



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, July 27, 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 June 29, 2017

B. San Joaquin Valley Air Pollution Control District Public Benefit Grants Program

Summary:

FCRTA was recently funded by Caltrans-Low Carbon Transit Operations Program (LCTOP) to purchase two (2) zero emissions electric vans and we are applying to the Air District for \$20,000 per van in rebates. The completed application is attached for your review along with the Board Resolution required to process the application.

Action:

Staff recommends approval of the application and Board Resolution No. 2017-05 for submittal to the Air District.

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

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

C. Measure C New Technology Agreement for Two (2) Zero Emission Electric Buses and Chargers

Summary:

The FCRTA has awarded \$2,536,321 for the purchase of two (2) electric buses and two (2) solar charging units. The buses are 32 passenger wheel chair ramp equipped and the Charging units are "solar tree" type units for larger commercial applications. Also included in the award is \$50,000 for administrative services to Cal Start to monitor and provide technical assistance to FCRTA over the two (2) year period of this project. Enclosed is the Agreement from the FCTA through FCOG for your review and consideration.

Action:

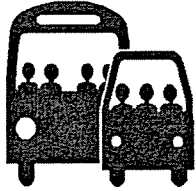
Staff recommends approval of the Agreement and authorize the General Manager to execute the Agreement.

3. OTHER BUSINESS

A. Items from staff

B. Items from members

4. ADJOURNMENT



Fresno County Rural Transit Agency

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FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

Executive Minutes

Thursday, June 29, 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 David Cardenas, City of Fowler
Mayor Rey Leon, City of Huron
Mayor Rhonda Armstrong, City of Kerman
Mayor Michelle Roman, City of Kingsburg
Mayor Alma Beltran, City of Parlier
Mayor Anita Betancourt, City of Reedley
Mayor Pro Tem Eli Ontiveros, City of Sanger
Mayor Michael Derr, City of Selma
Supervisor Sal Quintero, Fresno County

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

Absent:

Mayor Pro Tem Amarpreet Dhaliwal, City of San Joaquin
Mayor Brady Jenkins, City of Firebaugh
Mayor Rolando Castro, City of Mendota
Mayor Victor Lopez, City of Orange Cove

QUORUM: At the start of the meeting there were 10 members present representing 100% of the population and there was a quorum to conduct business. (Coalinga, Fowler, Huron, Kerman, Kingsburg, Parlier, Reedley, Sanger, Selma and Fresno County)

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. CONSENT ITEMS

A. Approved Executive Minutes of June 29, 2017 (Attachment 2A)

Mayor Anita Betancourt (City of Reedley) made a motion, seconded by Supervisor Sal Quintero (Fresno County). A vote was called and motion carried.

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

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

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

Mayor Anita Betancourt (City of Reedley) made a motion, seconded by Supervisor Sal Quintero (Fresno County). A vote was called and motion carried.

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

Mayor Anita Betancourt (City of Reedley) made a motion, seconded by Supervisor Sal Quintero (Fresno County). A vote was called and motion carried.

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

Mayor Anita Betancourt (City of Reedley) made a motion, seconded by Supervisor Sal Quintero (Fresno County). A vote was called and motion carried.

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

Mayor Anita Betancourt (City of Reedley) made a motion, seconded by Supervisor Sal Quintero (Fresno County). A vote was called and motion carried.

Item 2 A. Minutes: Correction Mayor Michelle Roman (City of Kingsburg) attended June 29, 2017 meeting.

Mayor Michael Derr (City of Selma) made a motion, seconded by Mayor Pro Tem Eli Ontiveros

3. Action Items

A. Federal Transit Administration (FTA) Section 5311 Operating Assistance 2017 and 2018 Grant Applications

Mayor Anita Betancourt (City of Reedley) made a motion, seconded by Mayor Alma Beltran (City of Parlier). A vote was called and motion carried.

B. FCRTA 2017-18 Annual Budget

Mayor Nathan Vosburg (City of Coalinga) made a motion, seconded by Rhonda Armstrong (City of Kerman). A vote was called and motion carried.

C. Election of Chairman and Vice Chairman for FY 2017-2018

Moses Stites stated that currently Chairman Amarapret Dhaliwal from San Joaquin and Vice Chairman Mayor David Cardenas from Fowler. It is up to the board who they would like to recommend for the election of Chairman and Vice Chairman.

Mayor Nathan Vosburg (City of Coalinga) made a motion to keep the same Chairman and Vice Chairman, seconded by Mayor Rhonda Armstrong (City of Kerman). A vote was called and motion carried.

4. Other Business

A. Items from Staff

Moses Stites apologized and advised the Board of corrections made to the placards. Moses informed the board that we continue to get inquiries and hope to expand this project with more solar charging units and eventually other charging units as well. A lot of positive feedback when we're out in the community for meetings about the solar units in each city.

They look good in your parking lots at the City halls and libraries with hope to expand this project.

Thank you again for your efforts and spearheading this one of kind project.

B. Items from Members

Mayor Rey Leon (City of Huron) would like to encourage more awareness of incentives of electric vehicles to the public. As a body he would like to know how they could help with Valley Leap an organization he represents as well.

Staff informed Mayor Rey Leon (City of Huron) that he has a good idea but he needed to remember he is on a public transit agency Board, his roles are limited. We would be able to assist in a limited capacity.

5. ADJOURNMENT at 8:36 p.m.

A motion was made by Mayor Anita Betancourt (City of Reedley) and second by Mayor Rey Leon (City of Huron). A vote was called and motion carried.

Respectfully submitted,



Moses Stites, General Manager

Please return all completed applications to:
SJVAPCD Strategies and Incentives Department
1990 East Gettysburg Avenue; Fresno, CA 93726-0244



San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM
**New Alternative Fuel Vehicle Purchase
Application**

Applicant Information

1. Public Agency Name (as it appears on Form W-9): Fresno County Rural Transit Agency		
2. Tax ID: Taxpayer ID Number (TIN) 27-3203997		
3. Address: 2035 Tulare Street, Suite 201		
4. City: Fresno	5. State: CA	6. ZIP Code: 93721
7. Mailing Address (if different from above):		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicle in this application? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Name of Grant Program(s): Low Carbon Transit Operations Program (LCTOP)		

Primary Contact Information

1. First Name: Gilbert		2. Last Name: Garza	
3. Title: Associate Transit Planner		4. E-Mail: ggarza@fresnocog.org	
5. Phone Number: 559-263-8019	6. Alternate Contact Number: 559-233-6789	7. Fax Number: 559-233-9645	

Contract Signing Authority

1. First Name: Moses		2. Last Name: Stites	
3. Title: General Manager			

New Vehicle Information- Complete a separate page for each vehicle make/model

1. Number of Vehicles: Two (2)		
2. Vehicle Type (<i>please select one</i>):		
<u>Electric</u> <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Scooter <input type="checkbox"/> Bicycle <input checked="" type="checkbox"/> Other (specify): <u>Electric Passenger Van</u>	<u>Plug-In Hybrid</u> <input type="checkbox"/> Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Other (specify): _____	<u>CNG, LNG, or LPG</u> <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Other (specify): _____
3. Vehicle Make: Zenith	4. Vehicle Model: MODEL WC0809	5. Vehicle Model Year: 2017
6. Vehicle GVWR: 10,050 lbs.	7. Engine Horsepower/Kilowatts: 75.5 kWh Battery (220 Volts 30 amps w/ J1772 connector)	
8. Fuel Type: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Plug-In Hybrid <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input type="checkbox"/> LPG <input type="checkbox"/> Other (specify):		
9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only): 145 Miles		
10. Total Cost of each New Vehicle: \$105,000	11. Total Funding Requested from SJVAPCD (per vehicle): \$20,000	
12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please describe a plan for building infrastructure or gaining access to existing infrastructure:		
13. How do you intend to pay for the remaining balance of the project after the grant has been applied? <input checked="" type="checkbox"/> Co-funding (please name source): <u>LCTOP Grant funds</u> <input type="checkbox"/> Other (please specify): <u>FCRTA agency funds (if necessary)</u>		

New Vehicle Dealer Information

1. Vehicle Dealer Name: Zenith Sales of Indiana	
2. Contact / Salesperson Name: Christine Smith	3. E-mail: christine.smith@zenith-motors.com
4. Phone Number: 812-655-1131	5. Fax Number: 859-363-2651

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information- Complete a separate page for each vehicle make/model

**If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity*

1. Number of vehicles with same vehicle activity: Two (2)-All vehicles in grant request		
2. Use within SJVAPCD boundaries: 100 %	3. Use within CA boundaries: 100 %	4. Estimated Annual Vehicle Usage (per vehicle): Up to 300 days/year
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): Public Transit (Demand Response Service)		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: Two (2) 2017 Chevrolet Uplander Mini Vans <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity:		
2. Use within SJVAPCD boundaries: %	3. Use within CA boundaries: %	4. Estimated Annual Vehicle Usage (per vehicle): _____
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):		
6. Please mark the reason for purchasing the new vehicle(s): <input type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: <input type="checkbox"/> Other - Please specify:		

Internal use only










GMS Unit(s): _____

Signature Form


Signing Authority to *initial* and sign in *blue ink*

Certifications

By initialing each of the following sections, I certify that I have read the Eligibility Criteria and Application Guidelines and agree to **ALL** of the following terms and conditions:

- Initial  The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.
- Initial  The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.
- Initial  The vehicle(s) purchased is/are a new OEM **electric, plug-in hybrid, or alternative fuel** vehicle(s) eligible for this program in accordance with the program guidelines.
- Initial  Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.
- Initial  Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).
- Initial  Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.
- Initial  Project match funding is reasonably available to complete the project in a timely manner.
- Initial  Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.
- Initial  SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.



Signing Authority Signature

7/7/2017

Date



Ride Green • Drive Green

Zenith Sales of Indiana

181 US Highway 50 East

Unit 2051

Greendale, IN 47023

Postal address:

**740 Centre View Blvd
Crestview Hills KY 41017**

Quote

Date: May 19, 2017

Quotation #: Q1315

Expiration Date: 30 Days from
Quotation Date

Bill To: Fresno County Rural Transit Agency
2035 Tulare Street
Fresno, CA 93721

Contact: Moses Stites
Tel: (559) 233-6789 ext. 244

Ship To: Fresno Economic Opportunities Commission
3120 W. Nielson Ave.
Fresno, CA 93706

Contact: George Sipin
Tel: (559) 263-8017

Salesperson	Job	Payment Terms	Freight Terms
Cooper, J	Fresno Co #5	At the time of shipment	FOB: Greendale, IN

Quantity	Description	Unit Price	Line Total
2.00	Zenith Electric Shuttle Van 9-16 passengers	\$ 109,000.00	\$ 218,000.00
2.00	Battery Pack: 75.5 kWh ~145 mile range	15,000.00	30,000.00
2.00	Onboard Charger: 13 kw ~4.0 hr. charge time	5,000.00	10,000.00
2.00	Supply Unit: 220 Volts 70 amps with J1772 connector		-
2.00	Color: White	-	-
2.00	Braking: Regenerative Package		-
2.00	Wireless Maintenance Package: (36,000 miles or 3 yrs. whichever comes first)		-
2.00	Telematics Package (36,000 miles or 3 yrs. whichever comes first)		-
0.00	Rear Heater: No	-	-
2.00	Rear Air Conditioner: Yes	3,500.00	7,000.00
2.00	Luggage Rack: No		-
2.00	Stationary Step at side sliding door: Yes		-
2.00	Back-Up Camera: Yes	700.00	1,400.00
2.00	Seating Configuration: WC0809, 9 seats belts	12,000.00	24,000.00

Notes:

Vehicles to be licensed by American Licensing Services

Zenith will collect local tax (1.475) to be paid to American Licensing

Payment Terms: 10% deposit required to hold a vehicle for production and full payment due prior to shipping. Deposit is non-refundable. Deposit required for shipping date. Quotation will be valid for thirty (30) days from the date printed on the quotation. Prices do not include applicable taxes, title, license or freight.

Buyer acknowledges that the quoted payment price may include a discount based on vouchers offered for operating clean energy vehicles in certain locales (a "Voucher Discount") that Seller agrees to process and obtain on Buyer's behalf. In the event Buyer receives a Voucher Discount, Buyer agrees to submit all documents necessary to process applicable vouchers within thirty (30) days of the carrier's delivery to Buyer, including: (1) a signed copy of the invoice; (2) a copy of the delivery receipt; (3) a copy of the bill of lading; (4) a copy of the registration and (5) a signed copy of the voucher redemption form and any other such documentation as may be required by the applicable voucher program under federal, state, and/or local law (the "Voucher Documents"). Time is of the essence for the deadlines described in this paragraph, and Buyer's breach of its obligation to provide the Voucher Documents will be a material breach of this contract. Furthermore, Buyer agrees to pay Seller the Voucher Discount Amount on this invoice within thirty (30) days of Buyer's receipt of notice from Seller that Seller has been unable to process or obtain the Voucher Discount for any reason, including Buyer's failure to deliver all of the required Voucher Documents according to the terms of this contract.

To accept this invoice, sign below and return:

Buyer's Signature _____ \$ _____ Voucher Discount Amount _____

Subtotal	\$ 290,400.00
CA HVIP & DC	\$ (110,000.00)
6.5% Sales Tax	18,876.00
1.475% Local Tax	4,283.40
Freight	6,200.00
Total	\$ 209,759.40

ZENITH
SALES OF INDIANA

RESOLUTION # 2017-15

**AUTHORIZATION FOR THE FCRTA GRANT APPLICATION TO THE
SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT
PBGP PROGRAM**

WHEREAS, the FCRTA is an eligible project applicant and may receive funding from the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Public Benefit Grants Program (PBGP)-New Alternative Fuel Vehicle Purchase; and

WHEREAS, the FCRTA wishes to delegate authorization to execute these documents and any amendments thereto to the General Manager; and

WHEREAS, the FCRTA has prepared an Application for two (2) Zenith Electric Shuttle 9-passenger vans.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the FCRTA that the fund recipient agrees to comply with all conditions and requirements set forth in the SJVAPCD PBGP Grant Application document and any applicable statutes, regulations and guidelines for all SJVAPCD funded projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the General Manager be authorized to make financial decisions, authorize the submittal of the application to the SJVAPCD, and implement the electric vehicle procurement project.

AGENCY BOARD DESIGNEE: MOSES STITES, GENERAL MANAGER

Passed and approved this 27th day of July, 2017.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed _____
Amarpreet Dhaliwal, Chairman

I hereby certify that the foregoing is a true copy of a resolution of the Fresno County Rural Transit Agency Duly adopted at a meeting thereof held on the 27th day of July, 2017.

Signed _____
Moses Stites, General Manager

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

This AGREEMENT, made and entered into this ____ day of _____, 2017 by and between the FRESNO COUNCIL OF GOVERNMENTS, 2035 Tulare St., Suite 201, Fresno, California 93721, a joint powers Public Agency (hereafter referred to as "FCOG"), and FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "CONTRACTOR"). FCOG and CONTRACTOR are each a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, CONTRACTOR has submitted application (the "Application") and been awarded funds from the Measure "C" New Technology Reserve Grant Program for the purposes of the FCRTA Electric Bus/Rail Connector Service hereafter referred to as "PROJECT"); and

WHEREAS, a true and correct copy of CONTRACTOR's Application is attached as "Appendix 2" to Exhibit "A" of this Agreement; and

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

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

I. CONTRACTOR'S OBLIGATIONS

A. The CONTRACTOR shall perform all work necessary to complete the PROJECT. CONTRACTOR shall perform those services as described in: Measure "C" Agreement to Establish Program Eligibility and Funding Requirements, Regional Public Transit Program Grantee: Fresno Council of Governments (Partnering Agency), Project: FCRTA Electric Bus/Rail Connector Service, (Exhibit A) attached hereto and incorporated herein by this reference as though set forth in full. In the event of any inconsistency between this Agreement and Exhibit A such inconsistency shall be resolved by giving precedence in the following order of priority: (1) to the text of this Agreement; (2) to Exhibit A.

B. CONTRACTOR shall perform the tasks and services contemplated by this Agreement substantially according to the Proposed Work Schedule as set forth in Exhibit A (CONTRACTOR's Proposal), and according to the requirements of this Agreement.

C. CONTRACTOR shall account for Project funds received pursuant to Public Utilities Code Section 142257. CONTRACTOR shall maintain current records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. CONTRACTOR shall make such records available to the FCOG for inspection or audit at any time during the term of this Agreement and for a period of Five (5) years from the date of final audit from the FCOG.

D. In performance of its obligations relating to implementation and administration of the Project, CONTRACTOR shall at all times comply with all federal, state and local laws, ordinances and regulations currently in force as well as those that are subsequently

enacted, promulgated or amended and thereby become applicable during the term of this Agreement.

E. CONTRACTOR shall maintain complete and accurate records for the Project for which funding is made available hereunder. All such records shall be maintained on a generally-accepted accounting basis and be clearly identified and readily accessible. CONTRACTOR shall provide free access to the FCOG at all times to such books and records. CONTRACTOR shall maintain all work data, documents, and proceedings relating to this Agreement for a period of five (5) years from the date of final audit from the FCOG.

F. CONTRACTOR shall administer the Project, including but not limited to its advertisement and award of all contracts relating to the CONTRACTOR, in accordance with all applicable legal requirements as provided above in Section I.D and in full conformity with the standards applied by CONTRACTOR in the administration of its own projects or activities.

G. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices his profession. All products of whatsoever nature which CONTRACTOR delivers to FCOG pursuant to this Agreement shall be prepared in a substantial, first class manner and conform to the standards of CONTRACTOR's profession.

II. FCOG's OBLIGATIONS

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

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

III. COMPENSATION

A. Total Compensation.

Notwithstanding any other provision in this Agreement, total reimbursement shall be as set forth in Exhibit A, and shall be limited by an amount not to exceed the sum of \$2,536,321.

B. Progress Payments.

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

C. Invoices.

CONTRACTOR shall submit invoices to the FCOG no more frequently than monthly for activities conducted over the prior unbilled month. These invoices shall include the following specified information:

1. Monitoring Expenditures and Progress Payments. CONTRACTOR will monitor expenditures and progress payments against the "not to exceed" limit specified both in this Section III.

2. PROJECT Progress. If PROJECT costs have not been invoiced for a six month period, CONTRACTOR agrees to submit a written explanation of the

absence of the PROJECT'S progress to the FCOG, along with a target billing date and a target billing amount.

3. Direct and Indirect Costs. CONTRACTOR may include in the PROJECT invoice, direct and indirect costs of the PROJECT. Indirect costs (as defined by Title 2 CFR Part 200) will be considered an eligible expense.

4. Copies of Invoices. CONTRACTOR shall provide the FCOG with two (2) copies of each invoice and appropriate source documentation to substantiate PROJECT expenses or costs.

5. Eligible Project Cost Request Deadline. Invoices for eligible PROJECT costs incurred by CONTRACTOR shall be submitted to the FCOG on the approved form. The appropriation request will specify the use of the funding and the manner in which other sources of funding for the PROJECT were applied, in substantial conformity with the projections set forth in the Budget/Schedule attached hereto as page 4 of Appendix 3 of Exhibit A. FCOG will review invoices for accuracy and sufficiency in terms of compliance with the foregoing requirements. Unsatisfactory or inadequate invoices will be returned to CONTRACTOR for correction and resubmission. Upon receipt of a proper invoice, eligible Measure "C" New Technologies Reserve ("NTR") funds (as applicable) shall be provided to the CONTRACTOR within 45 days.

6. Use of Funds. CONTRACTOR shall use Measure "C" NTR funds in accordance with this Agreement and in a manner consistent with all applicable provisions of the Measure "C" Extension Expenditure Plan, the Measure "C" Extension Strategic Implementation Plan, and the Application.

7. Additional Requirements. Each invoice shall specify: (1) hours worked multiplied times the billing rates, (2) an itemization of Other direct cost and/or subcontractor fees as set forth in Exhibit A; (3) the total amount billed for the current period, (4) the total amount billed to-date for the project. Each invoice shall include a written progress report adequately describing the services billed and provided, and summarizing the status of the PROJECT in regard to task completion, timelines, and budget.

D. Payment.

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

E. Disputes.

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

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

FCOG and CONTRACTOR shall endeavor to resolve any dispute informally between them. In the event the dispute cannot be thus resolved, either Party may request the Parties engage in arbitration or mediation (hereafter referred to as "arbitration") of the dispute before an independent arbitrator. In the case the Parties mutually agree to arbitrate the dispute, they shall

mutually select an independent arbitrator or panel of arbitrators from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or another entity mutually agreed to. In the event a panel of arbitrators is selected, each Party shall select one member, and shall mutually agree on a third member of the panel. Any arbitration shall occur in Fresno County, California.

IV. TERMINATION

A. Termination Without Cause.

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

B. Breach of Contract.

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

1. an illegal or improper use of funds;
2. a failure to comply with any term of this Agreement;
3. a substantially incorrect or incomplete report, study, or other documents or documentation submitted to FCOG;
4. improperly performed services under this Agreement.

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

C. Non-Allocation of Funds.

The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services to be provided hereunder may be modified, or this Agreement terminated at any time by FCOG's giving the CONTRACTOR thirty (30) days advance written notice.

D. In the event of any termination of this Agreement, all finished and unfinished work materials, including, without limitation, notes, minutes, research, documents, maps, graphs, and studies, shall be FCOG's property, and at FCOG's sole option, shall be delivered by CONTRACTOR to FCOG.

V. RIGHT TO PUBLISH/OWNERSHIP OF MATERIALS

FCOG shall be the owner of all materials produced pursuant to this Agreement upon completion and full performance of this Agreement by CONTRACTOR and shall have the right to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared by CONTRACTOR under this Agreement. CONTRACTOR shall not be liable for misuse or modification beyond their control by FCOG of materials produced pursuant to this agreement.

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VI. INDEPENDENT CONTRACTOR

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

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

VII. ASSIGNMENT

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

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

VIII. BINDING NATURE OF AGREEMENT; MODIFICATION

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

IX. INDEMNITY

CONTRACTOR agrees to indemnify, save, hold harmless, and at FCOG's request, defend the FCOG, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys fees and litigation costs),

damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to FCOG to the extent they are caused from any negligent, recklessness or willful misconduct of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement, and from any and all costs and expenses (including reasonable attorneys fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death and property damage), occurring or resulting to any person, firm, corporation, or entity who may be injured or damaged to the extent such injury or damage arises from any negligent acts, errors or omissions of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement.

FCOG agrees to indemnify, save, hold harmless, and at CONTRACTOR's request, defend the CONTRACTOR, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to CONTRACTOR to the extent they are caused from any negligent, recklessness or willful misconduct of FCOG, its officers, agents, subcontractors, or employees in their performance of this Agreement, and from any and all costs and expenses (including reasonable attorneys fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death and property damage), occurring or resulting to any person, firm, corporation, or entity who may be injured or damaged to the extent such injury or damage arises from any negligent acts, errors or omissions of FCOG, its officers, agents, subcontractors, or employees in their performance of this Agreement.

X. NON DISCRIMINATION AND DBE

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

XI. INSURANCE

Without limiting FCOG's right to obtain indemnification from CONTRACTOR or any third Parties, CONTRACTOR, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of this Agreement:

A. Comprehensive general liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

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

Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCOG, its officers, agents, and employees, shall be

excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein.

B. Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000.

C. Professional liability insurance in the minimum amount of at least \$1,000,000 coverage per occurrence.

D. Workers compensation insurance as required by law.

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

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

Such certification shall show to FCOG's sole satisfaction that such insurance coverages have been obtained and are in full force; that FCOG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names FCOG, its officers, agents, and employees, individually and collectively, as additional insured (comprehensive general liability only), but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCOG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCOG.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, FCOG may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

XII. CONFLICT OF INTEREST

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

XIII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the date of its execution by the Parties hereto and shall remain in full force and effect through June 30, 2019, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

XIV. NOTICES

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

FCOG

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

CONTRACTOR

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

XV. VENUE; GOVERNING LAW

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

XVI. COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

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XVII. CONTRACTOR'S LEGAL AUTHORITY

Each individual executing or attesting this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's article of incorporation or charter and bylaws; (2) that this Agreement is binding upon such corporation; and (3) that CONTRACTOR is a duly organized and legally existing corporation in good standing in the State of California.

XVIII. NO THIRD PARTY BENEFICIARIES

Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

XIX. SEVERABILITY

In the event any provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties will use their best efforts to meet and confer to determine how to mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this Agreement will nevertheless continue in full force and effect without being impaired or invalidated in any way.

XX. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES

The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. This Agreement is the product of negotiation between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the County of Fresno shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

XXI. DRUG FREE WORK PLACE

CONTRACTOR shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification", attached hereto and incorporated herein by this reference as though set forth in full.

XXII. FEDERAL FUNDS

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

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XXIII. INTEGRATED AGREEMENT

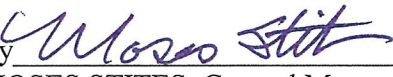
This Agreement, including Exhibits A through B, attached hereto and incorporated herein by this reference, represents the full and complete understanding of the Parties with respect to the subject matter hereof, and all preliminary negotiations and oral or written agreements with respect thereto are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof.

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


FRESNO COUNCIL OF GOVERNMENTS

By 
TONY BOREN, Executive Director

FRESNO COUNTY RURAL TRANSIT AGENCY,

By 
MOSES STITES, General Manager

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

By 
ARTHUR WILLE, Senior Deputy County Counsel

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

By 
Janellé E. Kelley, Assistant County Counsel