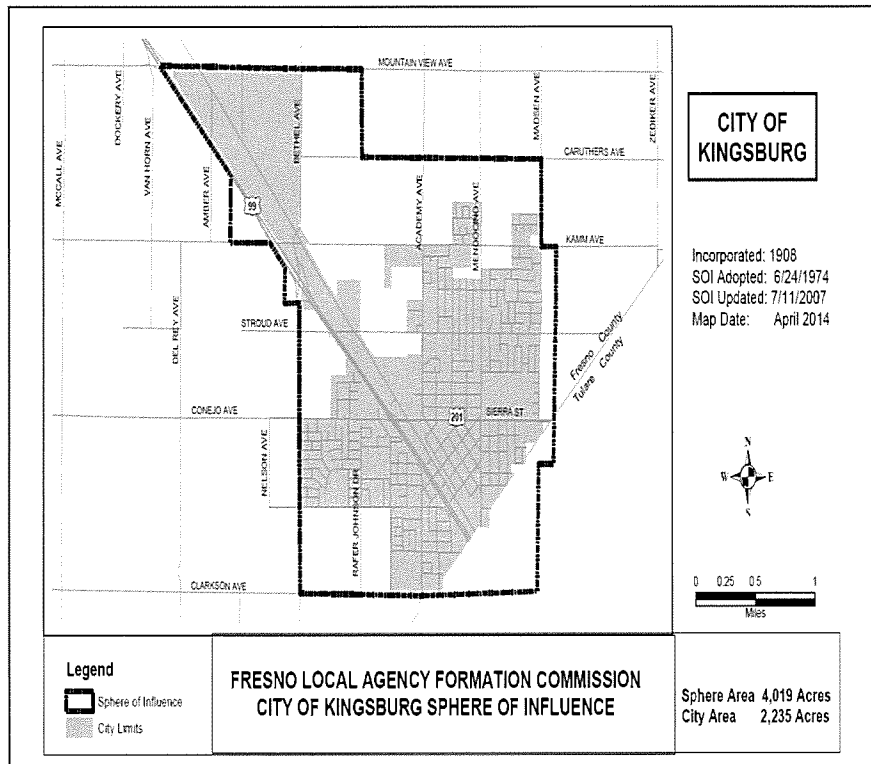


Exhibit - 10  
Mendota Sphere of Influence / Transit Service Area Map

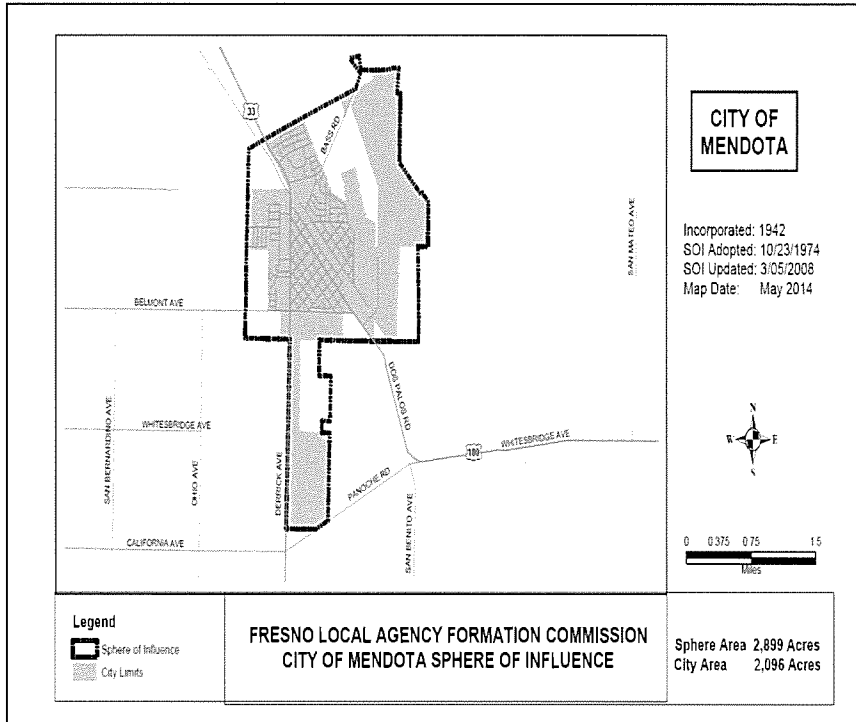


Exhibit - 11  
New Freedom Transit Service Area Map

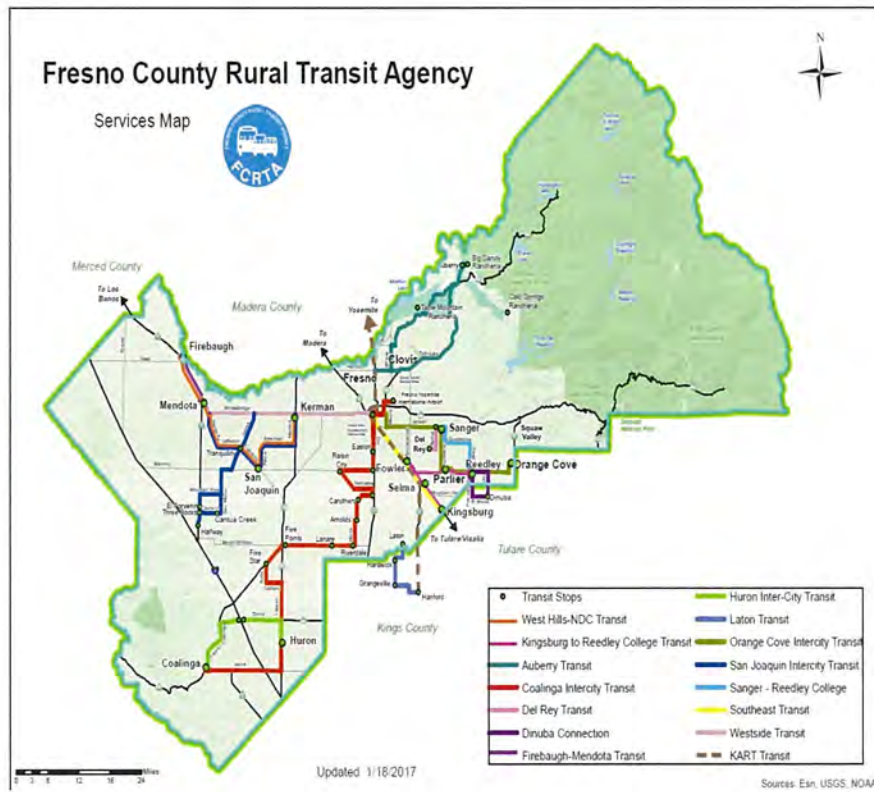


Exhibit - 12  
 Orange Cove Sphere of Influence / Transit Service Area Map

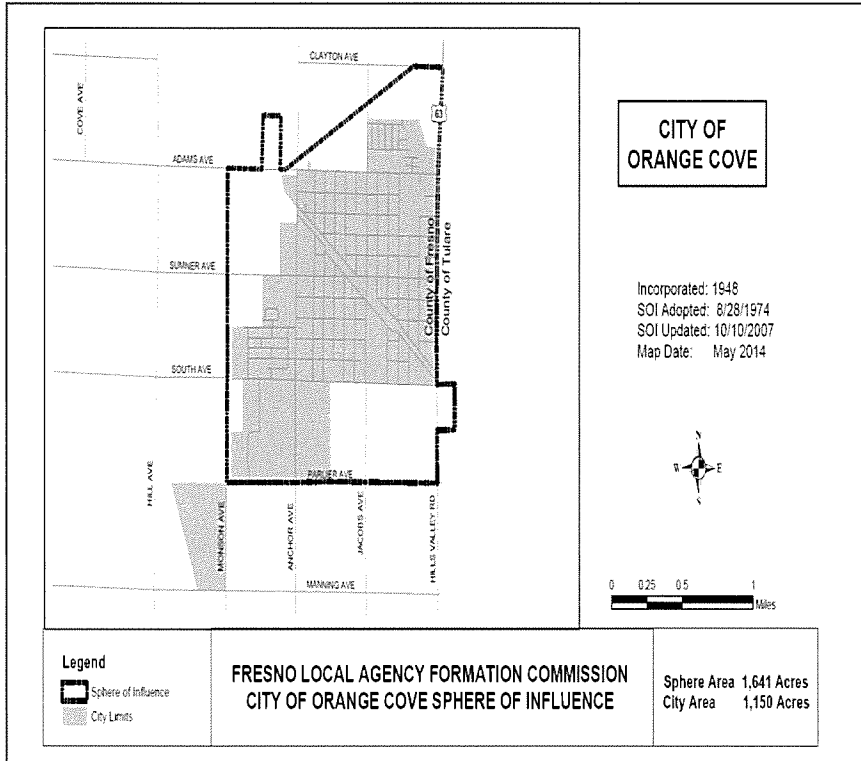


Exhibit - 13  
 Parlier Sphere of Influence / Transit Service Area Map

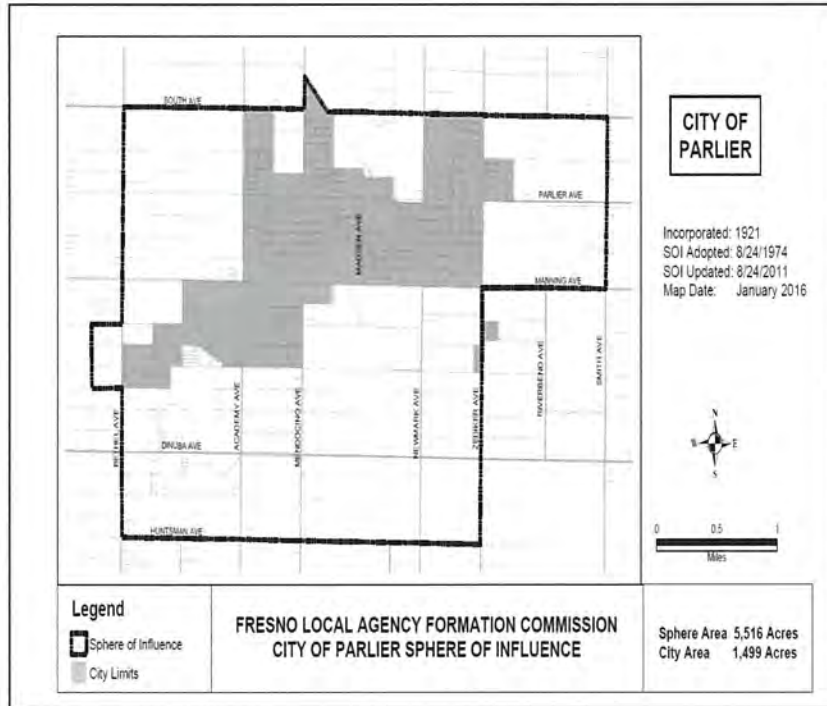




Exhibit - 14  
Rural Transit Service Area Map

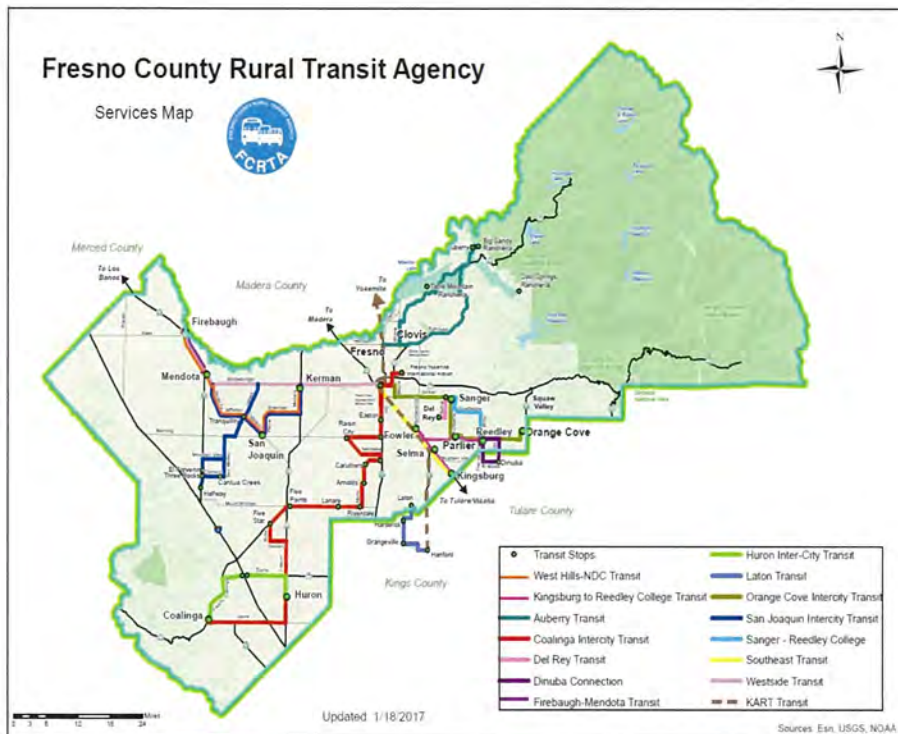


Exhibit - 15  
Sanger Sphere of Influence / Transit Service Area Map

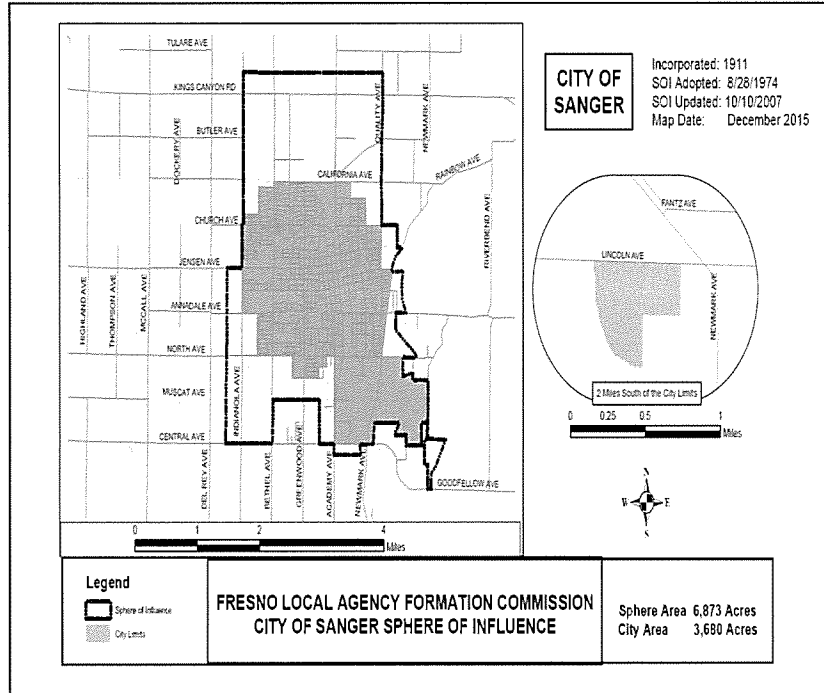


Exhibit - 16  
 San Joaquin Sphere of Influence / Transit Service Area Map

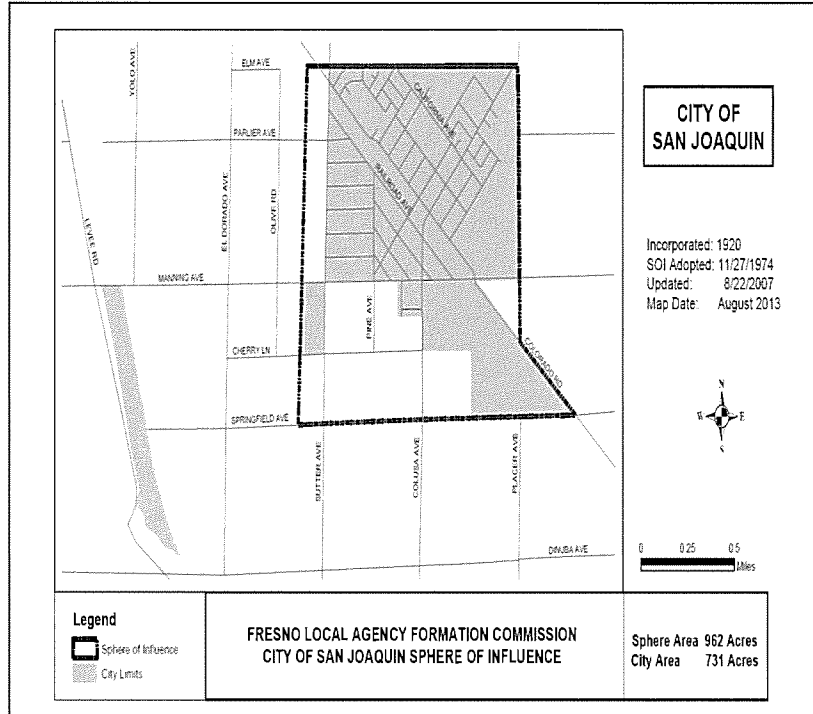


Exhibit - 17  
 Selma Sphere of Influence / Transit Service Area Map

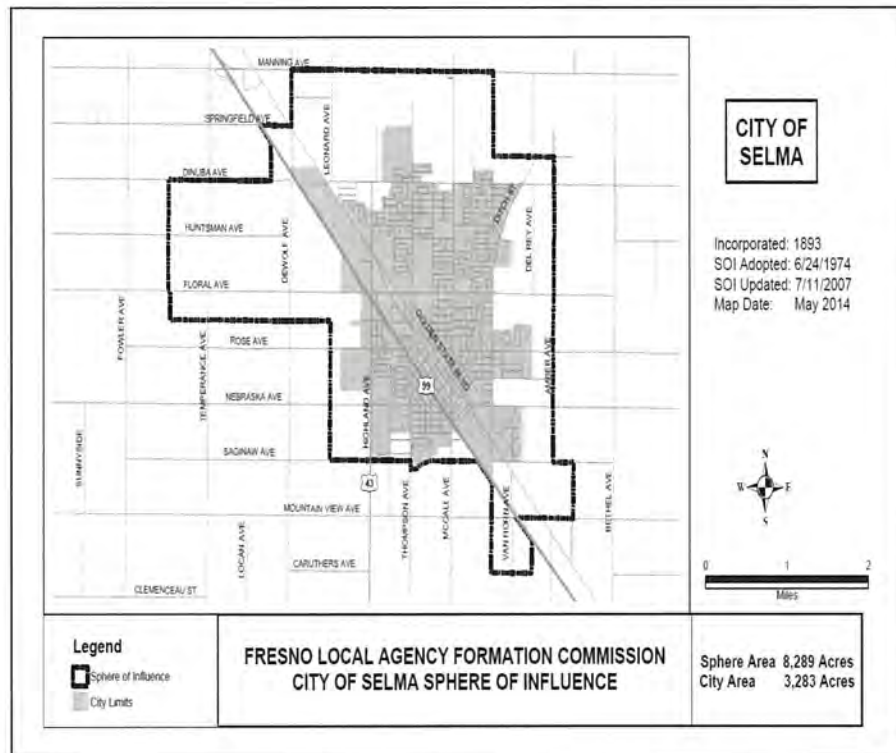


Exhibit - 18  
Shuttle Transit Service Area Map

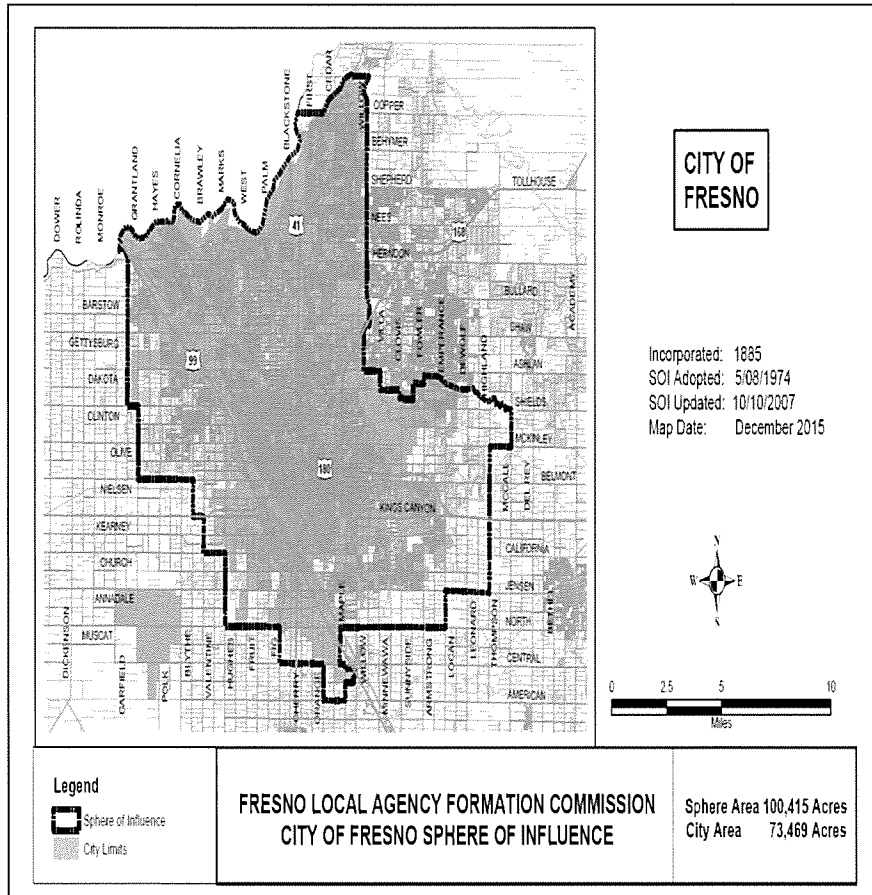


Exhibit - 19  
Southeast Transit Service Area Map

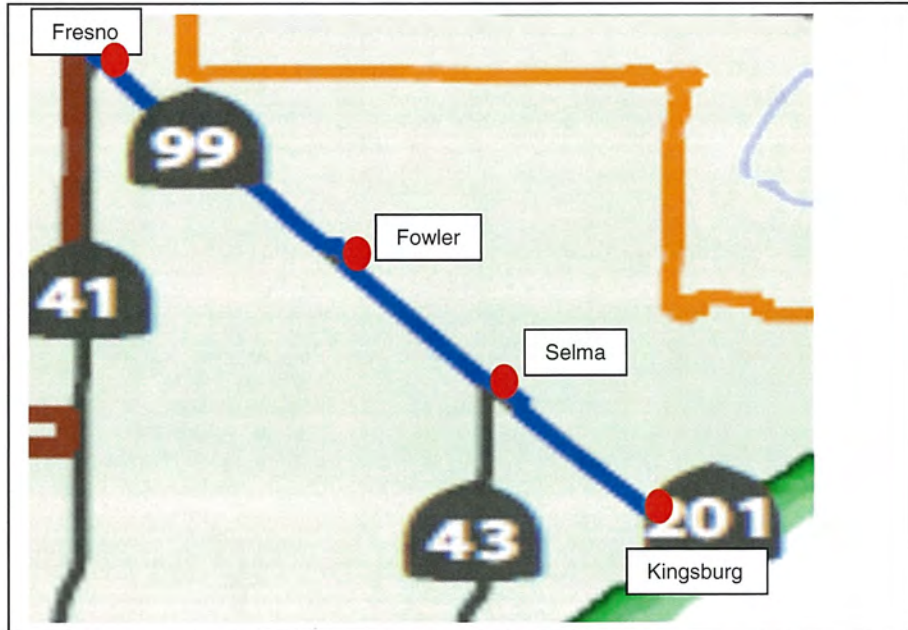


Exhibit - 20  
Westside Transit Service Area Map

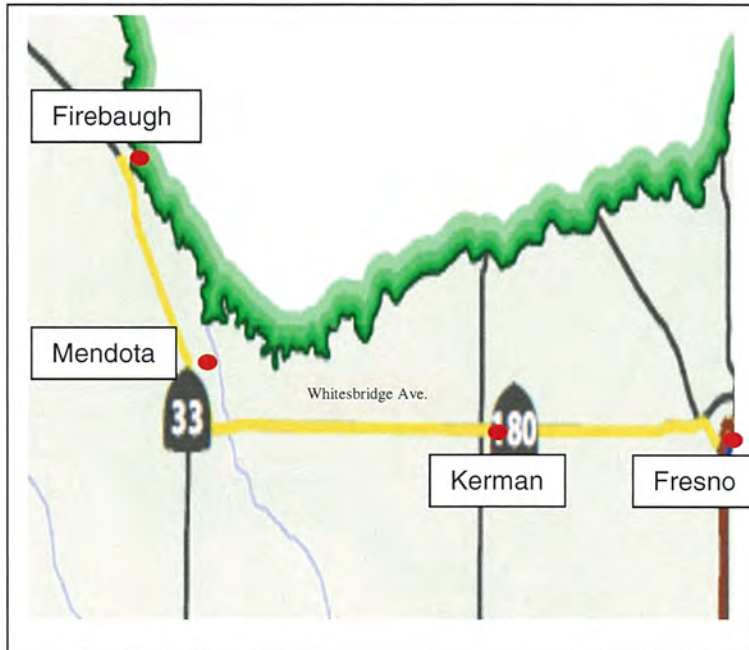


Exhibit - 21  
Orange Cove Intercity Transit Service Area Map

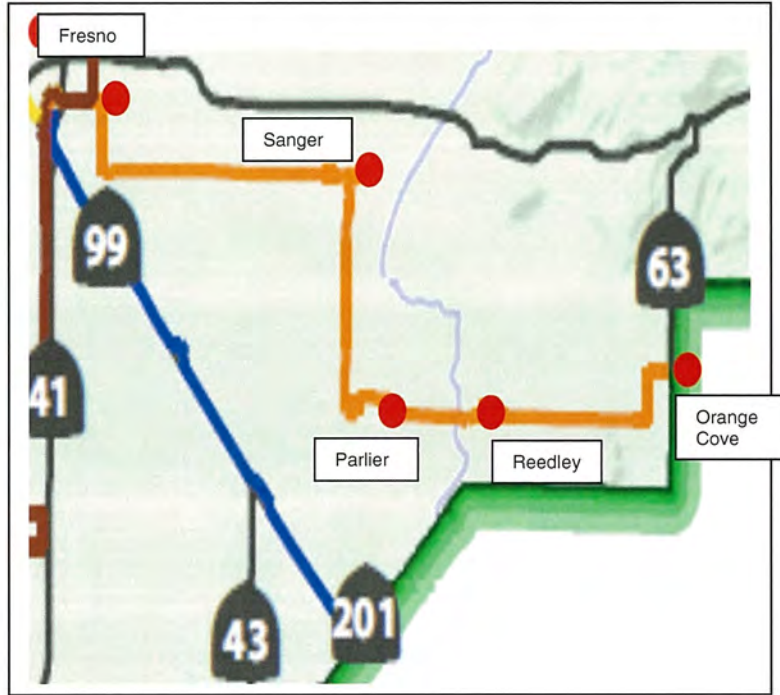




Exhibit - 22  
Kingsburg – Reedley College Transit Service Area Map

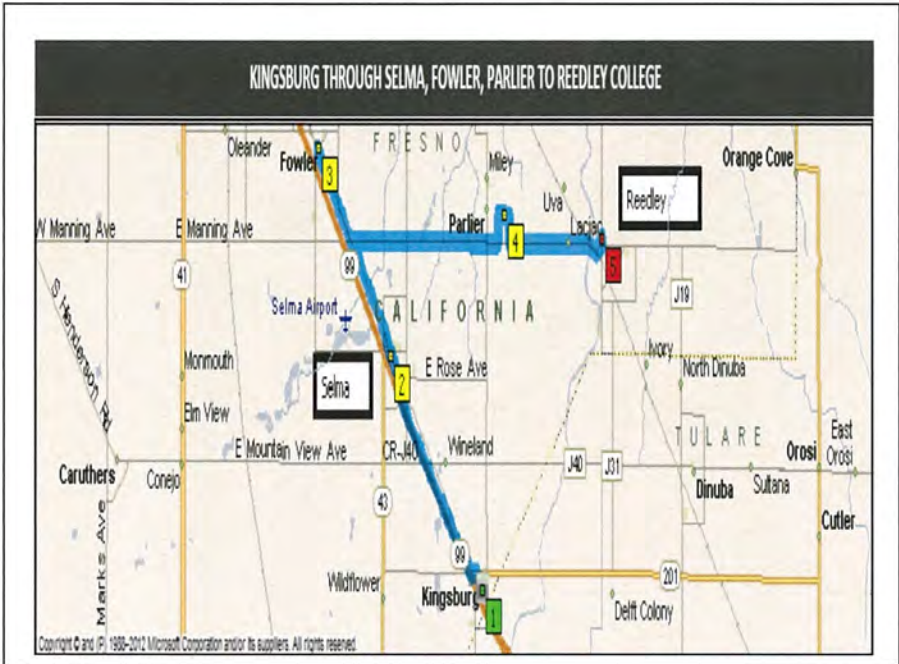


Exhibit - 23  
 Fresno County Rural Transit Agency  
 Member Agency Holiday Schedule 2017-18

EXHIBIT 25

Fresno County Rural Transit (FCRTA) Holiday Schedule 7/1/16 through 5/27/17

	Memorial Day 5/27/16	Liberty Day 6/22/16	Columbus Day 10/12/16	Veterans Day 11/11/16	Thanksgiving Day 11/24/16	Thanksgiving Day (Observed) 11/25/16	Christmas Eve 12/24/16	Christmas Day 12/25/16	Boxing Day 12/26/16	New Year's Eve 12/31/16	New Year's Day 1/1/17	All Saints Day 11/1/17	Lincoln's Birthday 2/12/17	President's Day 2/20/17	Good Friday 3/31/17	Easter Monday 4/3/17	Memorial Day 5/27/17
LUBBERY	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
BIG TREES	WORK	WORK	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS
CELNEY	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
PIREBLUGH	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
FOVLER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
MURCH	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
MURKINATER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
INTERCONNECTION	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
KINGSBURG	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
KINGSBURG TO NEEDLEY COLLEGE	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
MENDOTA	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
MENDOTA W/RE	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
ORLAND COVER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
ORLAND COVER W/RE	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
FUBLER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
LANGERWEELEY	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
SAN JOAQUIN	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
LANGER	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
SELMA	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
SOUTHEAST	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
VESTSIDE	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
WPC TO PIREBLUGH	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF
BULL TRAIL	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	WORK	OFF	OFF

\*0000 FRIDAY IS NOT AN EOC HOLIDAY  
 Employees must utilize their vacation for this VZ day (or full day) (or off without pay)  
 HOLIDAY SCHEDULE SUBJECT TO CHANGE BASED ON EACH CITY'S SERVICE

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b>  a. contract <input checked="" type="checkbox"/> <b>a</b> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b>  a. bid/offer/application <input checked="" type="checkbox"/> <b>c</b> b. initial award c. post-award	<b>3. Report Type:</b>  a. initial filing <input checked="" type="checkbox"/> <b>a</b> b. material change  <b>For material change only:</b> Year <u>17/18</u> quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if Known:  <b>Congressional District, if known: 4, 16, 21, 22</b>	<b>5. If Reporting Entity in No. 4 is Subawardee,</b>  Enter Name and Address of Prime: <b>Fresno County Rural Transit Agency          2035 Tulare Street, Suite 201          Fresno, CA 93721</b>  <b>Congressional District, if known: 4, 16, 21, 22</b>	
<b>6. Federal Department/Agency:</b>  <b>Federal Transit Administration</b>	<b>7. Federal Program Name/Description:</b>  <b>FTA Section 5311</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  <b>\$ 2,866,173.92</b>	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <b>None</b>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> Brian Angus  <b>Title:</b> CEO  <b>Telephone No.:</b> 559-263-1000 <b>Date:</b> 6/29/17 _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction          Standard Form - LLL (Rev. 7-97)</b>	

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

FRESNO COUNTY RURAL TRANSIT

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

FRESNO ECONOMIC OPPORTUNITIES COMMISSION

By \_\_\_\_\_  
Brian Angus, FEOC Executive Director

Attachment 2E  
2017 Annual CGP  
Motor Carrier Division  
Terminal, Vehicle & Driver  
Inspection Report



DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**TRANSIT OPERATOR COMPLIANCE CERTIFICATE**

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

FRESNO COUNTY RURAL TRANSIT AUTHORITY.

ADDRESS

TELEPHONE NUMBER

2100 TULARE ST. STE 619

559-233-6789

CITY

ZIP CODE

COUNTY

FRESNO, CA

93722

FRESNO

This is to certify that the above named transit operator was inspected on this date and found to be in compliance with California Vehicle Code Section 1808.1, regarding participation in the Department of Motor Vehicles Pull Notice Program, and with Section 12804.6, regarding transit bus operator certificates.

ISSUED BY

I.D. NUMBER

DATE

K. SINGH

A12525

04/27/2017





**CARRIER INSPECTION**

CHP 343D (Rev. 2-99) OPI 062

This report contains CONFIDENTIAL pages.

Pages \_\_\_ of \_\_\_

CARRIER NAME FRESNO COUNTY RURAL TRANSIT AUTHORITY		CA NUMBER 47703	LOC. CODE 435	SUBAREA 08
STREET ADDRESS, CITY, STATE, ZIP CODE 3110 W. NIELSEN AVENUE FRESNO CA 93706		PHONE NUMBER 559-233-6789	DATE 4-18,25&27-2017	
CARRIER REPRESENTATIVE GEORGE SIPIN		TITLE SHOP	TIME IN 230	TIME OUT 415
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS) SAME		U.S. DOT NUMBER 2808618	MC NUMBER	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]

OTHER: \_\_\_\_\_

REMARKS

Carrier is rated satisfactory at this time.

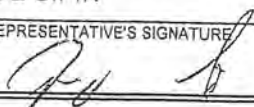
See capri report for more information.

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u>	NUMBER OF RECORDS INSPECTED 47	NUMBER OF VIOLATIONS	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 100D COLUMN NO. 7
INSPECTED BY (NAME) K. SINGH			ID NUMBER A12525	CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations recorded hereon and on the attached pages 2 through 6 will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Central          Division Motor Carrier Safety Unit Supervisor at (559)445-6992 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME GEORGE SIPIN	TITLE SHOP	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING SATISFACTORY	DATE 4-27-17



**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		CA NUMBER 47703	FILE CODE NUMBER 147660	COUNTY CODE 10	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus		CODE B	OTHER PROGRAM(S) G	LOCATION CODE 435	SUBAREA 08

TERMINAL NAME <b>FRESNO COUNTY RURAL TRANSIT AUTHORITY</b>	TELEPHONE NUMBER (W/ AREA CODE) 559-233-6789
TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE) 3110 W. NIELSEN AVENUE FRESNO CA 93706	
MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 2035 TULARE STREET FRESNO, CA 93706	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT. REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE I- 8 II-	DRIVERS 8	BIT FLEET SIZE
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT	HW VEH.	HW CONT.	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)					

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) <b>MOSES STITES</b>	DAY TELEPHONE NO. (W/ AREA CODE) 559-233-6789	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) <b>GEORGE SIPIN</b>	DAY TELEPHONE NO. (W/ AREA CODE) 559-486-6587	NIGHT TELEPHONE NO. (W/ AREA CODE)

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2016 ]**

<input type="checkbox"/> A UNDER 15,000	<input type="checkbox"/> B 15,001 - 50,000	<input checked="" type="checkbox"/> C 50,001 - 100,000	<input type="checkbox"/> D 100,001 - 500,000	<input type="checkbox"/> E 500,001 - 1,000,000	<input type="checkbox"/> F 1,000,001 - 2,000,000	<input type="checkbox"/> G 2,000,001 - 5,000,000	<input type="checkbox"/> H 5,000,001 - 10,000,000	<input type="checkbox"/> I MORE THAN 10,000,000
---	--	--	--	--	--	--	---	---

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 2808618	US DOT NUMBER 2808618	REASON FOR INSPECTION	

**ANNUAL TERMINAL INSPECTION**

INSPECTION FINDINGS	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable					
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	2	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS		No. 5 Time 3.0	No. 8 Time 3.5	No. 14 Time 5.0	TIME	TOTAL TIME 11.5
DRIVER HOURS		<input checked="" type="checkbox"/> No H/M Transported	<input checked="" type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS	VEHICLES PLACED OUT-OF-SERVICE	
BRAKES		REMARKS		No. Time	Vehicles	Units
LAMPS & SIGNALS		<p><b>The terminal is rated satisfactory at this time.</b></p> <p><b>See Capri report for more information.</b></p>				
CONNECTING DEVICES						
STEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS						
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

BIT <input type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 6,3,5	INSPECTION DATE(S) 4-21,,25,27-2017	TIME IN 800	TIME OUT 1000
INSPECTED BY (NAME(S)) K. SINGH				ID NUMBER(S) A12525	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None		

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 11), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (559)445-6992 within 5 calendar days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 4-27-17
CARRIER REPRESENTATIVE'S PRINTED NAME GEORGE SIPIN	TITLE SHOP	DRIVER LICENSE NUMBER STATE



**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		CA NUMBER 47703	FILE CODE NUMBER 147660	COUNTY CODE 10	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE G	OTHER PROGRAM(S) B	LOCATION CODE 435	SUBAREA 08	

TERMINAL NAME  
**FRESNO COUNTY RURAL TRANSIT AUTHORITY**

TELEPHONE NUMBER (W/ AREA CODE)  
559-233-6789

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
3110 W. NIELSEN AVENUE FRESNO CA 93706

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)  
2035 TULARE STREET FRESNO, CA 93706

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT. REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE I- 65 II-	DRIVERS 39	BIT FLEET SIZE
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT	HW VEH.	HW CONT.	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)					

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) MOSES STITES	DAY TELEPHONE NO. (W/ AREA CODE) 559-233-6789	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) GEORGE SIPIN	DAY TELEPHONE NO. (W/ AREA CODE) 559-486-6587	NIGHT TELEPHONE NO. (W/ AREA CODE)

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2016 ]**

<input type="checkbox"/> A UNDER 15,000	<input type="checkbox"/> B 15,001 - 50,000	<input checked="" type="checkbox"/> C 50,001 - 100,000	<input type="checkbox"/> D 100,001 - 500,000	<input type="checkbox"/> E 500,001 - 1,000,000	<input type="checkbox"/> F 1,000,001 - 2,000,000	<input type="checkbox"/> G 2,000,001 - 5,000,000	<input type="checkbox"/> H 5,000,001 - 10,000,000	<input type="checkbox"/> I MORE THAN 10,000,000
---	--	--	--	--	--	--	---	---

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT US DOT NUMBER 2808618	<input type="checkbox"/> MC <input type="checkbox"/> MX	REASON FOR INSPECTION	

**ANNUAL TERMINAL INSPECTION**

INSPECTION FINDINGS		INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable							
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM		DRIVER RECORDS		REG. EQUIPMENT		HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S		1 S 2 S 3 S 4 S	
DRIVER RECORDS	1	No. 14 Time 5.0	No. 18 Time 8.5	No. 14 Time 14.0				TOTAL TIME 27.5	
DRIVER HOURS		<input checked="" type="checkbox"/> No H/M Transported	<input checked="" type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles Units				
BRAKES		REMARKS							
LAMPS & SIGNALS		<p><b>The terminal is rated satisfactory at this time.</b></p> <p><b>See Capri report for more information.</b></p>							
CONNECTING DEVICES									
STEERING & SUSPENSION									
TIRES & WHEELS									
EQUIPMENT REQUIREMENTS									
CONTAINERS & TANKS									
HAZARDOUS MATERIALS									
BIT <input type="checkbox"/> I <input type="checkbox"/> R	NON - BIT <input type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 6,3,6	INSPECTION DATE(S) 4-24,25&27-2017	TIME IN 800	TIME OUT 2.00		
INSPECTED BY (NAME(S)) K. SINGH				ID NUMBER(S) A12525	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None				

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 20), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (559)445-6992 within 5 calendar days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 4-27-17
CARRIER REPRESENTATIVE'S PRINTED NAME GEORGE SIPIN	TITLE SHOP	DRIVER LICENSE NUMBER STATE

