



2035 Tulare Street, Suite 201
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FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)
MEETING AGENDA

Date: Thursday, March 29, 2018
TIME: 5:30 P.M, AFTER the Fresno Council of Governments (FCOG) Meeting
PLACE: FCOG/FCRTA Offices
Sequoia Conference Room
2035 Tulare Street, Suite 201
Fresno, CA 93726
(Corner of Tulare and Van Ness Ave. – above Club One
Park in Underground Garage – Entrance off Tulare & Van Ness Ave.
Exit Elevator on Tulare St., Turn Left, Enter Lobby Door,
Up Elevator to Second Floor, Left to Sequoia Conference Room)

Americans with Disabilities Act (ADA) Accommodation

The Fresno COG/FCRTA offices and restrooms are ADA accessible. Individuals with disabilities may call (559) 233-4148 / (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 is 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 Presentation – 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. **CLOSED SESSION**

A. **CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION – Government Code Section 54956.9(d) (2) (2 Cases)**

3. **RETURN TO OPEN SESSION**

4. CONSENT ITEMS

A. Approve Attached Executive Minutes of February 22, 2018

B. UPDATE OF REQUEST FOR PROPOSALS (RFP) FOR SERVICES [INFORMATION]

Summary: The Board approved (in January) the process to release a Request for Proposal (RFP) to contract out the existing services FCRTA currently provides. Work on the RFP has initiated and FCRTA has been working with TMTP Consulting to create a RFP document. The RFP document is currently being reviewed by FCRTA staff and will then be submitted to Caltrans DRMT Procurement Branch for approval. The RFP is scheduled to be released in April, 2018 and proposal submittals will be due in May, 2018.

Action: Information only. The Board may provide additional direction at its discretion.

C. MAINTENANCE FACILITY [INFORMATION]

Summary: The Board approved (in January) a project submittal for \$287,482 in funding through the Senate Bill 1 State if Good Repair Grant with a local match of \$2,100,000 Measure C capital carry over for a total of \$2,387,482 to construct a new Bus Maintenance and Fuel Yard Facility. FCRTA will acquire the land to build a new facility in one (1) of three (3) prospective cities, Kingsburg, Selma, or Fowler. FCRTA has been in contact with the three (3) prospective cities in order to determine an appropriate location for the new maintenance facility. Attached is the Solicitation Letter that was sent out to the three (3) cities for your information (**Attachment**).

Action: Information only. The Board may provide additional direction at its discretion.

D. WEST PARK TRANSIT RIDERSHIP/FAREBOX [APPROVE]

Summary: FCRTA started the West Park Community fixed route to address unmet needs in an unincorporated community located outside the sphere of influence in Fresno. The West Park Route began service November 13th, 2017 and is currently in a six (6) month demonstration period. The West Park route is two-thirds (2/3) of the way through the 6th month demonstration period and unfortunately ridership is unable to meet the 10% farebox requirement. A thirty (30) day notice will be given on April 9, 2018 to the residents to properly notify them that the route will be terminated on May 11, 2018 when the 6 month demonstration period ends. The data from the first four (4) months of service for West Park has been collected and summarized for your information (**Attachment**).

Action: Staff recommends Board approval of thirty (30) day notification effective April 9, 2018 to West Park residents informing them of the May 11, 2018 termination of the route.

E. KINGSBURG BUS SHELTER RELATED IMPROVEMENTS [APPROVE]

Summary: These improvements include the installation of a bus shelter and a fence by FCRTA to improve the safety for the general public at this location since it is an active train track. FCRTA will require up to \$7,000 for materials and/or labor for the installation of the fence in coordination with the City of Kingsburg and the train depot.

Action: Staff recommends Board approval of the bus shelter improvements with an authorization amount not to exceed \$7,000 to be used for materials and/or labor of the required fence.

F. **SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) AGREEMENT AND PROTERRA AGREEMENT [APPROVE]**

Summary: FCRTA received a grant award allocation through the San Joaquin Valley Transit Electrification Project from California Air Resources Board (CARB) through SJVAPCD for five (5) Proterra EV buses and eight (8) EV chargers. The total project cost will be \$4,147,862, with a funding commitment by FCRTA of \$420,325 (cash match), \$502,987 (in-kind) and \$3,224,550 by CARB. The Board has previously approved this grant and acceptance of the funding allocation. The agreement with Proterra (vendor) is a handout for your review and the agreement with SJVAPCD (funding source) has been attached for your review (**Attachment**).

Action: Staff recommends Board approval of SJVAPCD Agreement (funding source) and further recommends the approval of the Proterra Agreement (vendor).

G. **UPDATE ON FCRTA RURAL CTSA CO-DESIGNATION [INFORMATION]**

Summary: In accordance with Chapter 1120 of the 1979 California statutes, the Council of Fresno County Governments (COFCG) as the Regional Transportation Planning Agency for Fresno County has co-designated FCRTA and the Fresno Economic Opportunities commission (FEOC) as the CTSA for the Rural Fresno County Area identified in the COFCG adopted Assembly Bill 120 Action Plan.

Based on the current Request for Proposals (RFP) and the outcomes of the RFP for a service provider, the Board may need to revisit this co-designation for any changes based on the outcome of the RFP. The funding associated with this co-designation is approximately \$525,274 for FY 2018-19.

Action: Information only. The Board may provide additional direction at its discretion.

5. **ACTION/DISCUSSION**

A. **BEST BEST & KRIEGER AGREEMENT [APPROVE]**

Summary: FCRTA is currently in the process of selecting a site for the maintenance facility which will involve a real estate transaction and in the best interest of FCRTA will require legal consultation through an experienced real estate law firm. Best Best & Krieger (BBK) was recommended by multiple agencies in Fresno and based on their current history with Fresno County and Fresno Council of Governments can provide the necessary legal services required for this project. As such, an agreement has been developed with BBK to assist staff with the selection process and legal consultation through all phases of this real estate project. Attached is the BBK engagement letter for special real estate counsel/legal services for your review (**Attachment**).

Action: Staff recommends Board approval for General Manager to engage legal services agreement with Best Best & Krieger (BBK) for real estate consultation in the amount not to exceed \$10,000.

B. VOLKSWAGEN APPLICATION [APPROVE]

Summary: In response to a state lawsuit Volkswagen (VW) has created an organization named Electrify America so it can spend its funds to implement a variety of ZEV projects. Electrify America has subdivided their 10-year funding period into thirty (30) month (or 2.5 year) Cycles where they solicit proposals, select proposals to do, and then implement them. Electrify America was accepting formal proposals and submittals from January 15th - March 1st, 2018 regarding the second phase of this Electrify America ZEV Investment Plan. FCRTA submitted a Cycle 2 proposal that included five (5) projects that are expected to increase public awareness of EVs, provide clean energy, accelerate the usage of zero-emission vehicles, as well as provide direct public benefits from the EV chargers to disadvantaged communities throughout Fresno County. Attached for your reference is the Proposal Submission for your review (**Attachment**).

Action: Staff recommends Board approval of VW Electrify America Proposal Submission.

C. REGIONAL SUSTAINABLE INFRASTRUCTURE PLANNING GRANT APPLICATION [APPROVE]

Summary: Fresno Council of Governments (FCOG) released a call for project proposals for Cycle 1 (FY 2017-18) and Cycle 2 (FY2018-19) for the Regional Sustainable Infrastructure Planning Grant Program. FCRTA is proposing a project submittal for \$155,278 total funding through FCOG's Regional Sustainable Infrastructure Planning Grant Application for Cycle 1. FCRTA is proposing three (3) projects that include: 1) Study/Operational Plan for Ride Hailing App "Dispatching" of Demand Response Service; 2) Study/Operational Plan for a Transportation Brokerage; and 3) Study/Operational Plan for Expanded Non-Emergency Medical Transportation in Fresno County. FCRTA is also proposing two (2) grant projects in the amount of \$155,278 total funding for Cycle 2 of this grant program: 1) Study/Operational Plan for Expansion of FCRTA Rural Transit Service; and 2) Study/Operational Plan for Regional Rural Transit Services. Attached is the Regional Sustainable Infrastructure Planning Grant Project Preliminary Executive Summary for your review (**Attachment**).

Action: Staff recommends Board Approval of Regional Sustainable Infrastructure Planning Grant Application and (Attached) Board Resolution No. 2018-05.

6. OTHER BUSINESS

A. Items from staff.

B. Items from members.

7. ADJOURNMENT



FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

Executive Minutes

Thursday, February 22, 2018 at 7:30 PM before 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 Pro Tem Marcia Sablan, City of Firebaugh
Mayor David Cardenas, City of Fowler
Supervisor Sal Quintero, Fresno County
Mayor Rhonda Armstrong, City of Kerman
Mayor Michelle Roman, City of Kingsburg
Mayor Rolando Castro, City of Mendota
Mayor Victor Lopez, City of Orange Cove
Mayor Alma Beltran, City of Parlier
Councilmember Robert Beck, City of Reedley
Mayor Frank Gonzalez, City of Sanger
Mayor Pro Tem Amarpreet Dhaliwal, City of San Joaquin
Mayor Pro Tem Scott Robertson, City of Selma

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

Absent:

Mayor Rey Leon, City of Huron

QUORUM: At the start of the meeting there were 13 members present representing 100% of the population and there was a quorum to conduct business. (Coalinga, Firebaugh, Fowler, Fresno County, Kerman, Kingsburg, Mendota, Orange Cove, Reedley, Sanger, San Joaquin, Selma)

1. ROLL CALL – Meeting called to order at 7:10 p.m.
Public Presentation – This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on the Agenda.

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

Art Wille reads title into record. Add Item 2-F to the Agenda.

“Authorize General Manager to execute FTA Fiscal Year 2018 Certification and Assurances in support of Section 5311 Operating Assistance Application/Contracts.”

A motion was made by Mayor Lopez (Orange Cove) and second by Mayor Cardenas (Fowler) to add Item. A vote was called and motion carried.

2. **ACTION ITEMS**

A. **Approve Executive Minutes of February 22, 2018 (Attachment)**

Councilmember Beck (Reedley) recuses himself.

Correction: Mayor Roman (Kingsburg) brought to boards attention attendance for January 25, 2018 – Bruce Blayney is Mayor Pro Tem.

A motion was made by Mayor Castro (Mendota) and second by Mayor Roman (Kingsburg), Councilmember Beck (Kingsburg) abstains. A vote was called and motion carried.

B. **Low Carbon Transit Operation Program Application for 6-8 ZEV Sedans**

LCTOP we get an annual allocation from Caltrans through the Program. The allocation amount of \$265,518 and will be matched with Measure C funding to purchase 6-8 Zero Emission Vehicles. We are looking into purchasing Chevy Bolts.

Public transit ridership has been dropping and we need to entertain other mobility options.

Chairman Dhaliwal brought up considering other options as some of you are aware. This is going to give us an opportunity to put some of the electric vehicles in the rural communities so we can transport the transit dependent, elderly especially for doctor’s appointments coming into Fresno that are unable to make the fixed route bus shelter locations.

We need to build the infrastructure that’s the key. We are going to be applying for a grant and it will be coming to you next month for \$150,000 through the FCOG on an infrastructure planning grant that is going to give us an opportunity to analyze the need to take it further and possibly deploy 25-50 vehicles in the rural areas. We don’t know if we will be using volunteers or individuals that will be reimbursed on a mileage basis, but we need to enhance this program and make it available because very few of your communities have taxi service.

Mayor Castro (Mendota) commented if the Chevy Bolt is the only option being it’s a small vehicle. Moses responded that they are looking at the BYD (Build Your Dream) which is a sedan and is a little smaller than a SUV. We will be getting 2 BYD Buses one for Orange Cove Inter-City Transit and one for Coalinga Transit.

Mayor Pro Tem Robertson (Selma) Will we be using existing drivers or hire new drivers? Moses responded, we are thinking about using Class “C” licensed drivers for this service.

We are looking at working with the rural cities where they have a pool of vehicles available for resources whether it be through your community services department or recreation program it will be for special trips that the general public transit can't provide.

If a senior is at the senior center and needs to get to a doctor's appointment, the driver volunteers could take them to the doctor.

Chairperson Dhaliwal commented: What hoops do we have to go through or matching \$80,000 Measure C funds or is that budgeted in already? Moses replied that is already budgeted in FY 2017-18.

Mayor Cardenas (Fowler) and second Mayor Armstrong (Kerman). A vote was called and motion carried.

C. Fresno County Rural Transit Agency Audit FY 2016-2017

Moses went over FCRTA Agency Audit FY 2016-2017 & let everyone know that FCRTA Audit was at a positive standing. Moses advised the board that Les Beshears is here from FCOG who oversees the financial transactions for FCRTA if anyone has any questions on the Audit.

We have approximately \$8 million in reserves less \$2.1 million transferred last month that leaves us with approximately \$6 million in reserves to carry over going into next year (2017-18).

A motion was made by Mayor Beltran (Parlier) and second by Mayor Castro (Mendota) to accept the Audit. A vote was called and motion carried.

D. Request for Proposal Procurement Protest Procedures

Before you is a Request for Proposal Procurement Protest Procedures, this is a follow up from last month's Board meeting to put the services to a competitive RFP. These services are broken into three services: Maintenance, the Inter-city route which comes into Fresno and the In-city routes which are responsible for services within each city. This Procurement Protest Procedure is a requirement of FTA/Caltrans in the event we get someone that appeals or has issues with the process and or the award. This protest procedure has been reviewed by FCRTA legal counsel and will be forwarded to Caltrans for final approval within the RFP package.

A motion was made by Councilmember Beck (Reedley) and second by Mayor Beltran (Parlier). A vote was called and motion carried.

E. Amendment to the Current FCRTA FEOC Agreement

Before you is an amendment to the current FCRTA/EOC Agreement in which EOC is our current provider. In reviewing the agreement we noticed a typographical error on the agreement duration period which needs to be corrected. The other two (2) Amendments add the West Park Route and the CNG fueling site because we reimburse our subcontractor on an actual work for the hours rendered at an hourly rate and due to the facility changes in Coalinga the CNG technician is not required to service that site any longer. We decided to make all three (3) changes in this Amendment to the Agreement.

We also included an extension beyond June 30, 2018 in the event we have any delays with the award of the contract and the existing vendor could still provide the services. We essentially included three (3) items in this amendment.

Mayor Robertson (Selma) does it affect the bid package? Moses replies that it does not, the only affect would be if they do not get the award or part of the award that they could still be considered to operate the services until such an award would be finalized and approved. We appreciate that it is going out to bid as we have had a few issues with the current subcontractor. Moses apologized and said that FCRTA has not received any positive improvements from current vendor with service and safety being on-going issues.

Chairperson Dhaliwal commented it's a very daring step to do. He also asked about logistics, if EOC gets part of the contract how are you going to control the cost and quality? Moses replied we would get into contract negotiation but obviously we would have to have a contingency plan in the event that their was a strike, or employees didn't want to transfer. The cost would be broken down exactly by reimbursable hourly rate (for example: We reimburse the agency \$32.44 an hour because we pay for the insurance, maintenance, gas and shuttle service).

Mayor Roman (Kingsburg) – I would like to thank Moses for all that you do with taking the incoming calls from our residents. Contracted vendor has not been doing what they have intended to do. The fear of retaliation to making a complaint is something we take very seriously.

Mayor Armstrong (Kerman) - Is this a low bid or scoring situation? Moses replied it will be an overall scoring and not necessarily a low bid. We are getting interest from 8-10 National Transportation firms that all they do is transit.

We will also have options for 1 year, 2 year or three year of 5 year options with negotiated increases.

Mayor Pro Tem Marcia Sablan – Will that include local dispatching? Moses responds that could be part of the plan. We currently have local dispatching with the City of Kerman, Coalinga and Reedley. We could divide it into East and West and have an 800 number. We would also like to use our Central Computer System Software that we own and maintain.

A motion was made by Mayor Castro (Mendota) and second by Mayor Lopez (Orange Cove). A vote was called and motion carried.

F. **FTA Fiscal Year 2018 Certification and Assurance in support of Section 5311 Operating Assistance Application/Contracts**

FCRTA received a 40 page document from Caltrans that they need as part of the 5311 Agreement/Contract very similar as to what has been processed in the past and once approved we will upload on to their computer so they can provide us with reimbursement on a timely basis.

I consulted with legal counsel and he said to bring it to tonight's board meeting as a walk on item in order for FCRTA to receive the \$1.5 million.

A motion was made by Mayor Lopez (Orange Cove) and second by Mayor Roman (Kingsburg). A vote was called and motion carried.

3. **OTHER BUSINESS**

A. **Items from staff**

- **Del Rey** – Moses advised the Board that CRLA had contacted him that the Del Rey residents had Transit issues. I met with 12 residents along with CRLA to discuss the

issues which are transportation from Del Rey Community to Sanger and from Sanger to Del Rey, the fares, pick up times, driver and lunch hours. I will be having a follow-up meeting on March 5, 2018.

I am advising you in case this issue comes up as an UNMET Needs this coming year.

- **Fresno City College** – I met with the Carol Goldsmith, President from Fresno City College the college is working on doing a pilot project from the City of Kerman and City College students coming from Kerman with five Bolts as a demonstration we are part of it just providing in-kind services for them.
- **ABC News Special**- ABC news contacted me to do a special on the City of Fowler electric van and also solar charging units – The reason they contacted FCRTA was they saw the vehicle driving around and they thought the extension cord plug was unique. They were amazed that all the rural communities had the solar chargers and that the City of Fresno and Clovis do not. It was very good coverage for FCRTA.
- **Planning Grant** – This is the grant we will be applying for that will come before the board for your approval so that we can pursue electric vehicles.

B. **Items from members**

Mayor Castro (Mendota) thanked Moses for all the things he has done.

Mayor Vosburg (Coalinga) commented on taxi service in the past that are getting beat out by Uber. Government creating like taxi services is also a waste of time and money. I would like to see it towards an Uber system with an app it would provide more user friendly just as an option. Moses responded that he would look into it as well as the coordination combination or partnership with Uber or Lyft but for those specific communities.

Mayor Roman (Kingsburg) commented that would be great but most seniors don't have a smart phone they use the flip phones.

Mayor Castro (Mendota) commented that his Galaxy came with the app but that seniors need to be educated on how to use the app.

Mayor Armstrong (Kerman) commented that would be good because you could track them.

Mayor Pro Tem Dhaliwal (San Joaquin) commented that it would be good to do Uber. Moses commented that transportation companies that specialize in this do have the connectivity with Uber and Lyft that will come out on proposals that we're going to review.

Mayor Roman (Kingsburg) commented that it doesn't need to be Uber as long as the vendor has the technology we just don't have the app but we have the capabilities to do the next step.

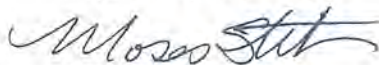
Council Member Beck (Reedley) it has to do with seniors they are so comfortable with FCRTA that it's important they see something that's familiar to them. It is important that we look into this type of technology.

Mayor Pro Tem Dhaliwal (San Joaquin) would like to commend Moses for bringing in the solar units and thinking ahead.

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

A motion was made by Mayor Lopez (Orange Cove) and second by Mayor Castro (Mendota). A vote was called and motion carried.

Respectfully Submitted,



Moses Stites

General Manager



2035 Tulare Street, Suite 201
Fresno, CA 93721
Phone: (559) 233-6789
Fax: (559) 233-9645
www.ruraltransit.org

February 27, 2018

Jeannie Davis
Fowler City Manager
128 S. 5th Street
Fowler, CA 93625

RE: Land and or Building site for FCRTA Maintenance Facility

Dear Ms. Davis,

The Fresno County Rural Transit Agency (FCRTA) is exploring a site that includes the purchase of land, approximately 2-6 acres with or without a building to be used for a Public Transit maintenance facility to service our fleet of 90 buses and vans.

We are especially interested in purchasing City owned property along the Golden State Corridor in order to process the permits in the selected City. If City owned property is not available, FCRTA would still be interested in any proposed location by each of the three (3) prospective Cities (Fowler, Selma and Kingsburg).

This maintenance facility will be a catalyst for residents and employees from different agencies to collaborate and benefit on a multitude of diverse activities ranging from fleet maintenance, fueling (CNG and Electric) to vocational training programs with the local Community Colleges and High Schools. This maintenance facility is long overdue in Fresno County with so many opportunities and challenges facing our rural communities with transportation needs.

Please submit a letter of interest by March 12th with the locations you are proposing for consideration along with featured benefits and partnership of your City with FCRTA.

We look forward to hearing from you on your interest and proposed sites for this maintenance facility location. If you should have any questions or require additional information, please contact me at 233.6789 ext. 244.

Sincerely,

A handwritten signature in black ink that reads "Moses Stites". The signature is written in a cursive, flowing style.

Moses Stites
General Manager

CC: Mayor David Cardenas



2035 Tulare Street, Suite 201
Fresno, CA 93721
Phone: (559) 233-6789
Fax: (559) 233-9645
www.ruraltransit.org

February 27, 2018

Alexander Henderson
Kingsburg City Manager
1401 Draper Street
Kingsburg, CA 93631

RE: Land and or Building site for FCRTA Maintenance Facility

Dear Mr. Henderson,

The Fresno County Rural Transit Agency (FCRTA) is exploring a site that includes the purchase of land, approximately 2-6 acres with or without a building to be used for a Public Transit maintenance facility to service our fleet of 90 buses and vans.

We are especially interested in purchasing City owned property along the Golden State Corridor in order to process the permits in the selected City. If City owned property is not available, FCRTA would still be interested in any proposed location by each of the three (3) prospective Cities (Fowler, Selma and Kingsburg).

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Sincerely,

Moses Stites
General Manager

CC: Mayor Michelle Roman



2035 Tulare Street, Suite 201
Fresno, CA 93721
Phone: (559) 233-6789
Fax: (559) 233-9645
www.ruraltransit.org

February 27, 2018

Henry Perea
Selma City Manager
1710 Tucker Street
Selma, CA 93662

RE: Land and or Building site for FCRTA Maintenance Facility

Dear Mr. Perea,

The Fresno County Rural Transit Agency (FCRTA) is exploring a site that includes the purchase of land, approximately 2-6 acres with or without a building to be used for a Public Transit maintenance facility to service our fleet of 90 buses and vans.

We are especially interested in purchasing City owned property along the Golden State Corridor in order to process the permits in the selected City. If City owned property is not available, FCRTA would still be interested in any proposed location by each of the three (3) prospective Cities (Fowler, Selma and Kingsburg).

This maintenance facility will be a catalyst for residents and employees from different agencies to collaborate and benefit on a multitude of diverse activities ranging from fleet maintenance, fueling (CNG and Electric) to vocational training programs with the local Community Colleges and High Schools. This maintenance facility is long overdue in Fresno County with so many opportunities and challenges facing our rural communities with transportation needs.

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Sincerely,

Moses Stites
General Manager

CC: Mayor Jim Avalos

West Park Transit 2017-18
Productivity Performance Statistics
 (From November 13, 2017 to March 13, 2018)

Fixed Route Service

Totals By Entire Inter-City Service

Summary Statistical Ridership Totals

Total Seniors	Total Disabled	Total General Public	Total Children	Total Passengers
22	33	188	37	280

Summary Totals

Total Fares*	Total Days	Total Hours	Total Cost	Farebox %
\$474.50	82	410	\$26,637.70	1.78%

Performance Indicators

Passenger/ Hour	Passenger/ Mile	Cost/Hour	Cost/Mile	Cost/Passenger
0.68	0.04	64.97	\$3.95	\$95.13

Notes

One vehicle operating service Monday through Friday. 5 hours per day. 1 driver.

Weekly Ridership

Week	Passengers	Week	Passengers	Week	Passengers	Week	Passengers
11/13-11/17	24	12/14-12/15	4	1/15-1/19	25	2/14-2/16	10
11/20-11/24	12	12/18-12/22	33	1/22-1/26	13	2/20-2/23	24
11/27-12-1	6	12/25-12/29	13	1/29-2/2	22	2/26-3/2	11
12/4-12/8	9	1/1-1/5	16	2/5-2/9	19	3/5-3/9	12
12/11-12/13	6	1/8-1/12	7	2/12-2/13	4	3/12-3/13	10
Totals	57	Totals	73	Totals	83	Totals	67

Agreement No. **C-51036-A**

Fresno County Rural Transit Agency

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2016 and is in effect between November 1, 2016 and June 30, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT (District), a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq., and **Fresno County Rural Transit Agency**, (Contractor).

WITNESSETH:

WHEREAS, despite major reductions in emissions and corresponding improvements in air quality, the San Joaquin Valley continues to face difficult challenges in meeting the federal ambient air quality standards; and

WHEREAS, the California Global Warming Solutions Act of 2006 (Assembly Bill (AB) 32; Nuñez, Chapter 488, Statutes of 2006), establishes the Low Carbon Transportation Greenhouse Gas Reduction Fund (GGRF) Investments and the California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007 (AB 118, Nunez, Chapter 750, Statutes of 2007) establishes the Air Quality Improvement Program (AQIP), which authorizes the California Air Resources Board (ARB) to administer the Zero-Emission Truck and Bus Pilot Commercial Deployment Projects; and

WHEREAS, under AQIP and GGRF, ARB issued the solicitation entitled "Zero-Emission Truck and Bus Pilot Commercial Deployment Projects" on October 1, 2015, to provide funding for projects that would help accelerate the deployment of a variety of commercially available medium- and heavy-duty zero-emission vehicles by placing a significant number of zero- and near zero- emission buses, freight, and delivery trucks in strategic truck and bus hubs; and

WHEREAS, District submitted the San Joaquin Valley Transit Electrification Project (Project) in response to ARB's solicitation and on April 14, 2016

1 ARB notified District of preliminary selection of its Project which lists Contractor as a
2 participant of the Project; and

3 **WHEREAS**, on June 16, 2016 District's Governing Board authorized the
4 Executive Director/APCO to enter into agreements with ARB and subcontractor(s), as
5 necessary, to administer and implement District's projects selected for funding through
6 the Zero-Emission Truck and Bus Pilot Commercial Deployment Project ; and

7 **WHEREAS**, on November 14, 2016 District executed grant agreement
8 G14-LCTI-12 with ARB to perform the activities set forth therein; and

9 **WHEREAS**, Contractor represents that it is willing and able to perform
10 the activities set forth herein.

11 **NOW, THEREFORE**, based on their mutual promises, covenants, and
12 conditions, the parties hereby agree as follows:

13 **1. PROJECT**

14 Contractor shall receive grant funding provided by ARB and administered
15 by District to implement the Project by purchasing and deploying five (5) Proterra
16 battery-electric extended-range zero-emission public transit buses, and arranging for
17 the installation and deployment of eight (8) Proterra depot chargers in the Contractor's
18 jurisdictions and other requirements set forth in District's ARB Award Agreement;
19 attached hereto and incorporated herein as **Exhibit A**. Contractor agrees to furnish all
20 labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to
21 perform and complete per schedule, in a professional manner, the services described
22 herein. Contractor represents that Contractor has the expertise necessary to
23 adequately perform the project specified in **Exhibit A**.

24 In the event of any conflict between or among the terms and conditions of
25 this Agreement or the exhibit incorporated herein, such conflict shall be resolved by
26 giving precedence in the following order of priority:

- 27 1. The text of this Agreement
28 2. Exhibit A to this Agreement

1 **2. PERIOD OF PERFORMANCE/TIMETABLE**

2 Project Term for this Agreement shall be from November 1, 2016 through
3 June 30, 2020. Contractor shall commence performance of work and produce all work
4 products in accordance with the work schedule and deadlines for performance
5 identified in **Exhibit A** within the Project Term, unless otherwise extended in writing by
6 District and as approved by ARB, or if this Agreement is terminated sooner as
7 provided for elsewhere in this Agreement. Modifications to this Agreement to allow due
8 date flexibility are subject to the terms specified in Paragraph 22 of this Agreement and
9 as identified in Exhibit A.

10 **3. REPORTING REQUIREMENTS**

11 District is required to provide ARB status reports at a minimum of three-
12 month intervals for the duration of the Project Term, and provide ARB a final report at
13 the completion of the Project. Contractor must provide District information necessary
14 to complete status reports and the final report as required and identified in **Exhibit A**.
15 Contractor must provide the District the necessary information to complete status
16 reports two (2) weeks prior to required submittal date to ARB. Contractor must provide
17 District the necessary information to complete the final report thirty (30) days before it
18 is due to ARB.

19 **4. STANDARD OF PERFORMANCE**

20 Contractor, its subcontractors and their employees, in the performance of
21 Contractor's work under this Agreement shall be responsible for exercising the degree
22 of skill and care required by customarily accepted good professional practices and
23 procedures used in the Contractor's field.

24 Any costs for failure to meet the foregoing standard or to correct
25 otherwise defective work that requires duplicate performance of the work, as directed
26 by ARB or District, shall be borne in total by Contractor and not ARB or District. The
27 failure of a project to achieve the performance goals and objectives stated in this
28 Agreement is not a basis for requesting duplicate performance unless the work

1 conducted by Contractor and/or its subcontractors is deemed by ARB or District to
2 have failed the foregoing standard of performance.

3 **A.** In the event Contractor or its subcontractors fail to perform in
4 accordance with the above standard:

5 1. Contractor will perform again, at its own expense,
6 any task which was not performed to the reasonable satisfaction of ARB or District. Any
7 duplicate performance pursuant to this paragraph shall be completed within the time
8 limitations originally set forth for the specific task involved. Contractor shall incur any
9 overtime required to meet the deadline for the task at no additional cost to ARB or
10 District;

11 2. ARB and District shall provide a new schedule for the
12 duplicate performance of any task pursuant to this paragraph in the event that such
13 performance of a task within the original time limitations is not feasible; and

14 3. District, under the direction of ARB where necessary,
15 shall have the option to direct Contractor not to repeat the performance of any task
16 which was not performed to the reasonable satisfaction of District and/or ARB pursuant
17 to application of (1) and (2) above. In the event District directs Contractor not to repeat
18 the performance of a task, District and Contractor shall negotiate a reasonable
19 settlement for satisfactory work performed. No previous payment shall be considered a
20 waiver of District's right to reimbursement.

21 Nothing contained in this section is intended to limit any of the rights or
22 remedies which ARB or District may have under law.

23 **5. INDEPENDENT CONTRACTOR**

24 In performance of the work, duties, and obligations assumed by
25 Contractor under this Agreement, it is mutually understood and agreed that Contractor,
26 including any and all of Contractor's subcontractors, officers, agents, and employees,
27 will at all times be acting and performing as an independent contractor and shall act in
28 an independent capacity and not as an officer, agent, servant, employee, joint venture,

1 partner, or associate of District. Furthermore, District shall have no right to control or
2 supervise or direct the manner or method by which Contractor shall perform its work
3 and function. However, District shall retain the right to administer this Agreement so as
4 to verify that Contractor is performing its obligations in accordance with the terms and
5 conditions thereof. Contractor and District shall comply with all applicable provisions of
6 law and the rules and regulations, if any, of governmental authorities having jurisdiction
7 over matters the subject thereof.

8 Due to its status as an independent contractor, Contractor shall have
9 absolutely no right to employment rights and benefits available to District employees.
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
11 all legally required employee benefits. In addition, Contractor shall be solely
12 responsible and save District harmless from all matters relating to payment of
13 Contractor's employees, including compliance with social security, withholding, and all
14 other regulations governing such matters. It is acknowledged that during the Project
15 Term of this Agreement, Contractor may be providing services to others unrelated to
16 District or to this Agreement.

17 **6. FUNDING**

18 The total obligation of District under this Agreement shall not exceed
19 **Four Million One Forty Seven Thousand and Eight Hundred Sixty Two dollars**
20 **(\$4,147,862)** and shall only be for equipment, services and activities identified in
21 **Exhibit A** for Contractor's part in the Project. Contractor will only be reimbursed for
22 eligible work and services performed on or after November 14, 2016 thru June 30,
23 2020.

24 **7. MATCH FUNDING REQUIREMENT**

25 The total match requirement of Contractor under this Agreement shall not
26 be less than **Nine Hundred Twenty Three Thousand and Three Hundred Twelve**
27 **dollars (\$923,312)**. From this total no less than **Four Hundred Twenty Thousand**
28 **and Three Hundred Twenty Five dollars (\$420,325)** shall be in the form of cash and

1 no less than **Five Hundred Two Thousand and Nine Hundred Eighty Seven dollars**
2 (**\$502,987**) shall be in the form of in-kind funding as identified in **Exhibit A** for
3 Contractor's part in the Project. Prior to the end of the Project Term, Contractor shall
4 provide District sufficient documentation substantiating match requirements have been
5 fully committed.

6 **8. FINANCIAL RECORD**

7 Without limitation of the requirement to maintain project accounts in
8 accordance with generally accepted accounting principles, Contractor must

9 1. Establish an official file for the Project that will adequately
10 document all significant actions relative to the Project;

11 2. Establish separate accounts that will adequately and
12 accurately depict all amounts received and expended, including match contributions as
13 identified in Paragraph 7, on the Project;

14 3. Establish separate accounts that will adequately and
15 accurately depict all income received and expended on the Project; and

16 4. Establish an accounting system that will adequately depict
17 final total costs of the Project, including both direct and indirect costs.

18 **9. PAYMENTS**

19 District agrees to reimburse Contractor for actual allowable expenditures
20 incurred in accordance with the Budget as set forth in **Exhibit A**. Contractor can only
21 bill for actual expenses incurred, as set forth in **Exhibit A**, with flexibility as allowed and
22 pre-approved in writing by District in accordance with **Exhibit A**.

23 Advance payments shall not be permitted without expressed written
24 consent by District. Payments shall be permitted only at such time that equivalent
25 services have been satisfactorily rendered. District shall reimburse Contractor after
26 receipt and verification of a properly supported claim for payment and after the claim
27 for payment has been approved by District and ARB, and payment from ARB has been
28 received by District.

1 District will submit Contractor claim for payment and invoices to ARB for
2 approval and reimbursement within thirty (30) calendar days of receipt, verification,
3 evaluation and, if necessary, inspection by District staff, of a properly supported District
4 Claim for Payment Form, invoice(s), and other supporting documentation. The claim
5 for payment, invoice(s), and other supporting documentation must set forth that the
6 work for which compensation is sought was satisfactorily completed in accordance and
7 pursuant to this Agreement and as set forth in **Exhibit A**.

8 Concurrently with the submission of any claim for payment, Contractor
9 shall include an itemized list of all charges and copies of all receipts or invoices
10 necessary to document these charges, including backup documentation for actual
11 expenditures, vendors' invoices, checks, receipts, and the like that complete payment
12 has been made or invoiced for expenses authorized for the project as defined in this
13 Agreement and as set forth in **Exhibit A**. Claims and all supporting documentation
14 shall be submitted to District for reimbursement via one of the following methods:

15 Hand-delivery or mail: San Joaquin Valley Air Pollution Control District
16 Attention: Mr. David Lopez
17 1990 East Gettysburg Avenue
18 Fresno, California 93726-0244

19 Email: David.Lopez@valleyair.org

20 Following review and payment from ARB, payment received by District
21 will be issued to Contractor.

22 District may deny reimbursement if claim for payment forms or invoices
23 are erroneous or incomplete, if the proper supporting documentation is not received, or
24 if the claim for payment was deemed ineligible, in whole or in part, by District and/or
25 ARB. District is not responsible for reimbursement to Contractor for claims, invoices,
26 expenses or other reimbursement requests deemed ineligible and/or non-reimbursable,
27 in whole or in part, by ARB. Contractor will only be reimbursed for eligible items as set
28 forth in **Exhibit A**.

1 The amount to be paid to Contractor under this Agreement includes sales
2 and use taxes, if any, incurred pursuant to this Agreement, including any such taxes
3 due on equipment purchased by Contractor. Contractor shall not receive additional
4 compensation for reimbursement of such taxes and shall not decrease work to
5 compensate therefore.

6 **10. SURPLUS FUNDS**

7 Any compensation not expended by Contractor pursuant to the terms and
8 conditions of this Agreement by the Project Term end date shall automatically revert to
9 District. Only expenditures incurred by Contractor in the direct performance of this
10 Agreement within the Project Term as identified in Paragraph 2 will be reimbursed by
11 District. Allowable expenditures under this Agreement are specifically established and
12 identified in **Exhibit A**.

13 **11. CLOSEOUT PERIOD**

14 Contractor shall submit all final claims no later than **January 6, 2020**. No
15 action will be taken by District on claims submitted beyond the closeout period without
16 prior written authorization.

17 **12. NON-ALLOCATION OF FUNDS**

18 The terms of this Agreement and the services to be provided thereunder
19 are contingent on the approval and receipt of funds by the appropriating government
20 agency. Should sufficient funds not be allocated, the services provided may be
21 modified or this Agreement terminated at any time by giving Contractor written notice
22 thirty (30) days prior to such modification or termination.

23 **13. USE OF FUNDS RESTRICTION**

24 Contractor agrees that funds under this award cannot be used for
25 emissions reductions that are mandated under federal, state, or local law. This refers to
26 specific compliance dates within the mandate, not when the mandate is passed.
27 Voluntary or elective emissions reductions measures shall not be considered to be
28 "mandated," regardless of whether the reductions are included in the state

1 implementation plan of a state.

2 **14. TERMINATION**

3 **Breach of Agreement**

4 District may immediately suspend or terminate this Agreement in whole or
5 in part where, in the determination of District and/or ARB, there is

- 6 1. An illegal or improper use of funds;
- 7 2. A failure to comply with any term of this Agreement
8 including **Exhibit A** by Contractor;
- 9 3. A substantially incorrect or incomplete report or deliverable
10 submitted to District by Contractor; or
- 11 4. An improperly performed service and/or improperly
12 completed project.

13 In no event shall any payment by District constitute a waiver by District
14 of any breach of this Agreement or any default, which may then exist on the part of
15 Contractor. Neither shall such payment impair or prejudice any remedy available to
16 District with respect to the breach or default. District shall have the right to demand of
17 Contractor the repayment to District of any and all funds disbursed to Contractor under
18 this Agreement which in the judgment of District were not expended in accordance
19 with the terms of this Agreement. Contractor shall promptly refund any such funds
20 upon demand.

21 In addition to immediate suspension or termination, District may impose any other
22 remedies available at law, in equity, or otherwise specified in this Agreement.

23 **B. Without Cause**

24 The terms of this contract are contingent on the approval of funds by the
25 appropriating governmental agency or agencies. Should funds not be allocated, this
26 contract may be terminated at any time by giving thirty days prior written notice.

27 **15. GOVERNING LAW**

28 This Agreement shall be governed in all respects by the laws of the State

1 of California. Venue for any action arising out of this Agreement shall only be in Fresno
2 County, California.

3 **16. AUDITS AND INSPECTIONS**

4 Contractor shall at any time during regular business hours, and as often
5 as District and/or ARB may deem necessary, make available to District and ARB for
6 examination all of its records and data with respect to the matters covered in this
7 Agreement within the terms of this Agreement and in accordance with **Exhibit A**.
8 Contractor shall, upon request by District and/or ARB, permit District and ARB to audit
9 and inspect all such records and data necessary to ensure Contractor's compliance
10 with the terms of this Agreement.

11 If deemed necessary, Contractor shall be subject to an audit by District
12 and/or ARB or its authorized representative to determine if the funding and revenues
13 received by Contractor were utilized as provided by law and this Agreement. If, after
14 audit, District makes a determination that funds provided to Contractor pursuant to this
15 Agreement were not spent in conformance with this Agreement or any other applicable
16 provisions of law, Contractor agrees to immediately reimburse District all funds
17 determined to have been expended not in conformance with said provisions.

18 Upon written request from District and/or ARB, Contractor shall provide
19 detailed documentation of all expenses at any time throughout the project. In addition,
20 Contractor agrees to allow District and/or ARB or their designated representative, upon
21 written request, to have reasonable access to and the right of inspection of all records
22 that pertain to the project during the Project Term of this Agreement and for a period of
23 three (3) years after the end of the Project Term, unless District notifies Contractor,
24 prior to the expiration of such three-year period, that a longer period of record retention
25 is necessary. Further, Contractor agrees to incorporate an audit of this project within
26 any scheduled audits, when specifically requested by the State. Contractor agrees to
27 include a similar right to audit in any subcontract.

28 Contractor shall be subject to the examination and audit of the auditor

1 general for a period of three (3) years after final payment under contract (Government
2 Code § 8546.7).

3 **17. RETENTION OF RECORDS**

4 Contractor shall retain all project records and data for activities performed
5 under this Agreement, including financial and service revenue records, progress
6 reports, and payment requests as specified in **Exhibit A**, for a minimum of three (3)
7 years after the final payment has been received or three (3) years after the end of the
8 Project Term or until all state audits are completed for that fiscal year, whichever is
9 later, unless otherwise specified in the funding Agreement.

10 **18. FALSE CLAIM**

11 Contractor is advised that providing false, fictitious, or misleading
12 information with respect to the receipt and disbursement of ARB and/or District grant
13 funds may result in criminal, civil, or administrative fines and/or penalties. Contractor,
14 and its sub-grantees, must promptly refer to Office of the Inspector General and District
15 any credible evidence that a principal, employee, agent, sub-grantee contractor,
16 subcontractor, loan recipient, or other person has submitted a false claim under the
17 False Claims Act or has committed a criminal or civil violation of laws pertaining to
18 fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds
19 provided under this grant or sub-grants awarded by District.

20 **19. CONFLICT OF INTEREST**

21 No officer, employee, or agent of District who exercises any function or
22 responsibility for planning and carrying out the services provided under this Agreement
23 shall have any direct or indirect personal financial interest in this Agreement.
24 Contractor shall comply with all federal and state conflict-of-interest laws, statutes, and
25 regulations, which shall be applicable to all parties and beneficiaries under this
26 Agreement and any officer, agent, or employee of District.

27 **20. COMPLIANCE WITH LAWS**

28 Contractor shall comply with all federal and state laws, statutes,

1 regulations, rules, and guideline that apply and obtain any and all permits required to
2 its performance under this Agreement and those specified in **Exhibit A**, including
3 California driving eligibility, financial liability, prevailing wage and/or public works laws.

4 **21. NONDISCRIMINATION STATEMENT OF COMPLIANCE**

5 During the performance of this Agreement, Contractor and its
6 subcontractors shall not unlawfully discriminate, harass or allow harassment, against
7 any employee or applicant for employment because of sex, sexual orientation, race,
8 color, ancestry, religious creed, national origin, disability (including HIV and AIDS),
9 medical condition (cancer), age, marital status, and denial of family care leave.
10 Contractor and its subcontractors shall insure that the evaluation and treatment of their
11 employees and applicants for employment are free of such discrimination and
12 harassment. Contractor and its subcontractors shall comply with the provisions of the
13 Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the
14 applicable regulations promulgated thereunder (California Code of Regulations, Title 2,
15 Section 7285.0 et seq.). The applicable regulations of the Fair Employment and
16 Housing Commission implementing Government Code Section 12990 (a-f) , set forth in
17 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated
18 into this Agreement by reference and made a part of it as if set forth in full. Contractor
19 and its subcontractors shall give written notice of their obligations under this clause to
20 labor organizations with which they have a collective bargaining or other Agreement.

21 Contractor shall include the nondiscrimination and compliance provisions
22 of this clause in all subcontracts to perform work under this Agreement.

23 **22. MODIFICATION**

24 Any matters of this Agreement may be modified from time to time by the
25 written consent of all the parties without affecting the remainder. Determination of
26 whether a change to the Agreement is significant or nonsignificant will be at the
27 discretion of the District and may be subject to ARB approval.

28 **A. Significant Changes to the Agreement**

1 Significant changes to this Agreement must be approved by District, and
2 ARB if necessary, through a formal amendment. Significant changes include, but are
3 not limited to:

- 4 1. Change of Contractor's legal name;
 - 5 2. Change of Contractor;
 - 6 3. Changes in order to disencumber funds;
 - 7 4. Changes to the Project that reasonably modify the
- 8 Work Statement as identified in **Exhibit A**;

9 Contractor shall submit a request in writing to District for any significant
10 change. District will notify Contractor of the appropriate action within ten (10) business
11 days, pending ARB approval if necessary.

12 **B. Nonsignificant Changes to the Agreement**

13 Changes that are not significant to the Agreement may not need to be
14 approved through a formal amendment as determined by the District and/or ARB.
15 Request for changes to the Agreement believed to be nonsignificant shall be submitted
16 by Contractor to District in writing. Changes to the Agreement deemed nonsignificant
17 by District, which may be subject to ARB approval, shall be documented in a Letter of
18 Agreement approved by both parties.

19 **C. Project Schedule**

20 After the execution of this Agreement, revisions to the Project Schedule
21 as described in the Work Statement cannot extend beyond the Project Term end date
22 without a formal amendment. However, the due dates for specific tasks in the Project
23 Schedule may be adjusted as necessary to accommodate reasonable and/or
24 unforeseen circumstances that can cause delay in the completion of the tasks. These
25 proposed adjustments to the due dates for tasks will be submitted to ARB during the
26 quarterly reporting process as specified in **Exhibit A** based on recommendations by
27 District and/or Contractor and may be subject to approval by the ARB. Contractor will
28 be provided notification if ARB does not approve of the recommended changes to the

1 due dates for tasks. District will work directly with Contractor to ensure all adjustments
2 to the Work Statement in **Exhibit A** are reasonable and adequate to complete the
3 Project in a satisfactory manner by the Project Term end date of the Agreement.

4 **D. Budget Reallocation**

5 If deemed necessary, Contractor may submit a budget reallocation
6 request to District for Project eligible expenses. All budget reallocations must be
7 approved by the District in writing and may require the approval of ARB.

8 **23. NON-ASSIGNMENT**

9 Neither party shall assign, transfer, or subcontract this Agreement, nor
10 their rights or duties under this Agreement, without the prior express, written consent of
11 the other party, which shall not be unreasonably withheld or delayed.

12 **24. SUBCONTRACTORS**

13 Contractor shall not subcontract any other part of this Agreement without
14 obtaining prior express, written consent of the District. If at any time Contractor finds it
15 necessary to subcontract with a party other than those heretofore identified, and such
16 party has obtained prior, express written consent of the District, such party agrees to
17 secure a payment bond from its respective subcontractor in a form acceptable to the
18 District, unless the District expressly agrees to waive the payment bond requirement. In
19 addition, any party authorized to subcontract all or any part of this Agreement shall
20 ensure that the following contract terms are included in writing in all subcontracts,
21 subject to District approval:

22 **A.** Requirements of the Insurance section of this Agreement;

23 **B.** Indemnification of the District and ARB as stated in the
24 Indemnification section of this Agreement;

25 **C.** Language specifying that the subcontract is not a public works
26 contract as defined in California Civil Code section 8038 or Public Contract Code
27 section 1101, nor is the Project a public work of improvement as defined in California
28 Civil Code section 8050; and

1 D. All other applicable provisions as stated in this Agreement.

2 **25. BINDING ON SUCCESSORS**

3 This Agreement, including all covenants and conditions contained herein,
4 shall be binding upon and inure to the benefit of the parties, including their respective
5 successors-in-interest, assigns, and legal representatives.

6 **26. INDEMNIFICATION**

7 Contractor agrees to indemnify, save, hold harmless, and at District's and
8 ARB's request, defend District and ARB, its boards, committees, representatives,
9 officers, agents, and employees from and against any and all costs and expenses
10 (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims,
11 and losses (whether in contract, tort, or strict liability, including, but not limited to,
12 personal injury, death, and property damage) occurring or resulting to District and ARB
13 that arises from any negligent or wrongful acts or omissions of Contractor, its officers,
14 agents, subcontractors, or employees in their performance of this Agreement.

15 **27. INSURANCE**

16 A. Without limiting District's right to obtain indemnification from
17 Contractor or any third parties, Contractor, at its sole expense, shall maintain, in full
18 force and effect, the following insurance policies throughout the term of this
19 Agreement:

20 1. Commercial general liability insurance with minimum
21 limits of coverage in the amount of five million dollars (\$5,000,000) per occurrence;

22 2. Commercial automobile liability insurance which
23 covers bodily injury and property damage with a combined single limit with minimum
24 limits of coverage in the amount of five million dollars (\$5,000,000) per occurrence.

25 3. Workers' compensation insurance for all of its
26 employees who will be engaged in the performance of this Agreement in accordance
27 with California law.

28 B. Except for workers' compensation insurance, such insurance

1 policies shall name District, its officers, agents, and employees, individually and
2 collectively, as additional insureds. Such additional insured coverage shall apply as
3 primary insurance and any other insurance, or self-insurance, maintained by District, its
4 officers, agents, and employees, shall be excess only and not contributing with
5 insurance provided under Contractor's policies herein. These insurances shall not be
6 canceled or changed without providing District written notice at least thirty (30) days
7 prior to such cancelation or change taking effect.

8 **C.** Prior to the commencement of performing its obligations under this
9 Agreement, Contractor shall provide certificates of insurance and additional insured
10 endorsements on the foregoing policies, as required herein, to District, stating that
11 such insurance coverages have been obtained and are in full force; that District, its
12 officers, agents, and employees will not be responsible for any premiums on the policy.
13 This insurance shall not be canceled or changed without a minimum of thirty (30) days'
14 advance, written notice given to District.

15 **D.** In the event Contractor fails to keep in effect at all times insurance
16 coverage as herein provided, District may, in addition to other remedies it may have,
17 suspend or terminate this Agreement upon the occurrence of such event.

18 **28. NOTICES**

19 The persons and their addresses having authority to give and receive
20 notices under this Agreement are as follows:

21 CONTRACTOR	DISTRICT
22 Moses Stites	Seyed Sadredin
23 General Manager	Executive Director/APCO
24 Fresno County Rural Transit Agency	San Joaquin Valley Unified APCD
25 2035 Tulare Street, Suite 201	1990 East Gettysburg Avenue
26 Fresno, CA 93721	Fresno, CA 93726

27 Any and all notices between District and Contractor provided for or
28 permitted under this Agreement or by law shall be in writing and shall be deemed duly

1 served when personally delivered to one of the parties, or in lieu of such personal
2 service, when deposited in the United States mail, postage prepared, addressed to
3 such party.

4 **29. TIME IS OF THE ESSENCE**

5 It is understood that for Contractor's performance under this Agreement,
6 time is of the essence. The parties reasonably anticipate that Contractor will, to the
7 reasonable satisfaction of District, complete all activities provided herein within the
8 Work Statement outlined in Exhibit A to this Agreement, with schedule and deadline
9 flexibility as allowed and pre-approved by District and ARB provided that Contractor is
10 not caused unreasonable delay in such performance.

11 **30. NO THIRD-PARTY BENEFICIARIES**

12 Notwithstanding anything else stated to the contrary herein, it is
13 understood that Contractor's services and activities under this Agreement are being
14 rendered only for its own benefit, and no other person, firm, corporation, or entity shall
15 be deemed an intended third-party beneficiary of this Agreement.

16 **31. SEVERABILITY**

17 In the event that one or more of the provisions contained in this
18 Agreement shall for any reason be held to be unenforceable in any respect by a court
19 of competent jurisdiction, such holding shall not affect any other provisions of this
20 Agreement, and the Agreement shall then be construed as if such unenforceable
21 provisions are not a part hereof.

22 **32. ENTIRE AGREEMENT**

23 This Agreement constitutes the entire agreement between Contractor and
24 District with respect to the subject matter hereof and supersedes all previous
25 negotiations, proposals, commitments, writings, advertisements, publications, and
26 understandings of any nature whatsoever unless expressly included in this Agreement.

27 Any and all notices between District and Contractor provided for or
28 permitted under this Agreement or by law shall be in writing and shall be deemed duly

1 served when personally delivered to one of the parties, or in lieu of such personal
2 service, when deposited in the United States mail, postage prepared, addressed to
3 such party.

4 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be
5 executed as of the day and year first hereinabove written.

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charity.schiller@bbklaw.com

March 13, 2018

VIA E-MAIL TO: MSTITES@FRESNOCOG.ORG

Mr. Moses Stites, General Manager
Fresno County Rural Transit Agency
2035 Tulare Street, Suite 201
Fresno, California 93721

Re: Engagement of Best Best & Krieger LLP for Special Counsel Legal Services

Dear Mr. Stites:

Best Best & Krieger LLP would be very pleased to represent the Fresno County Rural Transit Agency. Specifically, we would assist the Agency with lease and related real estate issues pertaining to a proposed maintenance facility. This letter constitutes our agreement setting forth the terms of our representation. If you would like us to represent the Agency and you agree to the terms set forth in this letter, please return a signed copy of the engagement letter to us.

As you know, it has been our pleasure to provide special counsel legal services to the Fresno Council of Governments over the last few years regarding Fresno COG's Regional Transportation Plan/Sustainability Communities Strategy and related California Environmental Quality Act ("CEQA") review issues. Currently, we have been providing those services as part of a team of consultants (overseen by VRPA Technologies) assisting with traffic modeling, CEQA review, RTP preparation, and other tasks. In our role as special counsel, we have been working closely with both Fresno COG staff and the Fresno County Counsel's Office.

It would be our pleasure, however, to expand our existing relationship and to provide services to the Agency with regard to the Agency's proposed operation facility. We would, of course, also anticipate coordinating with your County Counsel as part of this role.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Mr. Moses Stites
March 13, 2018
Page 2

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing the Fresno County Rural Transit Agency. Similarly, your names will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to the Fresno County Rural Transit Agency.

We have checked the following names against our client index: Fresno County Rural Transit Agency, City of Fowler, City of Selma, and City of Kingsberg. Based on that check, we can represent the Fresno County Rural Transit Agency. Please review the list to see if any other persons or entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

The current billing rate for partners is \$345 per hour. The billing rates for others are described in the memorandum attached to this letter which is entitled "Best Best & Krieger LLP's Billing Policies." It also describes the other aspects of our firm's billing policies. You should consider the Billing Policies memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

INSURANCE

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.



BEST BEST & KRIEGER

ATTORNEYS AT LAW

Mr. Moses Stites

March 13, 2018

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CIVILITY IN LITIGATION

Although litigation has not been filed and is not necessarily expected in this matter, I should identify our approach to litigation in the event that such a dispute arises in the future. In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in any future case involving litigation against the Agency.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent the Agency. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in this case. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. Unless you sign, date and return the original, we will not represent the Fresno County Rural Transit Agency in any capacity, and we will assume that you have made other arrangements for legal representation.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

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We have enclosed a separate signed copy of this letter for your records. Thank you again for considering us for the Agency's legal needs.

Very truly yours,

Charity Schiller and Nancy Park
Partners
of BEST BEST & KRIEGER LLP

cc: Arthur Wille, Office of the Fresno County Counsel

AGREED AND ACCEPTED:

By: _____

Dated: _____

FCRTA Proposed Projects for VW Investment Commitment

Project Type	Location (If Applicable)	Total Projected Cost	Project Description (Items obtained, installed, operations, etc.)	Time Period	<u>Classification:</u> Government Commercial Residential
Marketing	Fresno	\$500,000 per year for 2.5 years= \$1,250,00	PROJECT #1 --Permanent ZEV Advocacy Office located in Fresno. This office would offer ZEV education and public outreach that increases public awareness of ZEVs. Funds will pay for office staff, overhead, and marketing/outreach activities. Office will continually advocate for increased ZEV use in Fresno County.	30 Months <i>(but also recommended up to the total 10 years)</i>	Government
Capital (EV Charging Infrastructure)	Coalinga, Firebaugh, Orange Cove, Kingsburg, Selma, Fowler, Mendota, Huron, Reedley, Sanger, Kerman, San Joaquin, & Parlier	\$10,000 for each charger & installation= \$650,000	PROJECT #2 --Installation of five Level 2 Chargers at selected Government or public sites (could be commercial) in the cities of Coalinga, Firebaugh, Orange Cove, Kingsburg, Selma, Fowler, Mendota, Huron, Reedley, Sanger, Kerman, San Joaquin, and Parlier for a total of 65 Level 2 Chargers.	30 Months	Government & Commercial
Capital (EV Charging Infrastructure)	Coalinga, Firebaugh, Orange Cove, Kingsburg, Selma, Fowler, Mendota, Huron, Reedley, Sanger, Kerman, San Joaquin, & Parlier	\$65,000 for each charger & installation= \$1,690,000	PROJECT #3 --Installation of two Envision Solar Chargers at selected Government or public sites (could be commercial) in the cities of Coalinga, Firebaugh, Orange Cove, Kingsburg, Selma, Fowler, Mendota, Huron, Reedley, Sanger, Kerman, San Joaquin, and Parlier for a total of 26 Envision Solar Chargers.	30 Months	Government & Commercial
Capital (EV Charging Infrastructure)	Firebaugh, Mendota, Huron, Parlier, San Joaquin, Kingsburg	\$400,000 for each charger & installation= \$2,600,000	PROJECT #4 --Installation of one Envision Solar Tree Charger at selected Government or public sites (could be commercial) in Disadvantaged Communities of Firebaugh, Mendota, Huron, Parlier, San Joaquin, and Kingsburg for a total of 6 Envision Solar Tree Chargers.	30 Months	Government & Commercial

Marketing	Fresno and various Cities in Fresno County	Capped at \$100,00 per each Conference= \$500,000	<p>PROJECT #5--In conjunction with the ZEV Advocacy Office in Fresno (but also separately), the staging of 5 "ZEV Conferences" of different types and duration to be held every 6 months during a 30-month period. Each Conference would have a theme of either a "dominant" or "mixed" ZEV vehicle type, fuel, technology type, or issues discussion. Each Conference would last 1 or 2 days. Each Conference would offer the minimum: Vehicle and technology EXPO, Expert Speakers, Seminars and Panel Discussions, Vendor/Organization booths, Meals appropriate to length of conference, and free marketing & educational materials for attendees. Electrify America would create network of interested parties to help sponsor, plan, staff, and hold each Conference.</p>	30 Months	Government
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**Regional Sustainable Infrastructure Planning Program Grant
FCRTA Project Proposal Descriptions
Preliminary Executive Summary**

Fresno County Rural Transit Agency (FCRTA) is applying for Regional Sustainable Infrastructure Planning Program funds and is proposing five separate projects” that will provide for the planning and organizational frameworks that will enable FCRTA and partner organizations to increase accessibility for the residents of Disadvantaged Communities throughout Fresno County using innovative alternative fueled vehicles and/or new technologies. According to the CalEnviroScreen 3.0 Map, virtually all of the populated areas in Fresno County are located within areas designated as Disadvantaged Communities. FCRTA currently operates transit services in all of the Disadvantaged Communities in Fresno County and will make plans that attempt to expand and supplement its existing transit services. Additionally, studies and plans will be made to create, help create, or support the creation and operation of new transportation services and modes by other parties that will increase the accessibility of Fresno County residents to employment sites, education centers, medical providers, social service providers, and other important services throughout Fresno County. FCRTA’s proposal will follow the principles and goals of Environmental Justice in attempting to foster transportation programs and operations that will provide not only the benefits of increased transportation access but also some local and regional economic/social benefits (employment opportunities) to the Disadvantaged Communities of Fresno County.

These five projects will be five Studies and/or Operational Plans that will all share an overall philosophy of expanding accessibility on a county-wide basis, specifically benefit all Disadvantaged Communities in concrete ways, employ Electric Vehicles and related equipment, and also employ innovative technologies where possible or feasible. FCRTA believes that the proposed 5 projects will meet the guidelines, criteria, goals, and principles of the Regional Sustainable Infrastructure Planning Program. FCRTA also believes that many new transportation operations, programs, initiatives, and organizations will result from the Studies and Operational Plans.

Cycle 1 Project #1—Study/Operational Plan for Ride Hailing App “Dispatching” of Demand Response Service. This Study will look into the feasibility of creating a new Demand Response service that serves all of Fresno County. This proposed service will make use of a fleet of BYD Electric E6 and/or Chevy Bolt vehicles, have its own separate dispatcher, and would feature an APP (from Easy Rides) that is made available to all program participants through the distribution of a designated quantity of phones for those that sign up for this service but do not have an appropriate phone that can use the Ride Hailing App. The Easy Rides APP would enable those with one to request rides on a real time basis for this proposed service. This service would have a number of E6 and/or Chevy Bolt vehicles (to be determined by the Study) and a like number of Level 2 chargers for the E6 and/or Chevy Bolt vehicles that would be sufficient to cover all of the communities within the service area of FCRTA. A separate dispatcher (based in a city to be determined) and possibly 1-2 support staff would be required for dispatching and administrative support to this program. This Study will determine the Demand Response Service parameters, App use/Dispatching procedures, and the eligibility process (presumably based on low income) for those needing phones. This Study will also look into the capital costs, operational costs, administrative costs, and App/Phone costs including phone service charges.

This Study will also determine which agencies (FCRTA and outside agencies) are best qualified to operate and administer this program. It could be that more than one party is needed to do this. The nature of this Study requires a consultant that can identify and “recruit” multiple outside partners to work together in order to address program goals such as: 1) Funding and distribution of the determined number of phones; 2) Finding an affordable phone service provider and possibly subsidizing some/all of these costs; 3) Determining the responsibilities of Dispatcher/Program Administrator and any other required staff and the total number of required program positions; 4) Identify and address all other issues that need to be resolved in order to provide for a workable service. All resulting program/service costs and funding options would be studied and discussed.

Cycle 1 Project #2—Study/Operational Plan for a Transportation Brokerage. This Study would look into the feasibility of creating a Transportation Brokerage for Fresno County. The proposed Broker (and 3-5 support staff and 3-5 drivers) would be based in a centrally located city to be determined by the Study. This Study would determine the roles, responsibilities, and tasks of the Transportation Brokerage and each of the Brokerage staff. Presumably the program administrator (the Broker) would find out about all available transportation services/modes that could possibly serve Fresno County and look for ways to refer clients to these service providers. The Broker would establish relationships in ALL Fresno County communities in order to help recruit transportation service providers, individual drivers (contractors or volunteer) and any other related, interested parties. Possible partners and interested parties working with the Brokerage could be:

- Community Colleges such as West Hills College, and Reedley College
- Taxi Companies throughout Fresno County
- Non-Emergency Medical Transportation (NEMT) providers in Fresno County
- Common Carriers that provide service in Fresno County
- Social Service Transportation providers in Fresno County
- Medical Clinics and other medical providers in Fresno County
- Non-Profit agencies in Fresno County

The Brokerage would establish an Office/Call Center to receive calls, provide transportation information, and refer callers to possible service providers. A main function of the Brokerage would be to help establish new transportation programs and services in Fresno County through regular outreach and coordination with all relevant parties throughout Fresno County. The Brokerage would also serve as “transport of the last resort” meaning that the Brokerage would have 3-5 E6 and/or Chevy Bolt electric vehicles to provide transportation service when no other transportation service is available, applicable, or affordable. All program costs and funding options would be studied and discussed.

Cycle 1 Project #3—Study/Operational Plan for Expanded NEMT in Fresno County. This Study will look into the feasibility of a responsible party (FCOG Or another relevant party) conducting an RFP (or other approved selection process determined by the Study) to select/designate a qualified existing Non-Profit organization and/or existing Social Service Agency to enter into a transportation service contract through an RFP process with a new or existing Non-Emergency Medical Transportation (NEMT) provider to expand their services countywide (expansion of service area territory, fleet size, staff size, increased number of medical providers serviced, and increased number of NEMT riders). Currently there are at least 5 NEMT providers in Fresno County (per Green Raiteros Business Plan) that could

conceivably be a NEMT provider that expands as a result of this project. The Non-Profit/Social Service agency would serve as the oversight agency/funder of the NEMT that is the winning bidder. This Study will accomplish several things: 1) Determine how feasible this proposed NEMT expansion is; 2) Identify who would be willing candidate Non-Profits/Social Service agencies to perform the required administrative/oversight duties; 3) Identify all existing/potential NEMT providers based in Fresno County (and possibly neighboring counties that serve Fresno County) and analyze them to determine if they are “qualified” to expand their NEMT service as envisioned by this Study. Only qualified NEMT providers would be allowed to bid for NEMT expansion service contract (RFP criteria/requirements would eliminate from consideration any “unqualified” bidder that attempts to submit a bid). This Study would also determine the operational needs and costs and the securing of funds for the capital and operational needs (salaries for drivers, dispatchers, administration) of the NEMT expansion which will require a large quantity of E6 and/or Chevy Bolt electric vehicles, some wheelchair equipped Electric vans, EV chargers, and other specialized vans to accommodate the needs of NEMT operations.

Cycle 2 Project #1—Study/Operational Plan for Expansion of FCRTA Rural Transit Service. This expanded Rural Transit Service would be a hybrid of Rural Transit operations and In-City Demand Response operations, being performed in all FCRTA service areas. FCRTA would obtain from 20-50 BYD E6 and/or Chevy Bolt vehicles to be used in this expanded demand response service. These electric vehicles have a range up to 260 miles which should enable virtually all existing FCRTA service areas to be covered by the E6 in daily operations on a single electric charge. These 50 E6 and/or Bolt vehicles will be backed up by probably 4 wheelchair lift equipped Zenith Electric Vans and 4 ramp-equipped Chevy Mini Vans to provide trips that address ADA accessibility requirements. Most of the 20-50 E6 and/or Bolt vehicles will be stored in a centralized location (most likely in Fowler, but to be determined by the Study) to maximize operational flexibility and electrical charging infrastructure. Some of the E6 and/or Bolt vehicles will be stored and deployed mainly in designated cities to supplement the existing Demand Response service in those cities. Approximately 20-50 Level 2 Electric Chargers will be obtained and installed wherever the E6 and/or Bolt vehicles are stored or deployed. Because of the nature of Rural Transit operations, there will probably be times when the E6 and/or Bolt vehicles are not needed for transit operations and so these vehicles will perform other useful duties such as shuttle driving, staff trips, emergency trips (riders that get stranded) and possibly participating in other transportation programs that FCRTA operates or is a sponsor of, like Taxi Scrip a program for Seniors aged 70 or over. Due to the significant expansion of service being proposed, this Study will also cover how FCRTA will possibly need to expand its staff and operational capabilities in terms of providing more drivers, more dispatchers, and either more maintenance service or the startup of possibly a second maintenance operation outside of Fresno to support the operations of the 20-50 E6 and/or Bolt vehicles wherever the majority of these vehicles end up being based. All costs of this expansion will be thoroughly covered in this Study. All funding options will also be covered in this Study. At this time it is anticipated that one major source of funds will come from the Measure C New Technology Program. But other funding sources will be researched and discussed in this Study.

Cycle 2 Project #2—Study/Operational Plan for Regional Rural Transit Services. Similar to the expansion proposed in Cycle 2 Project #1, but this project will be centered on serving specific regions of Fresno County thus making the proposed transit services specifically tailored to the individual communities that make up a regional service area. FCRTA would obtain 60 BYD E6 and/or Chevy Bolt

vehicles to be used in an expansion of demand response service in three regional service areas: 1) West Fresno County; 2) South Fresno County; and 3) East Fresno County.

Communities that are proposed to make up the West region are:

- Kerman, Mendota, Firebaugh, San Joaquin, Tranquility, Cantua Creek, Three Rocks, El Porvenir, Halfway, Coalinga, Huron, Five Star and Five Points

Communities that are proposed to make up the South region are:

- Rural Unincorporated Fresno, Easton, Raisin City, Caruthers, Arnolds, Riverdale, Lanare, and Laton

Communities that are proposed to make up the East region are:

- Rural Unincorporated Clovis, Auberry (and nearby Mountain Communities), Squaw Valley, Sanger, Del Rey, Fowler, Selma, Kingsburg, Parlier, Reedley, and Orange Cove

Note: The actual placement of communities in the regions will be determined by the Study, as there could be additional locations.

Each regional service area will each have 20 E6 and/or Bolt vehicles that will be stored or deployed either in each community of the region or nearby enough to each community so as to effectively serve each community of a region. The Study will determine how and where vehicles are to be distributed, stored, deployed, operated, and maintained so as to ensure maximum coverage and availability to all communities of each region. It is envisioned that all E6 and/or Bolt vehicles will be used mainly for trips that originate in each regional service area (boundaries to be determined exactly by the Study). Trip destinations could be any city within Fresno County with the City of Fresno being the most popular destination for riders. These Demand Response trips will be intended to operate outside of the service areas of established FCRTA In-City services. But a small portion of the 20 regional vehicles can be used to supplement/back up the In-City services that are located in their own region, when needed. This special service will need its own dispatching and “headquarters” to support the operations of this service. So this Study will look into designating a centralized site for dispatching/etc. The larger cities in each region are probably the likely places for a “HQ” site, but the Study will make the final determinations. 60 Level 2 Electric Chargers will be obtained and installed wherever the E6 and/or Bolt vehicles are stored or deployed. To maximize benefits to residents of each region, it is proposed that the resulting one-way fare for this service not exceed \$1 and be subsidized by a long-term grant(s). Another proposed benefit of this project will be that all drivers required for the new service shall be residents of each regional service area. All costs of this service will be thoroughly covered in this Study. All funding options will also be covered in this Study.

