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Fresno, CA 93721
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www.ruraltransit.org

FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)
MEETING AGENDA

Date: Thursday, July 26 , 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) (1 Case)**

3. CONSENT ITEMS

A. Approve Executive Minutes of June 28, 2018 (ATTACHMENT)

B. Measure C New Technology Application [APPROVE]

Summary: FCRTA is proposing a project submittal for \$998,000 in funding through the Measure C New Technology Reserve Grant Program. The proposed project includes the purchase of fifteen (15) Chevy Bolt electric vehicles and forty (40) Juicebox level 2 chargers to expand the demand response rural transit service. The Rural Electric Vehicle Utilization Project (REVUP) adds capacity to meet additional mobility needs of rural community residents, promote electric charging infrastructure in rural Fresno County communities while reducing toxic air contaminants. The New Technology Reserve Grant Application is available on FCRTA's website www.ruraltransit.org and FCOG's website www.fresnocog.org

Action: Staff recommends Board approval of the Measure C New Technology Application in the amount of \$998,000, and Board Resolution No, 2018-13.

C. Electrify America Application [APPROVE]

Summary: FCRTA is responding to an RFP issued by Electrify America and is proposing a project submittal for \$500,000 to provide education campaigns to increase the public's awareness of and exposure to Zero Emission Vehicles (ZEV's) through targeted campaigns in markets where there are significant opportunities to increase the exposure, consideration, and adoption of ZEVs. FCRTA will partner with Fresno Metro Ministry and CALSTART to develop and operate the various components of an outreach and education program. This program will produce a multi-lingual , media marketing campaign and create regionally appropriate marketing material and messaging ads for schools and the general public in Disadvantaged Communities throughout Fresno County. The Electrify America Application is available on FCRTA's website www.ruraltransit.org and FCOG's website www.fresnocog.org.

Action: Staff recommends Board approval of the Electrify America application in the amount of \$500,000 and Board Resolution No, 2018-12.

D. Temporary Maintenance Site [APPROVE]

Summary: FCRTA will require a temporary maintenance facility while the permanent maintenance facility is being built. A temporary site in Selma has been located at 1870 Dockery in the City of Selma across from the City yard and around the corner from the new maintenance facility site. FCRTA maintenance services will remain at this location for the duration of one (1) year while the new maintenance facility is constructed.

Action: Staff recommends Board authorize General Manager to negotiate a lease agreement for a term not to exceed one (1) year (8/15/2018 - 8/15/2019).

4. ACTION ITEMS

A. Acquisition of Land in the City of Selma for Maintenance Facility [APPROVE]

Summary: The Board approved in April, to designate the City of Selma as the preferred location for the FCRTA maintenance facility. Staff has pursued negotiations and planning/environmental efforts for the facility. A Phase I Environmental Site Assessment was completed on and reported to the Board in June. Based on Phase1 Report, the project site seems supportive of a categorical exemption from CEQA pursuant to State CEQA Guidelines 15332 and it is recommended that FCRTA moves forward and enters into a purchase agreement for the site with a leaseback agreement for a portion of the site with the existing City of Selma Fire Department training facility. The land purchase/lease agreement is available on FCRTA's website www.ruraltransit.org and FCOG's website www.fresnocog.org. Attached is the staff report for your review (**ATTACHMENT**).

Action: Staff recommends Board finds the purchase/lease exempt from environmental review under the California Environmental Quality Act pursuant to the Infill Exemption (Class 32) and Board approval of the Purchase and Sale Agreement, including a leaseback, with the City of Selma for the site to be used as a FCRTA Maintenance Facility. Staff also recommends Board approval of Resolution No. 2018-14.

B. Consideration to Award Contract of FCRTA Maintenance, Intra-City and Inter-City Services [APPROVE]

Summary: The FCRTA released a Request for Proposals (RFP) on April 10, 2018. The contracted services that went out to bid include Maintenance, Inter-City Fixed Routes, and Intra-City Demand Response Services and could be contracted out as one or all three individually. Bidder's proposals were due on May 17, 2018 at five (5) pm. We received four (4) proposals for intra-city and inter-city services; three (3) from national companies and the current subcontractor. We received five (5) proposals for maintenance services; three (3) from national companies for all services, the current subcontractor, and one (1) from a member agency, City of Selma. Interviews for the selected bidders were held on June 7th, 2018. Based on the "best value" proposal/proposals, FCRTA recommends awarding the maintenance contract to City of Selma and awarding the intra-city services and inter-city services for MV Transportation. MV may also be awarded the optional services included in the RFP should the cities decide to execute these options. Caltrans reviewed the entire procurement process and attached is the approval letter FCRTA received from Caltrans. Attached is the staff report providing an analysis/summary of the proposals for your review (**ATTACHMENT**).

Action: Staff recommends Board authorize staff to execute an agreement for maintenance beginning September 4, 2018 and ending June 31, 2021 with option to renew for a 4 year extension with the City of Selma in the amount not to exceed \$2,448,913.62.

Staff recommends Board authorize staff to execute an agreement for intra-city and inter-city service beginning September 4, 2018 and ending June 31, 2021 with option to renew for a 4 year extension, with MV Transportation in an amount not to exceed \$8,589,354.

5. OTHER BUSINESS

A. Items from staff

B. Items from members

6. ADJOURNMENT



FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

Executive Minutes

Thursday, June 28, 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 David Cardenas, City of Fowler
Supervisor Sal Quintero, Fresno County
Mayor Rey Leon, City of Huron
Mayor Pro Tem Gary Yep, City of Kerman
Mayor Michelle Roman, City of Kingsburg
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
Janelle Del Campo, Associate Transit Planner FCRTA
Jeaneen Cervantes, FCOG

Absent:

Mayor Felipe Perez, City of Firebaugh
Mayor Rolando Castro, City of Mendota

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

1. ROLL CALL – Meeting called to order at 6:47 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.

2. **CONSENT ITEMS**

- A. Approve Executive Minutes of May 31, 2018
- B. FCRTA Drug and Alcohol Policy Update
- C. FCRTA Transportation Development Act (TDA) Claim (APPROVE)
- D. Fresno County Transportation Authority (FCTA) Measure C Allocation FY 2018-19 (APPROVE)
- E. FCRTA/FEOC CTSA Rural Transportation Development Act Claim (APPROVE)
- F. Regional Transportation Plan 2018 Draft Comment Letter from Caltrans (INFORMATION)
- G. Request for Proposal (RFP) Update (INFORMATION)
- H. TMTTP Consulting RFP Consultant Agreement Extension (APPROVE)
- I. Acquisition of Land in the City of Selma for Maintenance Facility (INFORMATION)

Mayor Leon (Huron) absent from vote.

A motion was made by Mayor Pro Tem Yep (Kerman) and second by Mayor Lopez (Orange Cove).
A vote was called and motion carried.

3. **ACTION ITEMS**

A. **Federal Transit Administration (FTA) Section 5311 Application 2018-19 [APPROVE]**

You have before you our annual operating assistance budget from the FTA. This is a grant application FCRTA for all operations within the FCRTA subsystems.

Caltrans has gone to a computerized system with the help of other transit agencies we have been able to catch up on the reimbursements as I reported a year ago they were always a year to two years behind and not too many agencies have \$1.5 million to float or front with no interest. I'm pleased to report they're on schedule with reimbursements and staff recommends the board approval on the attached resolutions.

Mayor Leon (Huron) absent from vote.

A motion was made by Council Member Beck (Reedley) and second by Mayor Lopez (Orange Cove). A vote was called and motion carried.

B. **FCRTA 2018-2019 Annual Budget [APPROVE]**

I'm pleased to report that this budget reflects all our projects in capital and operations for the upcoming year as well as including the two new Express Routes one from Coalinga to Fresno with 5 stops compared to the 17 existing stops. We hope to get those buses in September or October. The other Express Route Orange Cove to Fresno with 5 stops instead of 12 existing stops. We hope to supplement the rest of the inter-city routes the same way we're seeing a need for the express routes. We could convert those existing routes with 17 stops to express routes depending on ridership and I think we have to be diligent and also provide the opportunity for passengers to take advantage of those new routes. This will be a big addition to a lot of communities and also we will be replacing some of the inter-cities route vehicles with electric buses. They should be in service addressing the air quality in Fresno County.

We will need to open this item for a public hearing.

Mayor Vosburg (Coalinga) inquired about the Coalinga Express Route about the scheduled times?

Moses response, it will save approximately one (1) hour to 1 hour and 15 minutes. We will still serve all those unincorporated communities in between Coalinga & Fresno.

Mayor Dhaliwal (San Joaquin) inquired about the operating systems and capital reserves?

Moses response, capital reserve is funding that is in the reserve allocation that is to be carry over year to year and we carried over approximately \$6 million and after the expenditures of new buses – we had eight (8) new El Dorado of about approximately \$4 million total. And two (2) CNG buses cut-aways and electric vehicle shuttle vans along with other maintenance expenses. The reserves are set aside categorized under capital reserves in the event we need to allocate the funds for match and or additional services or equipment as needed.

Mayor Dhaliwal (San Joaquin) opened to the public for comment. No public comments.

A motion was made by Mayor Cardenas (Fowler) and second by Mayor Pro Tem Yep (Kerman). A vote was called and motion carried.

C. **Month to Month Extension of Current Service Agreement with FEOC [APPROVE]**

Item should be corrected to read a 2 month extension not three with our current subcontractor. I have spoken to the provider and they are in agreement with the terms.

Caltrans should be awarding the pre-award letter under **Consent: Item 2G**. I will be presenting this on next board meeting of July 26, 2018.

4. **Other Business**

Janelle Del Campo and I were invited to Central California Legal Services on June 22nd, 2018 and we provided a power point presentation to about 75 to 100 staff members which included their Executive Director, Judge Hoff and attorneys from 5-6 counties. We provided the presentation based on FCRTA's services throughout Fresno County and the two inter-regional services Kings County and Tulare County. At the end of the program we had Questions and Answers.

We had a former Proteus client from Parlier that took the Orange Cove Transit to Fresno to the Fresno training site. She completed her training and now is employed with CCLS. She was very complimentary for the services she received from FCRTA for 4 months and she said without the public transit she probably wouldn't be employed with CCLS.

They have invited us to join them with the court services to enhance and expand the availability of public transit access to the courthouse. We will be working with them and referring them to Green Raiteros as well.

It was a compliment to the FCRTA and the Board for the vision you maintain in providing services to the transit dependent.

Mayor Lopez (Orange Cove) congratulated Moses.

Moses also stated that he is working with the City of Selma Girls and Boys Summer Program and with the Swim Program it's working very well and we're trying to complement the existing transit service even though it's stretched at times with the existing demand response due to driver shortages by our current provider. We're working with the City of Kingsburg the Recreation Program transporting kids a block or two away and is working well because it increases ridership.

The last two items are the safety and security lighting that we completed in the City of Kerman and the City of San Joaquin. The City of Mendota and City of Firebaugh are next. Lastly, City of Kingsburg will be getting a fast fill compressed natural gas (CNG) unit, it should be arriving within 4-6 weeks. We're starting to convert to fast fill units where we can eliminate our CNG position as we transfer out of that which requires less maintenance and you will be able to accommodate your waste trucks.

B. **Items from Members**

5. **ADJOURNMENT**

Meeting adjourned at 7:15 p.m.

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

Respectfully Submitted,



Moses Stites
General Manager

**NEW TECHNOLOGY RESERVE GRANT PROGRAM
ADVANCED TRANSIT AND TRANSPORTATION PROJECTS**

Fiscal Year 2018-2019 Grant Application

Project/Program Name/Description: FCRTA Rural Electric Vehicle Utilization Project (REVUP)

Lead Agency (Applicant) Legal Name: Fresno County Rural Transit Agency

Physical Address (No P.O. Box): 2035 Tulare Street, Suite 201

City: Fresno

County: Fresno

Zip: 93721

Contact Person (Grant Manager): Janelle Del Campo

Phone: 559-263-8023

Email: delcampo@fresnocog.org

Name of Authorizing Representative certifying that the information contained in this application is true and accurate:

Printed Name: Moses Stites Title: General Manager

Email Address: mstites@fresnocog.org

Signature: *Moses Stites*



Fresno Council
of Governments

2035 Tulare Street, Suite 201
Fresno, CA 93721
(559) 233-4148

APPLICANT CHECKLIST/TABLE OF CONTENTS

Applicants should use this checklist to ensure that all applicable parts of the application and attachments are completed and submitted.

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BACKGROUND

The Fresno Council of Governments (Fresno COG) is seeking proposals from eligible public agencies for advanced transit projects that have the potential for broad benefits to Fresno County residents and will assist the region in meeting its air quality goals. Fresno COG is proposing to fund projects of regional significance in the areas of research, development, demonstration, and deployment that will advance public transit and transportation.

Fresno COG is a consensus builder, developing acceptable programs and solutions to issues that do not respect political boundaries. Fresno COG is a voluntary association of local governments, one of California's 38 regional planning agencies, and one of 500+ nationwide. In 1967 elected officials of Fresno County and its incorporated cities informally created the agency, formalizing Fresno COG in 1969 through a Joint Powers Agreement. Fresno COG undertakes comprehensive regional planning with an emphasis on transportation, provides citizens an opportunity to be involved in the planning process, and supplies technical services to its members.

Fresno County voters approved Measure C, a ½ cent transportation sales tax, in 1986 and again in 2006. Fresno COG prepared the Measure C Expenditure Plan, a guide to how \$1.2 billion in Measure C transportation dollars will be spent through the year 2027. It was prepared with our partners, the cities, the County, Caltrans and the Fresno County Transportation Authority (administrators of the tax) and other community stakeholder groups. In its first 20 years, Measure C delivered more than \$1 billion of improvements to state highways and county roadways, and has helped the building of additional lanes and freeway improvements throughout the County. As a result of the successful original measure, Fresno County voters chose to extend Measure C for an additional 20 years. The Measure C Extension (2007-2027) not only funds improvements of local roadways by repairing potholes and paving streets and sidewalks, but also funds ride-share incentive programs and environmental enhancement programs.

The Fresno County Transportation Authority (FCTA) is the entity created by legislation to administer the Measure C Program(s) and ensure the revenue is received and distributed appropriately. Fresno COG is responsible for the implementation of several Measure C programs including the Measure C New Technology Reserve Grant Program (New Technology Grant Program). For information on the Measure C sales tax visit www.measurec.com.

This Request for Proposals (RFP) is being issued to eligible public agencies within Fresno County including the Fresno COG, Fresno County Rural Transit Agency, Fresno County, and the cities in Fresno County who propose projects meeting the eligibility requirements of the Measure C New Technology Reserve Grant Program and demonstrate the need for advanced transit and transportation. Entities deemed ineligible to apply for New Technology Grant funds may apply as a partnering agency but **must** partner with an **eligible** applicant that will be responsible for implementing the project. **Agencies wishing to partner with Fresno COG must submit an electronic copy of their proposal by June 21, 2018.** The implementing agency assumes responsibility and accountability for the use and expenditure of program funds. The eligible public agency will need to sign a Cooperative Agreement with the FCTA.

FUNDING DISTRIBUTION/TIMELINE

The Measure C New Technology Program makes **\$6,400,000** available for the Fiscal Year 18/19 award cycle. An additional \$15,000,000 - \$18,000,000 can be made available over time through the next 8 years. Fresno COG will release an Application for New Technology Projects/Proposals on a biennial basis.

Fresno COG is committed to ensuring that grant funding from the RFP is equally distributed throughout the Fresno County Region to the extent feasible. From the most qualified proposals with the highest scores, Fresno COG will select projects for funding in a manner that is consistent with this commitment.

Fresno COG reserves the right to reject all proposals and make no awards under this announcement if the proposals submitted do not meet the goals of this RFP.

TIMELINE:

ACTIVITY	DATE
Request for Proposals Released	April 16, 2018
Last day to submit requests for clarification	June 4, 2018
NEW: Deadline for Electronic Proposal Submittal for agencies wishing to partner with Fresno COG	June 21, 2018
Deadline for Proposal Submittal	July 23, 2018
Scoring (Tentative)	July 25 - August 10, 2018
Potential Interviews (Tentative)	Week of August 20 - 24, 2018
Policy Board Approval (Tentative)	September 27, 2018
FCTA Board Approval (Tentative)	October 10, 2018
Notice to Proceed - Subject to Contract Signing (Tentative)	January 2019

GOALS AND OBJECTIVES

The goal of the New Technology Reserve Subprogram is the set-aside Measure "C" funding to finance new transit technologies that may be developed in the future. To further its Measure C New Technology Program goals, Fresno COG is focusing on technological advances in public systems, safety features, fuel efficiencies and alternatives, intelligent transportation system (ITS) applications, and information dissemination. These areas help to promote passenger safety and satisfaction, attract customers, improve capital and operating efficiencies, reduce environmental pollution, and ease dependence on fossil fuels.

Expenditures on funded projects must be directed into the Fresno County economy, and must have a strong potential to attract future financial investment in that economy. To the extent possible, the Measure C New Technology Program funds should be used to leverage additional funding from other sources to create more viable projects.

Examples of eligible projects or project components include, but are not limited to:

1. The evaluation of viability and local benefits of new transit technologies.
2. Planning, design and construction of new transit technologies, including construction of track and ancillary improvements
3. Purchase of vehicles only if they are an integral part of a new-technology system, not replacement vehicles in an already existing system; hiring of staff to seek additional funding for new transit technologies after project is awarded
4. Environmental Review
5. Right-of-way acquisition
6. Other necessary projects, programs, systems, or services that enable new technology transit and transportation systems to provide the desired objectives.

The 2016 cycle awarded the following types of projects:

1. Public transit buses retrofitted with Near-Zero Emission engines
2. Electric public transit buses
3. Electric school buses
4. Solar tree charging stations
5. Electric aircraft/commercial flight training service
6. University Transportation Institute

APPLICANT ELIGIBILITY

Public Agency

This application is open to selected eligible public agencies within Fresno County. These agencies include:


- Fresno Council of Governments
- Fresno County
- Incorporated cities within Fresno County
- Fresno County Rural Transit Agency

Entities deemed ineligible to apply for New Technology Grant funds may apply as a partnering agency but **must** partner with an **eligible** public agency that will be responsible for implementing the project. Eligible public agencies wishing to partner will need a resolution from their governing body. This resolution must be submitted as an attachment to this application. In addition, public agencies must attach an authorizing resolution, designating a person authorized to sign on behalf of the agency, as an Appendix to the application. Furthermore, if a school district is one of the partnering agencies, a resolution from the school district's board must be submitted as an attachment to this application.

Eligible Public Agencies must provide a representative's contact information.

Legal Name of Applicant: Fresno County Rural Transit Agency		
Address: 2035 Tulare Street, Suite 201		
City, State, and Zip: Fresno, CA 93721	Phone: 559-263-8023	Email: delcampo@fresnocog.org

Eligible Public Agency's Representative

Name (print): Janelle Del Campo	Title (print): Associate Transit Planner
Signature: 	Date: 7/23/18
Email: delcampo@fresnocog.org	

APPLICANT ELIGIBILITY

Civil Rights

Describe any lawsuits or complaints that have been received or acted on in the last year based on Title VI of the Civil Rights Act or other relevant civil rights requirements by the partnering agency and/or the eligible applicant. This list should include only those lawsuits or complaints that pertain to allegations of discrimination on the basis of race, color, and/or national origin that pertain to the department of the agency submitting this application, not necessarily the larger agency of which the applicant is a part.

FCRTA is submitting the following response for the Civil Rights Requirement:
THERE WERE NO LAWSUITS OR COMPLAINTS RECEIVED OR ACTED ON IN THE
LAST YEAR RELATING TO TITLE VI OR OTHER RELEVANT CIVIL RIGHTS
REQUIREMENTS

Furthermore, provide a status of lawsuits or an explanation of how complaints were resolved including corrective actions taken.

If **NO** lawsuits or complaints were received or acted on – subrecipient must provide the following statement:

THERE WERE NO LAWSUITS OR COMPLAINTS RECEIVED OR ACTED ON IN THE LAST YEAR RELATING TO TITLE VI OR OTHER RELEVANT CIVIL RIGHTS REQUIREMENTS.

Disadvantaged Business Enterprise

Disadvantaged Business Enterprise (DBE) Requirements

All successful applicants must submit a completed *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement* with their signed Standard Agreement contract.

GRANT APPLICATION PROCEDURES

Project Selection Process

All project applications will be evaluated in accordance with the scoring criteria on pages 8-23 to determine the extent to which the proposed project meets the overall program goals and objectives of the programs. **Fresno COG will use volunteers from various multidisciplinary groups to recommend projects for funding through a competitive process and recommend funding levels.**

Fifteen (15) bound hard-copies, one (1) reproducible copy and one electronic copy (on CD or flash drive) of the **application must be submitted to Fresno COG before noon on July 23, 2018.** All copies shall be securely bound, e.g. spiral or comb bound (no clips, clamps, ringed binders, or rubber bands) except for the one reproducible copy. **All printing (including appendixes, but excluding maps) shall be limited to no more than 50 pages. All printing must be double-sided. If an application is single sided or over 50 double-sided pages, it will be rejected.** The original application must be marked "ORIGINAL COPY". All documents contained in the original application package must have original signatures. The copies of the application may contain photocopies of the original package (so long as the maps, photographs and other detailed exhibits are in color and/or high resolution that clearly depicts all relevant information.)

Applications must be submitted to the following address:

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


To the attention of: Peggy Arnest

Inquiries and Updates: Requests for clarification regarding this application must be submitted in writing via email to Peggy Arnest at parnest@fresnocog.org, and received by Fresno COG no later than 4:00 pm, Monday, June 4, 2018. Such information as is reasonably available and will facilitate preparation of responses hereto; requests for clarification and associated responses; and any Addenda to this RFP will be posted at: <http://www.fresnocog.org/Doing-Business-With-Fresno-COG> and will not otherwise be distributed.

The information in this application is public record. Therefore, applicants should not include information regarded as confidential.

GRANT APPLICATION PROCEDURES

Transmittal Letter

A. Applicant Information:	
Legal Name: Fresno County Rural Transit Agency	
Address: 2035 Tulare Street, Suite 201	
City/State/Zip: Fresno, CA 93721	
Contact Person: Janelle Del Campo	
E-mail: delcampo@fresnocog.org	
Phone: 559-263-8023	Fax: 559-233-9645
B. Project Type (check one):	
<input checked="" type="checkbox"/> Capital Only	<input type="checkbox"/> Capital and Operating
<input type="checkbox"/> Operating Only	<input type="checkbox"/> Other, please specify __Planning Project__
C. Project Information:	
Project Title: FCRTA Rural Electric Vehicle Utilization Project (REVUP)	
Project Description: Purchase 15 Chevy Bolt electric vehicles and 40 JuiceBox Level 2 chargers that <i>(Location/Boundaries, Nature of Project, Scope)</i> will be used to expand FCRTA's rural transit service in rural Fresno County.	
D. Funding Request:	FFY 2018/2019
New Technology Funds Request:	\$748,000.00
Total Matching Funds: <i>(DOT federal, state, local, private, etc.)</i>	\$250,000.00
Total Cost of Project:	\$998,000.00
E. Authorized Signature:	
Name (print):	Moses Stites
Title (print)	General Manager
Signature: 	Date 7/23/18

PROJECT/PROGRAM ELIGIBILITY - Subjective Evaluation (0 – 15 points)

APPLICATION INSTRUCTIONS:

NARRATIVE RESPONSES SHOULD BE CLEAR, COMPLETE, AND CONCISE. INSERT ADDITIONAL SPACE WHERE NEEDED TO COMPLETE QUESTIONS (e.g., application for page 8, continuing pages should be numbered 8a, 8b, 8c...etc.). ALL ADDITIONAL DOCUMENTATION SHOULD BE INCLUDED IN A DISTINCTLY LABELED SECOND PART OF YOUR APPLICATION LABELED AS THE "APPENDIX." THE NARRATIVE SHOULD INDICATE SPECIFIC DOCUMENTATION AND INCLUDE A REFERENCE TO WHERE IT CAN BE FOUND IN YOUR APPENDIX. USE MULTIPLE TABS IN THE APPENDICES, IF NEEDED, TO IDENTIFY CORRESPONDING DOCUMENTATION.

1. Provide a brief executive summary of your project/program – **no more than 100 words**. Include a description, objective, information on the organization and the partnering agency (if any). Provide a summary of the funding request, total project/program cost, and important timelines. There is a question asking for a detailed description of the project/program in the Readiness section on page 11.

FCRTA is the transit provider for the rural areas of Fresno County and provides primarily two types of transit service, intra-city demand response and inter-city fixed route. FCRTA will purchase and operate 15 Chevy Bolt electric vehicles, 40 JuiceBox Chargers and Syncromatics Ride Hail App. Chevy Bolt electric vehicle and Ride Hail will be used to expand FCRTA's existing demand response rural transit service for the rural communities in Fresno County. FCRTA is requesting \$748,000 in funding and total project cost is \$998,000. Project will take approximately 10 months starting in January and completion expected by October 2019.

2. **Briefly** describe the geographic area that will be served by the project/program.
Attach an 8½ x 11 map of the service area.

The geographic area served by the project includes a large portion of rural Fresno County outside the City of Fresno-Clovis Metropolitan Area (FCMA) that is currently served by the Fresno County Rural Transit Agency (FCRTA) transit services. The proposed project will use new electric-powered vehicles that will operate in the same area as the existing FCRTA Rural Transit Service. The rural transit service area that will be served by this project are areas located outside the sphere of influence of the 13 incorporated cities of Fresno County--Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, and Selma. Map of FCRTA service area is attached in Appendix A.

PROJECT/PROGRAM ELIGIBILITY - Subjective Evaluation (continued)

3. Briefly list and describe all agencies with which your eligible public agency will partner with on this project/program. (If your public agency is not partnering, then please skip to the next page.)

This information should include, but not be limited to the following:

- General business history

The proposed project is not applicable to this section.

- General experience with the development and implementation of transportation projects/programs
- Specific experience with projects similar to the proposed project/program
- Ability to deliver projects/programs in a timely manner. Provide examples.

PROJECT/PROGRAM ELIGIBILITY - Subjective Evaluation (continued)

4. Briefly describe the following aspects of your project/program, if applicable:

- Consistency with the most current adopted Regional Transportation Plan & Sustainable Community Strategy (RTP/SCS). Cite applicable verbiage from the 2014 RTP/SCS and the Chapter and Page numbers where found.

The 2014 RTP/SCS Chapter 4 Section 4.12 Page 4-25: calls for an expansion and improvement of the public transit network and transit service on new and existing routes, resulting in greater transit accessibility.

This project is consistent with Section 4.12 in that it will expand the existing public transit network in Fresno County by expanding FCRTA's existing rural transit service using electric vehicles to increase accessibility for rural residents located outside the sphere of influence of the 13 incorporated cities.

The 2014 RTP/SCS Chapter 4 Section 4.4 Page 4-5: the GHG targets set for the Fresno region call for a 5 percent per capita reduction by 2020, and a 10 percent per capita reduction by 2035.

This project is consistent with Section 4.4 in that it will utilize electric vehicles for the expansion of the rural transit service so this service expansion will not increase GHG emissions in the Fresno County area as well as reduce vehicle miles traveled from new passengers utilizing the rural transit service expansion instead of a gasoline passenger vehicle.

The 2014 RTP/SCS Chapter 5 Section 5.5 Page 5-76: Maintain service for the transit dependent population (i.e. elderly and disabled). Basic services are literally a lifeline between this growing segment of the population and required services to sustain one's quality of life.

This project is consistent with Section 5.5 in that it will expand the existing rural transit service that provides a lifeline service for rural transit dependent populations that may not have access to transit otherwise.

- Describe how this project/program will be integrated into the member agency's circulation element of its general plan or their Complete Streets Policy.

This proposed project is already integrated into the circulation element of the general plan because the transit uses are already approved and a part of the Circulation Element of the general plan; this project promotes a safe and efficient transit system that provides service to residents without access to automobiles; considers the transit needs of senior, disabled, low-income, and transit-dependent persons; and will make use of the existing circulation or road network in Fresno County while enhancing it because the proposed service will presumably save trips and take cars off the road.

PROJECT/PROGRAM ELIGIBILITY - Readiness (0 – 10 points)

1. Provide a detailed description of the project/program.

Fresno County Rural Transit Agency, with CALSTART as a subcontractor, is proposing the Rural Electric Vehicle Utilization Project (REVUP) and requesting \$748,000 in capital funding for a project that will include the purchase of 15 Chevy Bolt electric vehicles, 40 JuiceBox charging units and Syncromatics "Ride Hail" smartphone app. Total project costs are estimated at \$998,000. The Bolts can hold four passengers and they have an EPA-estimated 238-mile range on a full charge. Bolts have several charging capabilities that allow up to a 90-mile range after approximately 30 minutes of charging time, depending on the charger.

2. Describe the project/program work plan. This section of the application documents the current delivery phase of a project/program and the applicant's proposed schedule for implementation. For each of the project milestones or significant stage in development, applicants must list the dates that previous milestones were completed or the dates applicants anticipate completing current and/or future milestones.

The project work plan involves the significant stages of purchasing and delivery of the 15 Chevy Bolt electric vehicles and installing JuiceBox Chargers and Ride Hail App. The notice to proceed will be issued tentatively January 2019 and will be completed May 2019. 15 Chevy Bolt vehicles will be ordered May 2019 and will be delivered July 2019. The JuiceBox Chargers will be ordered May 2019 and will be delivered by July 2019. The Ride Hail App will be installed in May 2019 and will be tested on the rural transit service starting in July 2019. The vehicles will be tested on the existing rural transit service and charging stations in August 2019 and will then be operational for the expansion of the rural transit service by October 2019. A project work plan with dates is attached in Appendix C.

3. Applicants must demonstrate the ability (staff and resources) of the agency to complete the project/program on time and within budget. Attach a project/program schedule in the appendix.

FCRTA has a long history of delivering projects/programs in a timely manner and within budget. FCRTA routinely carries out and administers a variety of grant projects using both State and Federal funds. These grant projects include the procurement and operation of transit vehicles, the installation of transit infrastructure and equipment, and transit operations. FCRTA has repeatedly shown that it usually requires only a few months lead time for the establishment of new bus services.

Continued from Page 11, Question 1- Description of Project:

These 15 Chevy Bolt vehicles will be used to expand the existing FCRTA Rural Transit service. The rural transit service was introduced during Fiscal Year 2014-15, and this service addresses the previously unmet transit needs of truly rural area residents living beyond the existing FCRTA subsystem transit service areas outside the sphere of influence of each city. The rural transit service provides trips to these rural area residents that are lifeline services. Due to the unique nature of the rural transit service, trips are often individualized making the Chevy Bolt an ideal vehicle for this service compared a larger bus. The Syncromatics Ride Hail smartphone app will be a part of the rural transit service expansion. The Ride Hail smartphone app is a new dispatching App that would enable users to request rides for the demand response rural transit service using a smart phone App or url website. The Ride Hail app will also attract new customers and improve operating efficiencies since it will be incorporated into FCRTA existing dispatching operations. FCRTA will work to increase the existing amount of rural residents that utilize the rural transit service and group trips together to increase efficiency and also recommend new eligible passengers utilize other available services such as the Taxi Scrip Program.

Upon receipt of the notice to proceed on the project from Fresno COG tentatively January 2019, the Chevy Bolt vehicles will be purchased and ordered from local dealerships in rural Fresno County in May 2019. FCRTA will purchase 40 JuiceBox EV Charging Stations to charge the vehicles. The chargers will be installed at each of the 13 Fresno County incorporated city's police departments, community centers and maintenance yards and one at the FCRTA maintenance yard. The JuiceBox chargers are Level 2 chargers capable of up to 18kw and 75 Amp output and are compatible with all EV models. 13 of the electric vehicles will be stored at the 13 incorporated city's municipal yards and the 2 remaining electric vehicles to be used as back-up vehicles will be stored at FCRTA's maintenance facility. FCRTA currently has 4 ADA accessible vans that will be used in replace of a Chevy Bolt vehicle to accommodate any disabled passengers. The electric vehicles will be tested on the charging stations and operationally on the rural transit service route and the vehicles will be put into service in October 2019. Proposed locations for 40 JuiceBox Chargers are attached in Appendix B.

Continued from page 11 Question 3- Ability to complete project:

For example, the new Big Trees Transit service in 2015 and the College Routes in 2016 were all planned, developed, and implemented within six months of the decision to begin these services. CALSTART will also provide an additional resource as a subcontractor and provide technical and administrative services to complete the project on time. CALSTART has a long history of delivering projects/programs in a timely manner and routinely carries out and administers a variety of grant projects. CALSTART has been helping deploy clean transportation projects in Fresno County since 2015 and has brought over \$17 million in new project funding to the region. Examples include two regional summits focused on clean transportation vehicles and technology that have drawn hundreds of attendees and has helped deploy a wide array of vehicles within disadvantaged communities in the region including electric linen delivery trucks and the first production electric aircraft in the Unites States focused on developing flight training opportunities for youth from the cities of Reedley and Mendota. A project schedule is attached in Appendix D.

PROJECT/PROGRAM ELIGIBILITY - Environment (0 – 5 points)

1. Describe if and how the project/program will reduce greenhouse gas emissions.

By using zero-emission battery electric vehicles instead of gasoline vehicles for the expansion of the rural transit service, this service expansion will not increase GHG emissions or criteria pollutant emissions in the Fresno County area. Generally speaking, a typical passenger vehicle emits about 4.6 metric tons of CO₂ per year, compared to an electric vehicle that does not emit any CO₂. Based on calculations, this project will be expected to achieve an emission reduction of 59.32 metric tons of CO₂ per year through implementation of electric vehicles on the expansion of the rural transit service. Description of this project's GHG emission reduction is attached in Appendix E.

2. Describe if and how the project/program will improve the environment in other ways.

This project will improve the environment in other ways by promoting reliable/efficient mobility, meet GHG reduction goals, promote energy conservation, and preserve the land, resources and character of Fresno County. FCRTA proposes expanding its rural transit service which will utilize Chevy Bolt electric vehicles, these vehicles will have zero emissions thus working to reduce GHG emissions. By using electric vehicles FCRTA is promoting energy conservation and helping reduce air pollution in Fresno County. The Chevy Bolt vehicles will be refueled using JuiceBox chargers that are mounted to an existing structure so no aspect of this project will necessitate any changes to the open land or environment in Fresno County. There will be no changes to traffic patterns or rural or urban development. This project will be an expansion of FCRTA's existing transit services and will have no significant impact on the environment or the natural character of Fresno County. Typically, transit service by nature does very little, if anything, to burden the environment it operates in.

PROJECT/PROGRAM ELIGIBILITY - Public Benefit (0 – 15 points)

1. Describe how the project/program will impact and provide a direct public benefit to Fresno County residents that are both transit and non-transit users.

The proposed REVUP project provides a direct public benefit to Fresno County residents that are both transit and non-transit users by helping economies, disadvantaged communities, reducing air pollution and expanding service. The expansion of FCRTA rural transit service will utilize electric vehicles that will reduce GHG emissions for both transit and non-transit users and the air quality benefits will help improve overall health of residents living in an area with some of the highest levels of air pollution in the country. A major transit system that relies on zero-emission technology which will produce limited to no GHG emissions will represent an important step in improving local health and providing a direct public benefit to both transit and non-transit users.

2. Explain the public need for the project/program.
If applicable, attach a feasibility study for the project/program as an appendix. If one is not available, provide justification to how the public need was determined.

FCRTA believes there is a demand for increased service in the existing rural transit service for Fresno County residents located outside the sphere of influence (SOI) of the 13 incorporated cities in Fresno County. The rural transit service was introduced during Fiscal Year 2014-15, and this service addresses the previously unmet transit needs of truly rural area residents living beyond the existing FCRTA subsystem transit service areas outside the SOI of each city. These residents located outside the sphere of influence of the 13 incorporated cities in Fresno County have limited to no access to transportation.

3. Describe how the project/program will improve the economic vitality of Fresno County.

This project includes the expansion of the existing rural transit service which will support the economic vitality of Fresno County by helping increase the access of people to job/educational opportunities throughout the County and will provide some employment opportunities that may go to residents of disadvantaged communities. Increased public transportation boosts local economies, by providing both transit-related employment opportunities as well as helping particularly low-income people reach places of employment and commerce that they might not otherwise be able to get to. The proposed expansion of the existing rural transit service will provide demand response rides from small rural disadvantaged communities into the Fresno/Clovis area for medical services and employment or educational opportunities.

Continued from Page 13 Question 1- Public Benefit:

This project will enhance the existing service providing benefit to transit users from disadvantaged communities going to Fresno/Clovis for doctor appointments and employment or education opportunities. This project adds capacity for FCRTA to meet the mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services and enhancing it with the Ride Hail Mobile App, and avoids the addition of new programs for rural residents to have to learn to access. Increased public transportation also boosts local economies, by both providing transit-related employment opportunities as well as helping particularly low-income people reach places that they might not otherwise be able to get to. By utilizing electric vehicles for rural transit service, the general public, and many local public agencies, will become more comfortable with electric cars, electric trucks, and electric buses as viable alternatives to conventional internal combustion engine technology. Wider acceptance of zero emission electric transportation options in Fresno County will further increase air quality benefits and lower the cost for transportation for Fresno County residents due to the lower cost for electric vehicles in terms of fuel and maintenance costs.

Continued from Page 13 Question 2- Public Need of Project:

FCRTA currently operates intra-city demand response services that are available to residents located inside the SOI of each incorporated city as well as multiple fixed route inter-city services where many of the stops are not accessible for those residents living outside the SOI in these rural areas. While there is currently not a feasibility study, FCRTA will be doing a study with SB1 Sustainable Infrastructure Planning Grant funding to research expanding FCRTA's rural transit service and as well as a regional rural transit service that will create service regions for rural transit service using electric vehicles. The study will produce a detailed operational plan for both the rural transit study and regional rural transit study and will further the goal of deploying new and innovative ideas by incorporating electric vehicle technology with these non-traditional transit service projects. The rural transit service began with under 20 passengers and there are now currently 80 active rural transit riders indicating there is a demand for this service in the rural communities. The proposed rural transit service expansion will add substantial service to FCRTA's existing demand response rural transit service, increasing non-traditional transit options for residents located outside the sphere of influence of the 13 incorporated cities in Fresno County. By expanding the rural transit service, FCRTA will be able to accommodate a greater amount of rural transit riders and additionally refer them to other eligible program such as the Taxi Scrip Program. Increasing access to transit is also consistent with the goals and best practices of Fresno COG's RTP/SCS, 2014 RTP Guidelines and CTP 2040. Map of rural transit riders attached in Appendix F.

Continued from Page 13 Question 3- Improve economic vitality of Fresno County:

The project will provide rural residents, including disadvantaged and transit-dependent populations, with a high quality transit option that is safe and efficient, allowing those residents to reach Fresno easily and contribute to the local economy through their own commerce or employment. FCRTA has always seen itself as a contributor to the economy of Fresno County as a whole by providing needed transportation service on a large scale.

Several studies conducted on communities elsewhere in the United States indicate that public transit improvements and transit oriented development can improve economic opportunities and reduce poverty rates. It is expected that the proposed project (as well as other transit developments) would have a similar effect in Fresno County. Many low-income people cannot drive due to disability, financial, or legal constraints, and those that do often have unreliable vehicles and frequently need alternative mobility options. As a result, it is not surprising that when disadvantaged populations have access to high-quality transit options, the labor participation increases, particularly by lower-income workers, improving the regional economy.

PROJECT/PROGRAM ELIGIBILITY - Public Benefit (continued)

4. Describe the safety/security features of the project/program.

Research has indicated that public transportation, in general, is a relatively safe (low crash risk) and secure (low crime risk) transport mode and as such, the proposed project will provide safe means of transportation for rural Fresno County residents, including those from disadvantaged community groups. This project will increase the safety of riders using electric vehicles and the expansion of the FCRTA rural transit service. The Chevy Bolt electric vehicles to be purchased for this project have safety features that typical sedans do not have including stability control system that automatically senses when the vehicles handling limits have been exceeded and reduces engine power and/or applies select brakes to help prevent the driver from losing control of the vehicle as well as 10 airbags, front impact airbags, side impact airbags, overhead airbags and knee airbags to protect the passengers in any type of collision. The Chevy Bolt vehicles to be purchased for this project will also be equipped with a security camera within the vehicles interior.

5. How will the project/program improve accessibility for disabled Fresno County residents?

A majority of FCRTA's current ridership consists of disadvantaged, transit-dependent populations in rural Fresno County communities, including the elderly and disabled. Many of these residents do not have a cost effective and efficient means of reaching destinations in Fresno. The existing rural transit service is an affordable service and features 4 vehicles and this project proposes adding 15 Chevy Bolt electric vehicles to expand this rural transit service. The 4 ADA accessible vehicles will be allocated for disabled Fresno County residents improving accessibility for the disabled Fresno County residents for this service. This project is an expansion of the existing rural transit service and will improve accessibility by using the existing dispatch services and avoiding the addition of new programs that rural disabled residents would have to learn how to use.

The Ride Hail Mobile App will be incorporated into the existing dispatch for the rural transit service expansion to attract new passengers and accommodate existing passengers that would like to use a Mobile App or URL website to request a ride providing improved access to demand response service for passengers and disabled passengers.

6. Describe how the project/program will improve connectivity and enhance current transportation operations.

The REVUP project is an expansion of the current FCRTA rural transit service and will enhance the current transit operations. This project will increase the accessibility to transit service for many residents throughout Fresno County that have little or no access to transit services. This project will expand the current rural transit service with the Ride Hail Mobile App and will result in demand response service that is more flexible, reliable, and easier to use.

Continued from Page 14 Question 6- Improve Connectivity and Enhance Current Transit Operations:

The expanded rural transit service will serve areas that were previously underserved or not served at all and provide more access and connectivity to activity/job centers in Fresno/Clovis area. The 15 Chevy Bolt electric vehicles to be purchased for this project will be dedicated expanding the Rural Transit service making it more timely and efficient than the current demand response service. This project enhances current operations and adds capacity for FCRTA to meet the mobility needs of rural community residents, add innovative and non-traditional transit services in rural Fresno County's disadvantaged communities, enhancing the existing dispatch and routing services, and avoids the addition of new programs for residents to have to learn to access.

PROJECT/PROGRAM ELIGIBILITY - Innovation (0 – 25 points)

1. Identify and clearly describe the advanced technology(ies) utilized in the project/program and how the project/program utilizes advanced technology(ies) beyond the level of existing technology(ies) currently used in transit and transportation systems in widespread applications.

This project utilizes advanced technologies with 15 Chevy Bolt electric vehicles. The Chevy Bolt is an all-electric vehicle that can hold four passengers and they have an EPA-estimated 238-mile range on a full charge. Bolts have several charging capabilities that allow up to a 90-mile range after approximately 30 minutes of charging time, depending on the charger. The Chevrolet Bolt EV also has 56.6 cubic feet for storage and 4G LTE Wi-Fi capabilities, which will allow passengers to check email and complete other work while riding. This project will utilize advanced technologies beyond the level of existing technologies used in current transit and transportation systems, by incorporating the Chevy Bolt electric vehicles and a smart phone App into an expansion of the FCRTA rural transit service. The expansion of the rural transit service would use the existing dispatching to incorporate the Syncromatics Easy Rides "Ride Hail" App. The Ride Hail App is a new dispatching App that would enable users to request rides for the demand response rural transit service using a smart phone App or url website. The rural transit service is a unique demand response service providing trips for lifeline services for passengers located outside the sphere of influence in the 13 incorporated cities in Fresno County. Using the Chevy Bolt electric vehicles and the Ride Hail App to expand this service is an innovative way to incorporate electric vehicle advanced technology into non-traditional transit services with the current FCRTA transit services and is currently not being done in transit systems in widespread applications. Trips are often individualized based on the nature of the rural transit service but this service is currently operated with 4 Van vehicles. Utilizing the Chevy Bolt electric vehicle for this service expansion is a unique and innovative vehicle choice for this type of service and will make it more efficient, safe and more accessible for Fresno County residents that do not have access to transit.

2. Describe if and how this project incorporates energy storage.

While the initial operation of the REVUP project will be from grid supplied electricity from JuiceBox chargers, this project will also utilize the existing solar EV charging infrastructure to charge these 15 Chevy Bolt vehicles as needed. FCRTA currently has 13 Envision Solar EV Arc charging stations located at the 13 incorporated cities in Fresno County. The Envision Solar EV Arc is a transportable solar powered EV charger that fits inside a parking space and generates enough clean, solar electricity to power up to 225 miles of EV driving in a day. The energy is stored in the EV Arc and can be used for charging during the day or at night for the 15 Chevy Bolt electric vehicles or other electric vehicles. The energy storage provided by the EV Arc includes back-up energy storage for emergency services and emergency power during a grid failure. Photo of Solar EV Charging Infrastructure Attached in Appendix G.

PROJECT/PROGRAM ELIGIBILITY - Innovation (continued)

3. If applicable, describe how a research project(s)/program(s) will further the goal of developing and deploying new and innovative ideas, practices, and approaches.

FCRTA will be doing a study with SB1 Sustainable Infrastructure Planning Grant funding to research expanding FCRTA's rural transit service and as well as a regional rural transit service that will create service regions for rural transit service using electric vehicles. The study will produce a detailed operational plan for both the rural transit study and regional rural transit study and will further the goal of deploying new and innovative ideas by incorporating electric vehicle technology with these non-traditional transit service projects.

4. Explain how the project/program will provide more efficient and effective delivery of public transportation services through the use of the new technology or technological capacity improvements.

The proposed REVUP project will provide more efficient and effective delivery of public transportation services through the use of new technology by purchasing 15 Chevy Bolt electric vehicles and using these vehicles to expand the existing FCRTA rural transit service. The current FCRTA rural transit service is a demand response service that addresses the previously unmet transit needs of truly rural area residents living beyond the existing FCRTA subsystem transit service areas outside the sphere of influence of each city. This service is currently operated with 4 van vehicles and there are currently 80 registered rural transit riders. The number of active rural transit riders continues to increase and by increasing the vehicles for this service from 4 to 19 and adding the Ride Hail App provides the capacity to deliver more efficient and effective services to a greater amount of rural transit riders and attract new passengers using smart phone App and electric vehicle technology. This project will result in a demand response service that is more flexible, reliable, and easier to use. The expanded rural transit service adds capacity to meet the mobility needs of rural community residents and will serve areas that were previously underserved or not served at all and provide more access and connectivity to activity/job centers in Fresno/Clovis area. The 15 Chevy Bolt electric vehicles to be purchased for this project will be dedicated to expanding the Rural Transit service making it more timely and reliable than the current demand response service. The 40 JuiceBox chargers to be purchased for this project will increase available charging as FCRTA continues to move towards 100% EV fleet and will provide more efficient and effective delivery of public transit services. By expanding the rural transit program FCRTA will be able to accommodate a greater amount of rural transit riders and additionally refer eligible riders to other programs such as the Taxi Scrip Program.

PROJECT/PROGRAM ELIGIBILITY - Replication & Regional Applicability (0 – 10 points)

1. Explain how the project/program has the potential for replication and/or growth in other areas of the Fresno County region.

This project includes 15 Chevy Bolt electric vehicles to be purchased and to be used to expand the existing FCRTA rural transit service. The 15 electric vehicles will be stationed at the 13 incorporated cities in rural Fresno County allowing 2 as back-up as well as 4 ADA accessible vans that FCRTA already owns to accommodate disabled passengers. The 13 Chevy Bolt electric vehicles will be charged with JuiceBox Level 2 chargers at the 13 city's municipal yards, police departments and community centers or where FCRTA charging infrastructure already exists. FCRTA will not be creating a new service, but expanding the existing rural transit service to provide additional service to rural Fresno County residents to accommodate any underserved clients for this service.

This simple project design easily allows this project to be replicated by other transit agencies and other communities in the Fresno County region and elsewhere in California. For example, it would not be very difficult for another transit agency, like Fresno Area Express (FAX) or Clovis Round Up Transit, to emulate FCRTA's project design by using a demand response Mobile App and purchasing their own electric vehicles and charging infrastructure, then employing those vehicles on their own select demand response routes in Fresno and Clovis or create a non-traditional transit service such as FCRTA's rural transit service. The outlying rural communities could eventually develop similar transit programs if they have the funding to purchase the necessary vehicles and equipment.

PROJECT/PROGRAM ELIGIBILITY - Environmental Justice Benefits (0 – 10 points)

1. Describe if and how the project/program will provide health benefits to disadvantaged communities.

In Fresno County, which has some of the highest GHG levels and worst air quality in the United States, a major transit system that relies on zero-emission technology and will produce limited to no GHG emissions will represent an important step in improving local health. The 15 Chevy Bolt electric vehicles to be purchased for this project will have zero emissions thus working to reduce GHG emissions and improving air quality whenever and wherever they operate.

Research also indicates that public transit improvements and more transit oriented development can provide large, but often overlooked, health benefits in the communities where such improvements take place. People who live or work in communities with high quality public transportation tend to drive significantly less and rely more on alternative modes (walking, cycling and public transit) than they would in more automobile-oriented areas. This reduces traffic crashes and pollution emissions, increases physical fitness and mental health, and provides access to medical care and healthy food.

2. Describe if and how the project/program will provide economic and/or improved public services to disadvantaged communities.

Of the communities served in this project, many of them are located in an Environmental Justice (EJ) area. These populations are defined by high levels of concentrated poverty and limited access to basic economic and health opportunities. FCRTA has long served these communities by providing local transportation services for some of the most disadvantaged and transit-dependent populations, including the elderly and disabled. However, even with FCRTA's existing services, many of the most at-risk populations still cannot easily reach Fresno or other areas of better opportunity due to travel times or accessibility to transit forming a barrier to efficient mobility. This project will expand the existing rural transit service utilizing electric vehicles which will add substantial service to these rural disadvantaged communities and increases transit options to residents going to medical appointments and employment or educational opportunities living in these disadvantaged communities. The project will provide rural residents, including disadvantaged and transit-dependent populations, with a high quality transit option that is safe and efficient, allowing those residents to reach Fresno easily and providing economic services through their own commerce or employment.

For more information on environmental justice areas in Fresno County, see the Fresno COG environmental justice plan found at <http://www.fresnocoq.org/environmental-justice>.

PROJECT/PROGRAM MATCH FUNDING COMMITMENTS (0 – 10 points)

- Discuss the project/program funding strategy, clearly indicating total cost, authorization amounts and dates for all funding sources committed or anticipated to fully fund the project. Include a contingency plan if anticipated funding does not materialize.
Attach an electronic copy of a current audited financial statement of all agencies with which your eligible public agency will partner as an appendix to the electronic copy of your agency's application. Do NOT submit a hard copy of the audited financial statement. Additionally, do NOT submit a copy of a Fresno COG member agency's audited financial statement.

See copy of actual project budget on page 19a.

PROPOSED FUNDING									
Fund No. 1:									Program Code
Proposed Funding									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)									Fresno COG
PS&E									Grant request funding for purchase 15 Chevy Bolt electric vehicles
R/W SUP									
CON SUP									
R/W									
CON			615,000					615,000	
TOTAL			615,000					615,000	

PROPOSED FUNDING									
Fund No. 2:									Program Code
Proposed Funding									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)									Fresno COG
PS&E									Grant request funding for purchase and installation of 40 JuiceBox level 2 charging units
R/W SUP									
CON SUP			40,000					40,000	
R/W									
CON			38,000					38,000	
TOTAL			78,000					78,000	

PROPOSED FUNDING									
Fund No. 3:									Program Code
Proposed Funding									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)									Fresno COG
PS&E									Grant request funding for purchase of Syncromatics Ride Hail App Module
R/W SUP									
CON SUP									
R/W									
CON			30,000					30,000	
TOTAL			30,000					30,000	

Continued from page 19 Question 1- Project funding strategy:

Fund No. 3:									Program Code
Proposed Funding									
Component	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Total	Funding Agency
E&P (PA&ED)									Fresno COG
PS&E									Grant request funding for project administration and support, to be provided by CALSTART
R/W SUP									
CON SUP			25,000					25,000	
R/W									
CON									
TOTAL			25,000					25,000	

**New Technology Reserve Grant Program
FCRTA REVUP Project Budget**

Grant Expenses

<u>Quantity</u>	<u>Equipment/Infrastructure Costs</u>	<u>Unit Cost</u>	<u>Total Cost</u>
15	Chevy Bolt Electric Vehicles	\$ 41,000.00	\$ 615,000.00
40	JuiceBox Level 2 Charging Stations	\$ 950.00	\$ 38,000.00
40	Installation of JuiceBox Chargers	\$ 1,000.00	\$ 40,000.00
1	Syncromatics Ride Hail Mobile App	\$ 30,000.00	\$ 30,000.00
	Subtotal for Equipment and Infrastructure	\$ 72,950.00	\$ 723,000.00

Project Admin. Cost

CALSTART technical and admin. support	\$ 25,000.00	
Subtotal for Admin. and Reporting	\$ 25,000.00	\$ 25,000.00

Match Funding

FCRTA Match for REVUP Project	\$ 100,000.00	
SJVAPCD Public Benefit Program	\$ 100,000.00	
SJVAPCD Charging Incentive	\$ 50,000.00	\$ 250,000.00

Total Grant Request \$ 748,000.00

Total Project Cost \$ 998,000.00

I certify that the information contained in the Proposed Funding table above is accurate to the best of my knowledge and that I am authorized to submit the project/program proposal for scoring and possible programming. The agency is required to identify matching funds, if any, and deliver the project as proposed within the scope and schedule specified in the application should the project be awarded funding.

Signed: Moses Stites

Printed Name: Moses Stites _____

Date: 7/23/18

PROPOSED BUDGET FOR OPERATIONAL PROJECTS/PROGRAMS

SECTION NOT APPLICABLE: FCRTA is NOT requesting funding for operations associated with the proposed project. Operations will be funded by existing Measure C funding received by FCRTA.

PROJECT ANNUAL BUDGET:

Estimated Income:	
a. Passenger Revenue	\$
b. Other Revenues	\$
c. Total grants*, donations, subsidy from other agency funds	\$
TOTAL INCOME	\$
*Not including this grant request.	
Estimated Expenses:	
a. Wages, Salaries and Benefits (non-maintenance personnel)	\$
b. Maintenance & Repair (include maintenance salaries)	\$
c. Fuels	\$
d. Casualty & Liability Insurance	\$
e. Administrative & General Expense	\$
f. Other Expenses (e.g., materials & supplies, taxes)	\$
g. Contract Services (specify) _____	\$
TOTAL EXPENSES	\$

PERFORMANCE MEASURES

1. List performance measures your agency will use to track the effectiveness of this project.

Base Statistics to collect on an annual basis:

- Passenger/Ridership Numbers
- Revenue Hours
- Revenue Miles
- Fare Revenues
- Operating Costs
- Average miles traveled per electric charge
- kWh electricity used per day
- Miles traveled per kWh

Performance Measures:

- Passengers/revenue hour
- Passengers/revenue mile
- Cost/revenue hour
- Cost/revenue mile
- Cost/passenger trip
- Miles traveled per kWh
- Number kWh used per day
- Average fare
- Farebox recovery

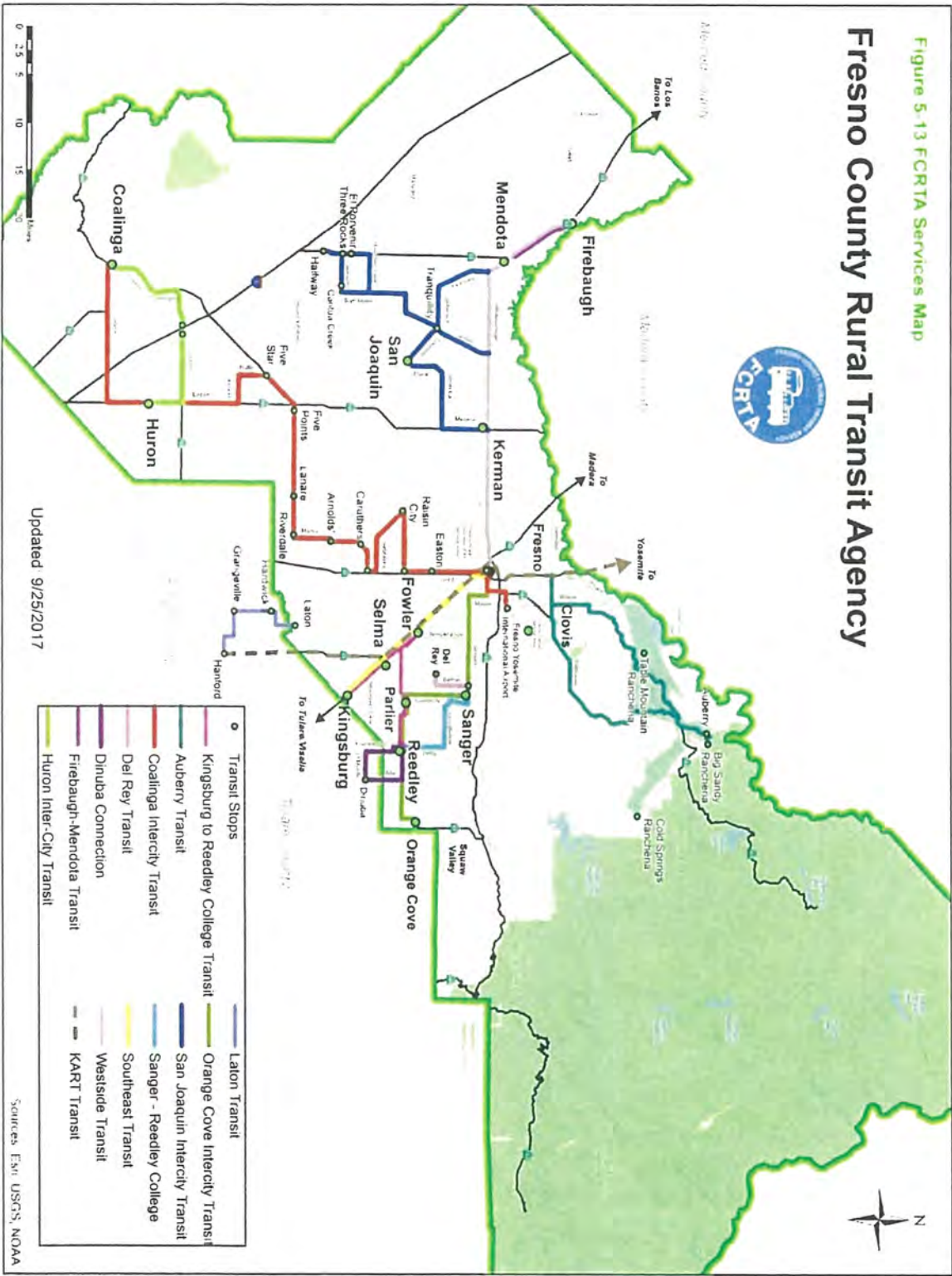
2. Describe how your agency will monitor, evaluate, and report on the service your agency proposes to provide.

FCRTA as part of their normal practices, policies, and procedures, constantly monitors its transit operations activities on a daily, weekly, and monthly basis. The performance measures shown above are based on ridership goals, economic viability of the transit system, GHG emissions reductions goals, energy efficiency/savings goals, and requirements by Caltrans for transit service. These performance measures are grouped into two categories: base statistics and performance measures. The base statistics are the data for which the performance measures will be measured against annually for the proposed transit service. For all of its transit operations, FCRTA already tracks data and compiles reports regarding ridership, mileage, Maintenance/Operating costs, and other activities. FCRTA will do this same type of reporting for the proposed grant activities, though additional data regarding electric usage, including miles traveled per electric charge, miles traveled per kWh, and kWh used per day will also be tracked and included in the reports. FCRTA will also fully complete any and all grant-mandated status reports and/or updates for evaluative purposes as required on a quarterly or annual basis.

New Technology Reserve Grant Program FCRTA Rural Electric Vehicle Expansion Project (REVUP)

- Appendix A:** 8½ x 11-inch Map of FCRTA Service Area
- Appendix B:** JuiceBox Charger Locations
- Appendix C:** FCRTA Project Work Plan
- Appendix D:** FCRTA Project Schedule
- Appendix E:** GHG Reduction Calculations
- Appendix F:** Map of current FCRTA rural transit riders
- Appendix G:** Photo of existing FCRTA solar charging stations

Appendix A Map of FCRTA Service Area



Appendix B

Proposed JuiceBox Charger Locations

City Yards

FCRTA Permanent Maintenance Site- 1821 Pacific Avenue Selma, CA 93662

Coalinga City Yard- 185 W. Gale Ave, Coalinga Ca, 93210

Firebaugh City Yard- 1666 11th St. Firebaugh CA, 93622

Fowler City Yard- 231 S 5th St, Fowler, Ca 93625

Huron City Yard- 3611 Lassen Ave Huron, Ca 93234

Kerman City Yard- 15201 W. California, Kerman Ca 93630

Kingsburg City Yard- 1200 W. Kern St, Kingsburg, Ca 93631

Mendota City Yard- 1300 2nd St. Mendota, Ca 93640

Orange Cove City Yard- 802 2nd St. Orange Cove, Ca 93646

Parlier City Yard- 8770 Mendocino, Parlier, Ca 93648

Reedley City Yard- 1108 South I St. Reedley, Ca93654

San Joaquin City Yard- 21956 W. Railroad Ave, San Joaquin, Ca 93660

Sanger City Yard- 333 North Ave. Sanger, Ca 93657

Police Departments

Coalinga Police Department- 270 N 6th St, Coalinga, CA 93210

Firebaugh Police Department- 1575 11th St, Firebaugh, CA 93622

Fowler Police Department- 128 S 5th St, Fowler, CA 93625

Huron Police Department- 128 S 5th St, Fowler, CA 93625

Kerman Police Department- 850 S Madera Ave, Kerman, CA 93630

Kingsburg Police Department- 1300 California St, Kingsburg, CA 93631

Mendota Police Department- 1000 Airport Blvd, Mendota, CA 93640

Orange Cove Police Department- 550 Center St, Orange Cove, CA 93646

Parlier Police Department- 8770 S Mendocino Ave, Parlier, CA 93648

Reedley Police Department- 843 G St, Reedley, CA 93654

Fresno County Sheriff Office- 21925 W Manning Ave, San Joaquin, CA 93660

Sanger Police Department-1700 7th St, Sanger, CA 93657

Selma Police Department- 1935 E Front St, Selma, CA 93662

Community Centers

Orange Cove Community Center- 1705 Anchor Ave

Kingsburg Senior Center- 1450 Ellis St

Coalinga Keck Community Center- 555 Monroe st

Selma Senior Center- 2301 Selma St

Huron Keenan Community Center- 17094 Myrtle St

San Joaquin Branch Library- 8781 S Main St

Mendota Community Center- 295 Tuft St

Firebaugh Senior Center-1601 Thomas Conboy Ave

Kerman Community Center- 15101 W Kearny Blvd
Fowler Edwin Blyney Senior Center- 108 N 3rd St
Sanger Community Center- 730 Recreation Ave
Parlier Community Center- 1100 E Parlier Ave
Reedley- 100 Northeast Ave

Appendix C
FCRTA Project Work Plan & Schedule

New Technology Grant Program

Agency Name:	Fresno County Rural Transit Agency (FCRTA)
Project Title:	FCRTA Electric Vehicle/Rural Transit Service Expansion Project

Project Component	Purchase 15 Chevy Bolt Electric Vehicles & 39 JuiceBox Level 2 Charging Units
-------------------	---

Task/ Milestone		Expected Start Date	Expected End Date
Task 1	Obtain Notice to Proceed	1/1/2019	5/1/2019
Subtask 1	Submit signed grant contract to Fresno COG	1/15/2019	5/1/2019
Task 2	Order and Receive JuiceBox Charging Units	5/1/2019	7/1/2019
Subtask 1	Order charging units	5/1/2019	6/1/2019
Subtask 2	Delivery of charging units	6/1/2019	7/1/2019
Task 3	Order and Receive Chevy Bolt Vehicles	5/1/2019	7/31/2019
Subtask 1	Order vehicles from local rural dealerships	5/1/2019	6/1/2019
Subtask 2	Delivery of Chevy Bolt vehicles	6/1/2019	7/31/2019
Task 4	Install and Test Ride Hail App	5/1/2019	8/1/2019
Subtask 1	Install Ride Hail App	5/1/2019	7/1/2019
Subtask 2	Test Ride Hail on Rural Transit Service	7/1/2019	10/1/2019
Task 5	Test & Commission Chevy Bolt Electric Vehicles	8/1/2019	10/1/2019
Subtask 1	Test vehicles on rural transit route	8/1/2019	8/31/2019
Subtask 2	Test vehicles on charging stations	8/1/2019	8/31/2019
Subtask 3	Commission vehicles and implement into expanded rural transit service	9/1/2019	10/1/2019

Total months to complete project: 10

Appendix D

FCRTA Project Schedule

	January	February	March	April	May	June	July	August	September	October
Obtain Notice to Proceed										
Submit signed contract to FCOG										
Order JuiceBox Charging Units										
Delivery of JuiceBox Charging Units										
Order Chevy Bolt vehicles										
Delivery of Chevy Bolt Vehicles										
Install Ride Hail App										
Test Ride Hail on Rural Transit Service										
Test vehicles on rural transit service										
Test vehicles on charging stations										
Commission vehicles and implement into service										

Appendix E GHG Calculations

FCRTA - GHG Emission Reductions - BOLT

There are 15 light duty passenger vehicles being considered for expansion. All of them would be built and purchase in 2018.

The average annual mileage for all vehicles is: 15,600

Total Emissions Reduced by Purchasing 15 Bolts Instead of 15 Gas-powered Passenger Cars						
Metric Tons Reduction	HC	CO	NOx	PM	CO2	SOx
Annual	0.00	0.08	0.01	0.00	59.32	0.00
Lifetime (12 years)	0.04	0.95	0.07	0.01	711.82	0.01

Total Energy Usage by Opting for 15 Chevy Bolts Instead of 15 Gas-Powered Cars			
Energy Consumed:	Gas Car	Bolts	Net Reduction
Annual Fuel (GGE):	624	0	-624
Annual KWH:	20,848	3,900	-16,948
Lifetime KWH:	250,174	46,800	-203,374

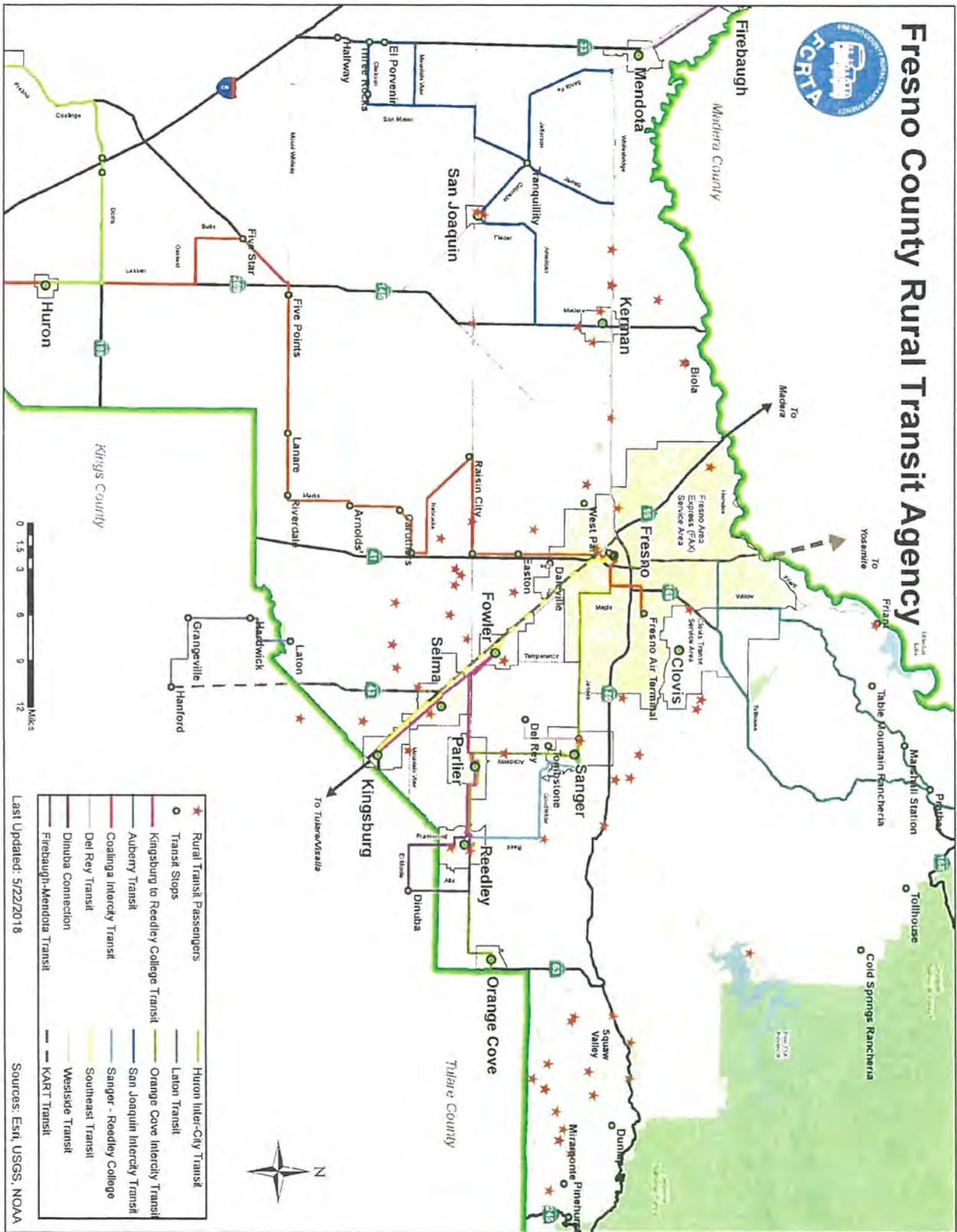
GHG Technical Breakdown - 15 Light Duty Passenger Vehicles 2018

Annual Mileage: 15,600 Model Year: 2018 EMFAC Year: 2014
 Vehicle Class: LDA Fuel Type: GAS

	HC	CO	Nox	PM10	PM2.5	CO2	SOx
grams/mi	0.01323587	0.336736	0.0265484	0.00232	0.002134	253.49548	0.00253584
annual miles	206.48	5253.091	414.15498	36.2117	33.29532	3954529.5	39.5591533
annual tons	0.00020648	0.005253	0.0004142	3.62E-05	3.33E-05	3.9545295	3.95592E-05
lifetime (12 years)	0.00247776	0.063037	0.0049699	0.00043	0.000399	47.454353	0.00047471
15 Vehicles x Annual	0.00309719	0.078796	0.0062123	0.00054	0.000499	59.317942	0.00059338
15 Vehicles x Lifetime	0.03716633	0.945556	0.0745479	0.00651	0.005993	711.8153	0.00712064

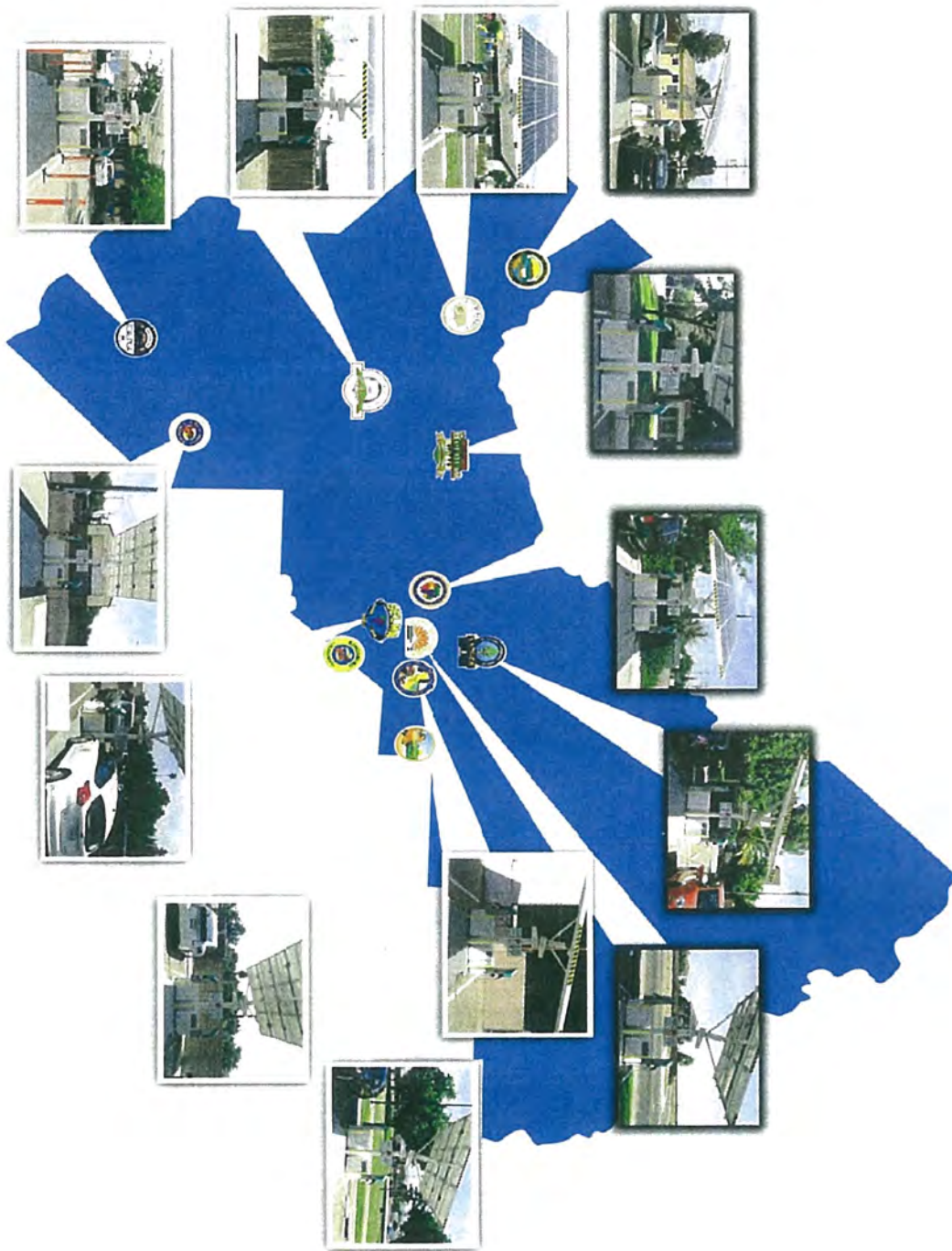
Appendix F

Map of current rural transit riders



Appendix G

FCRTA Solar Charging Infrastructure





July 23, 2018

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest,

Subject: Letter of Commitment to Support the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

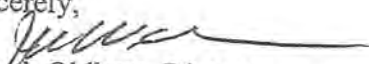
The CALSTART San Joaquin Valley Clean Transportation Center is pleased to offer this letter of commitment to support the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

The CALSTART San Joaquin Valley Clean Transportation Center has a history of assisting FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities. The Rural Electric Vehicle Utilization Project (REVUP) incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County and is in perfect alignment with the mission of CALSTART.

The CALSTART San Joaquin Valley Clean Transportation Center supports the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP) proposal and will provide services to help implement the project, if it is funded. The CALSTART San Joaquin Valley Clean Transportation Center encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program in order to expand the use of clean, zero-emission, electric vehicles in our rural Fresno County communities.

Sincerely,


Joseph Oldham, Director

CALSTART San Joaquin Valley Clean Transportation Center

OFFICES IN

48 S. Chester Ave PASADENA, CA 91106 | 14062 Denver West Pkwy Suite 300 LAKEWOOD, CO 80401-3188 | 155 Water Street, 2nd Floor Unit 230 BROOKLYN, NY 11201 | 510 W. Kearney Blvd Suite 105 FRESNO CA 93706 | 2600 Tenth Street, Suite 407, BERKELEY, CA 94710-3103

Clean Transportation
Technologies and Solutions

www.calstart.org

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Company

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ChargePoint

Mr. Chris Stoddart
New Flyer of America

Mr. Stephen Trichka
BAE Systems

Mr. John Viera
Ford Motor Company

July 10, 2018

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

RE: Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project

Dear Ms. Arnest:


The San Joaquin Valley Air Pollution Control District (District) supports Fresno County Rural Transit Agency's (FCRTA) application for funding through the *Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program* to expand the existing transit services it provides for the rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. FCRTA's Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility and promote electric vehicles and charging infrastructure in rural Fresno County communities while reducing harmful emissions.

The San Joaquin Valley (Valley) faces challenging air quality issues with mobile sources being the leading contributors of air pollution in the region. In addition, the Valley endures substantial socio-economic disadvantages in comparison to other regions of California. Presently, CalEPA designates that 20 out of the top 30 most disadvantaged communities are located in the Valley. Fresno County has multiple census tracts listed in the top 5% of designated disadvantaged communities in the state, and the funding through the Measure C Program will positively impact its residents.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs that residents would have to learn to access.

The District is impressed with FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve the health and air quality in Fresno County. Given the potential long-term benefits from this project, the District is supportive of this project and hopes that your agency will consider its application for funding selection.

Sincerely,



Samir Sheikh
Executive Director/Air Pollution Control Officer

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585



CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

FIGHTING FOR JUSTICE, CHANGING LIVES

July 23, 2018

Via electronic mail to: parnest@fresnocog.org

Peggy Arnest
Fresno Council of Governments
2035 Tulare Street, Suite 201
Fresno, CA 93721

Re: Letter of Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

Dear Ms. Arnest,

California Rural Legal Assistance, Inc.'s Community Equity Initiative (CEI) offers this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

CEI supports efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities, and supports the FCRTA's REVUP proposal.

Sincerely,

Mariah C. Thompson
Staff Attorney, Community Equity Initiative
California Rural Legal Assistance, Inc.
3747 E Shields Ave, Fresno, CA 93726
(559) 441-8732
Email: mthompson@crla.org

DEPARTMENT OF TRANSPORTATION**DISTRICT 6**

1352 WEST OLIVE AVENUE
P.O. BOX 12616
FRESNO, CA 93778-2616
PHONE (559) 445-5868
FAX (559) 445-5875
TTY 711
www.dot.ca.gov



*Making Conservation a
California Way of Life.*

July 13, 2018

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest,

Subject: Letter of Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

I am pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

We are impressed with FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County.

We support the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project proposal and encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Navarro".

MICHAEL NAVARRO, Chief
Transportation Planning - North

*"Provide a safe, sustainable, integrated and efficient transportation system
to enhance California's economy and livability"*



Fresno City College

1101 East University Avenue, Fresno, California 93741 Phone: 559-442-4600 FAX: 559-265-5777

Office of the President

July 23, 2018

Ms. Peggy Arnest
Fresno Council of Governments
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest:

Subject: Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

Fresno City College is pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy 15 battery-electric, four-passenger Chevrolet Bolt EV vehicles for operation in 13 rural incorporated cities and 29 unincorporated communities of Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

Fresno City College is impressed with FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County.

Fresno City College supports the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP) proposal and encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program.

Sincerely,

A handwritten signature in blue ink that reads "Carole Goldsmith".

Carole Goldsmith, Ed.D.
President



A Nonprofit Housing and Community Development Organization

July 23, 2018

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest:

Subject: Letter of Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

Self-Help Enterprises (SHE) is pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, four-passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

SHE is impressed with FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County.

SHE supports the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP) proposal and encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program.

Sincerely,

Thomas J. Collishaw
President/CEO





CITY of CLOVIS

1033 FIFTH STREET • CLOVIS, CA 93612

July 23, 2018

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest,

Subject: Letter of Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

Clovis Transit is pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

Clovis Transit is impressed with FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County.

Clovis Transit supports the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP) proposal and encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program.

Sincerely,

Bethany R. Berube
Supervisor
Transit Division
City of Clovis
155 N. Sunnyside
Clovis, CA 93611
Phone: (559) 324-2771



City Manager's Office
559/591-5904

City Attorney
559/437-1770

Administrative Services
559/591-5900

Development Services
559/591-5906

Public Works Services
559/591-5924

Engineering Services
559/591-5924

Parks & Community Services
559/591-5940

Fire/Ambulance Services
559/591-5931

Police Services
559/591-5914

July 23, 2018

Peggy Arnest
Fresno Council of Governments
2035 Tulare Street, Suite 201
Fresno, CA 93721

Subject: Letter of Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

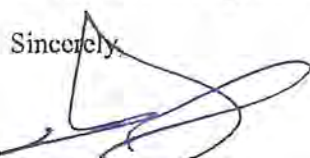
Dear Ms. Arnest:

The City of Dinuba is pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee, New Technology Reserve Grant Program. This funding will help expand existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

The City of Dinuba is impressed with FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County.

The City of Dinuba supports the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP) proposal and encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program.

Sincerely,


Ismael Hernandez
Interim Public Works Director

PUBLIC WORKS



July 23, 2018

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest,

Subject: Letter of Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

The California Association for Coordinated Transportation (CALACT) is pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

CALACT is impressed with FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County.

CALACT supports the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP) proposal and encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacklyn Montgomery", is written over a faint, larger version of the same signature.

Jacklyn Montgomery, Executive Director OS



*Serving the Community
Since 1966*

2115 Kern Street, Suite 1, Fresno, CA 93721 • T: (800) 675-8001/(559) 570-1200 • F: (559) 570-1254 • TF: (800) 675-8001

July 12, 2018

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest,

Subject: Letter of Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

Central California Legal Services is pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program, to expand the existing FCRTA rural transit services in disadvantaged rural communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, and promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities, while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4-passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

Our rural clients often cannot afford to own, maintain, and operate their own family vehicle, which may leave them at the mercy of "raiteros" for transportation into Fresno for medical appointments, jury service, or court appearances—sometimes paying as much as \$100/trip each way. Central California Legal Services therefore especially appreciates FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities, and to incorporate zero-emission electric vehicle technology to improve health and the environment in rural Fresno County.

Central California Legal Services strongly supports the Fresno County Rural Transit Agency's Rural Electric Vehicle Utilization Project (REVUP) proposal, and encourages the FCTA



1640 "N" Street, Suite 200, Merced, CA 95340 • T: (800) 675-8001/(209) 723-5466 • F: (209) 723-1315 • TF: (800) 464-3111
2025 W. Fernster Avenue, Visalia, CA 93277 • T: (800) 675-8001/(559) 733-8770 • F: (559) 635-8096 • TF: (800) 350-3654
www.centralcallegal.org



1133 "P" STREET
FIREBAUGH, CALIFORNIA 93622-2547
(559) 659-2043
FAX (559) 659-3412

July 23, 2018

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest,

Subject: Letter of Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

The City of Firebaugh is pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

The City of Firebaugh is impressed with FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County.

The City of Firebaugh supports the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP) proposal and encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program.

Sincerely,

Ben Gallegos
City Manager, City of Firebaugh

July 23, 2018

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest,

Subject: Letter of Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

The Community Transportation Association of America (CTAA) is pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

CTAA is impressed with FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County.

We support the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP) proposal and encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program.

Sincerely,



Executive Director



Transit For All



800.891.0590



www.ctaa.org



1341 G Street NW
Suite 250
Washington, DC
20005

COMMUNITY SERVICES
Phillp Gallegos, Director

Mayor ~ Rhonda Armstrong
Council Members
Michele Arvance
Raj Dhallwal
Espl Sandoval
Gary Yep



850 S. Madera Avenue
KERMAN, CA 93630

Phone: (559) 846-8643
Fax: (559) 842-5217
www.cityofkerman.net

July 10, 2018

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest,

Subject: Letter of Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

The City of Kerman is pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

As a long standing partner with FCRTA, the City of Kerman is impressed with their efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County.

The City of Kerman supports the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP) proposal and encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Phillp Gallegos'.

Phillp Gallegos, Director
Parks, Recreation and Community Services Department

(cc: John Kunkel, City Manager)

"COMMUNITY COMES FIRST"



4270 N. BLACKSTONE AVE, SUITE 212, FRESNO, CA 93726 PH. 559.485.1416 FAX 559.485.9109
INFO@FRESNOMETMIN.ORG WWW.FRESNOMETMIN.ORG

July 23, 2018

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest,

Subject: Letter of Support for the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP)

Fresno Metro Ministry is pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

Fresno Metro Ministry is impressed with FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County.

Fresno Metro Ministry supports the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP) proposal and encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program.

Sincerely,

Keith Bergthold
Executive Director



**AMERICAN
PUBLIC
TRANSPORTATION
ASSOCIATION**

July 23, 2018

EXECUTIVE COMMITTEE

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Maxine A. Wortham

PRESIDENT AND CEO

Paul P. Skoutelas

Fresno Council of Governments
c/o Peggy Arnest
2035 Tulare Street, Suite 201
Fresno, CA 93721

Dear Ms. Arnest,

**Subject: Letter of Support for the Fresno County Rural Transit Agency
Rural Electric Vehicle Utilization Project (REVUP)**

The American Public Transportation Association (APTA) is pleased to offer this letter of support for the Fresno County Rural Transit Agency's (FCRTA) application for funding through the Fresno County Transportation Authority (FCTA) Measure C Committee New Technology Reserve Grant Program to expand the existing FCRTA rural transit services in rural disadvantaged communities of Fresno County utilizing electric vehicles exclusively. The Rural Electric Vehicle Utilization Project (REVUP) will enhance mobility, promote electric vehicles and electric vehicle charging infrastructure in rural Fresno County communities while reducing toxic air contaminants.

FCRTA is proposing a project that will deploy fifteen (15) battery-electric, 4 passenger Chevrolet Bolt EV vehicles for operations in the 13 rural incorporated cities and 29 unincorporated communities in Fresno County. The project adds capacity for FCRTA to meet the additional mobility needs of rural community residents, leverages the investment in FCRTA's existing dispatch and routing services, and avoids the addition of new infrastructure or programs for residents to have to learn to access.

APTA is impressed with FCRTA's efforts to add innovative and non-traditional transit services in the region's disadvantaged rural communities and incorporates zero-emission electric vehicle technology which will improve health and the environment in rural Fresno County.

APTA supports the Fresno County Rural Transit Agency Rural Electric Vehicle Utilization Project (REVUP) proposal and encourages the FCTA Measure C Committee to fund this project through the New Technology Reserve Grant Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Hiott". The signature is written in a cursive style with a large initial "J" and a distinct "H".

Jeff Hiott
Assistant Vice President – Technical Services and
Innovation

RESOLUTION # 2018-13

**AUTHORIZATION FOR THE FCRTA GRANT APPLICATION TO THE
MEASURE C NEW TECHNOLOGY RESERVE GRANT PROGRAM**

WHEREAS, the FCRTA is an eligible project applicant and may receive funding from the Fresno County Transportation Authority's (FCTA) and Fresno Council of Government's (Fresno COG) Measure C New Technology Reserve Grant Program; 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 in the amount of \$998,000 for the grant project of fifteen Chevy Bolt electric vehicles and forty level 2 chargers to be deployed on the FCRTA rural transit service; and

WHEREAS, the FCRTA as part of this Application and as a \$25,000 portion of awarded grant funds is subcontracting with the CALSTART San Joaquin Valley Clean Transportation Center for technical and administrative services.

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 FCTA and Fresno COG Measure C New Technology Grant Application document and any applicable statutes, regulations and guidelines for all FCTA and Fresno COG 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 FCTA and Fresno COG, and implement the electric vehicle and rural transit service expansion project.

AGENCY BOARD DESIGNEE: MOSES STITES, GENERAL MANAGER

Passed and approved this 26th day of July, 2018.

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 26th day of July, 2018.

Signed _____
Moses Stites, General Manager

Applicant Background and Project Description

The Fresno County Rural Transit Agency (FCRTA) ZEV Education Project will be working in eleven (11) disadvantaged cities (DACs) in Fresno County and multiple disadvantaged communities in central Fresno. The rural cities are as follows with their CalEnviroScreen 3.0 scores and majority demographic information:

Orange Cove, 80-95% CalEnviroScreen 3.0 scores, 89-91% Hispanic; **Reedley**, 80-95% CalEnviroScreen 3.0 scores, 60-88% Hispanic; **Sanger**, 75-85% CalEnviroScreen 3.0 scores, 79-90% Hispanic; **Parlier**, 95-100% CalEnviroScreen 3.0 scores, 94% Hispanic; **Selma**, 85-100% CalEnviroScreen 3.0 scores, 75-88% Hispanic; **Fowler**, 90-100% CalEnviroScreen 3.0 scores, 58-66% Hispanic; **Kerman**, 75-85% CalEnviroScreen 3.0 scores, 66-75% Hispanic; **San Joaquin**, 85-90% CalEnviroScreen 3.0 scores, 91% Hispanic; **Huron**, 80-85% CalEnviroScreen 3.0 scores, 96% Hispanic; **Mendota**, 90-100% CalEnviroScreen 3.0 scores, 97% Hispanic; **Firebaugh**, 80-85% CalEnviroScreen 3.0 scores, 91% Hispanic

In central Fresno, the project will work within the census tracts that have CalEnviroScreen 3.0 scores and demographic information listed below:

Census Tract: 6019002300, 90-95% CalEnviroScreen 3.0 scores, 58% Hispanic

Census Tract: 6019002400, 95-100% CalEnviroScreen 3.0 scores, 68% Hispanic

Fresno County Rural Transit Agency (FCRTA) is the sole transit provider for thirteen cities of which eleven in rural cities are DACs, and, through a partnership with Fresno Metro Ministry, has connections with the central Fresno neighborhoods that mirror the rural cities in terms of demographics and economic challenges.

In 2017, FCRTA was the first organization to provide solar powered, off-grid electric vehicle charging units in every rural city in Fresno County over a period of 4 months making Fresno County the first county in the nation to have every city equipped with EVSE. FCRTA is the first transit agency in Fresno County to order, take delivery of, and place in service electric transit buses and vans and currently has thirteen units. FCRTA has a reputation for putting the needs of the rural community residents at the forefront of their service planning and is one of the most respected organizations serving the rural disadvantaged communities in Fresno County, making it an ideal partner to promote ZEVs in these communities.

Fresno Metro Ministry has a long history of work at the community level for a variety of issues including healthy air, land use and transportation, health care equity, healthy food access, and business and job development for disadvantaged communities. Metro helped found the Fresno Community Health Improvement Partnership and the Fresno Food Security Network which together have over 120 community-based and agency member organizations, and Metro serves as the backbone organization and fiscal agent. Metro's Food to Share healthy food eco-system launched in 2014 now connects over 100 community, faith-based, and food donor organizations and thousands of residents in disadvantaged and food desert neighborhoods to increase healthy food recovery, distribution, community gardens, cooking and nutrition.

Metro co-wrote and the City of Fresno received a \$300,000 environmental justice transportation planning grant from Caltrans in which Metro will act to engage hundreds of community members in central Fresno in crafting design recommendations for multi-modal systems as part of the Southern Blackstone Avenue Smart Mobility project. Metro was awarded a \$150,000 California Air Resources Board Community Air Grant, Fresno Kids for Clean Air, to jointly conduct healthy air education, awareness, and mitigation plan development with kids, parents, and teachers in two central Fresno neighborhoods that will impact thousands of inner city residents.

The CALSTART San Joaquin Valley Clean Transportation Center (SJVCTC) has been helping deploy clean transportation projects in Fresno County since September 2015 and has brought over \$17 million in new project development funding to the region. The SJVCTC has organized two regional summits focused on clean transportation vehicles and technology that have drawn hundreds of attendees and has helped deploy a wide array of vehicles within disadvantaged communities in the region from electric linen delivery vans to the first production electric aircraft in the United States focused on developing flight training opportunities for youth from the cities of Reedley and Mendota.

The Fresno County Rural Transit Agency (FCRTA) ZEV Education Project will have multiple components designed to engage, educate, and motivate residents with the target communities to acquire ZEVs as either primary or secondary vehicles in their households. The campaign will employ the following tools:

- Radio ads in both English and Spanish on key stations viewed by the target audiences in both the rural and urban communities.
- Print ads in both Spanish and English in newspapers within the rural cities and Fresno.
- Internet and social media campaigns as determined by focus groups in key communities.
- Vehicle demonstrations and ride and drives at local community events such as fairs, festivals, and school sponsored events.
- Wraps and posters on FCRTA electric buses that highlight ZEVs as a viable vehicle option.
- One-stop shop using the current SJVCTC office in southwest Fresno to assist residents determine the correct ZEV for their needs and then provide help with acquiring the right incentives and financing for the vehicles and chargers. The one-stop shop would leverage the existing relationships of the SJVCTC with the San Joaquin Valley Air Pollution Control District, Beneficial State Bank, the San Joaquin Valley EV Partnership, and Valley CAN. SJVCTC staff will evaluate the types of vehicles most commonly needed and/or desired by residents and use this information to help refine the marketing campaign.
- A pilot K-12 school education program to be implemented in one or two rural city school districts leveraging materials developed by Electrify America and the Fresno Kids for Clean Air project funded by CARB and administered by Fresno Metro Ministry.

The project will fill the gap in marketing of ZEVs that exists in disadvantaged communities in Fresno County and provide the needed information for residents to determine if ZEVs fit their transportation needs. Through the on-stop shop, residents will learn total cost of ownership information about various makes and models of ZEVs, learn how to access rebates and financing, find resources to help with charging outside the home, and learn how and where to get chargers for the home. Information about special electric rates for EV owners from PG&E will also be provided and how to use those rates to lower overall household energy costs.

The primary benefit goal for the project is to help residents in the target communities save money on transportation costs and educate the next generation from these communities about ZEVs.

The project expects to see an increase in the number of residents from the target communities seeking incentives and financing for ZEVs from both the San Joaquin Valley Air Pollution Control District and Beneficial State Bank.

The method and procedures the project team intend to use include, but are not limited to, radio advertising, social media outreach, direct engagement at events and meetings within specific communities, on-stop shop direct resident technical advisory service, and a pilot K-12 school program. Feedback on changing perceptions within the target communities will be gathered through focus groups held at the end of the project and compared with perceptions documented through focus groups at the project start.

Collaboration

The FCRTA ZEV Education Project is a partnership between FCRTA, Fresno Metro Ministry, and CALSTART, but each entity brings with it a huge network of collaborators that will help provide further engagement. Some examples are Fresno Council of Governments, Fresno Housing Authority, all eleven targeted cities, CALSTART’s 190+ member companies, the San Joaquin Valley Air Pollution Control District, and many more. The partner roles are as follows:

- FCRTA: lead agency and project administrator. Will provide electric vans and buses for events and displays at schools and other public events. Will host marketing material on buses and vans that are used across their entire transit service area.
- CALSTART SJVCTC: lead technical advisor and operator of one-stop shop for residents seeking EV, charger, and incentive information. Will assist FCRTA with project implementation and subcontract with Jeffrey Scott Agency to develop media campaign and marketing materials for the project.
- Fresno Metro Ministry: lead organization for outreach and engagement in rural and urban disadvantaged communities and school districts. Will organize and provide staffing for events and provide Spanish language translation services.

Budget and Reporting

\$500,000 Total Budget

PROJECT BUDGET				
Organization Name:	<i>Fresno County Rural Transit Agency</i>			
Name of Proposed Project:	<i>FCRTA ZEV Education Project</i>			
Project Period: (Month/Year)	<i>from:</i>	<i>10/2018</i>	<i>to:</i>	<i>07/2019</i>
Submission Date:	<i>7/2018</i>			

<i>(Month/Year)</i>		
PROJECT BUDGET DESCRIPTION		
Organization Name:	<i>Fresno County Rural Transit Agency</i>	
	Description of Expense	Amount Requested
Administrative Personnel	<i>FCRTA Project Staff Salary, Fringe/Benefits, and Overhead</i>	<i>\$ 25,000</i>
Outreach Personnel and Operations	<i>Fresno Metro Ministry Project Staff Salary, Fringe/Benefits, and Overhead</i>	<i>\$ 186,500</i>
One-Stop Shop Personnel and Operations	<i>CALSTART Project Staff Salary, Fringe/Benefits, and Overhead</i>	<i>\$ 155,000</i>
Media Spots and Campaign Development	<i>Media campaign with Jeffrey Scott Agency as contractor, radio ads, print media costs, and social media/internet ad costs</i>	<i>\$ 90,500</i>
Meeting Expenses	<i>Expenses related to meetings with project partners, residents, school district staff, and local government officials related to conducting workshops/events. (Includes facilities rental fees, refreshments, childcare services, interpretation services, etc.)</i>	<i>\$ 5,000</i>
Outreach/Educational Materials	<i>Printing, bus and van wraps for 13 units, production of flyers, postcards, posters, pamphlets, brochures and other promotional items</i>	<i>\$ 27,000</i>
Postage	<i>Stamps, mailing costs, bulk mail permit, etc.</i>	<i>\$ 1,000</i>
School District Staff Time	<i>Costs for teachers to present ZEV education materials to classes outside normal State required curriculum</i>	<i>\$ 10,000</i>
Total Amount Requested		<i>\$ 500,000</i>

FCRTA will report monthly on the number attendees at events, number of media ads placed, number of residents that seek ZEV advice through the one-stop shop from each community, number of applications by community for incentives from Air District, and number of loans from Beneficial State Bank from the respective target communities. A final report will document if there has been a change in perception at the community level resulting from the education campaign by comparing focus group responses from the project beginning with responses at the end.

FCRTA will bill monthly for expenses incurred by the project and provide a detailed report of the activities completed and what percentage of the funding for each of the purposes outlined in the attached budget remain. Back-up documentation will be kept on file for the expenses incurred by each partner as well as the marketing subcontractor. This back-up documentation will be provided upon request.

Performance Evaluation

The FCRTA ZEV Education Project is designed to educate and change the mindset about ZEVs and their practicality for people living in disadvantaged communities. While CARB has not developed metrics for measuring success at increasing access for residents from disadvantaged communities to ZEVs or cleaner transportation options, the FCRTA ZEV Education Project will collect measurable data from the targeted communities on the increase in requests for incentives from the San Joaquin Valley Air Pollution Control District, the number of loans from Beneficial State Bank using their CARB-funded interest buy-down program, and the number of requests for information about ZEVs that are received through the SJVCTC one-stop shop. The FCRTA ZEV Education project team will establish baseline data points for all three indicators with each of entities. Our expected results are that we will see increases over time for all three of these measurable data points of our project. FCRTA has established the following Project Goals: 1) Production of 5 unique Radio Ads; 2) Production of 5 unique Print Ads; 3) Minimum 20 events held countywide (including at least 2 EV Demonstration-Display events); 4) Minimum 500 people attending all events (including at least 100 people attending EV Demonstration-Display events).

Project Timeline

Task	Description	Time Frame
Project Kick-off	Contracting with FCRTA, project partners, and media consultant. Also getting MOUs in place with school districts that will use the educational materials.	September 2018 to November 2018
Develop media campaign	Jeffrey Scott Agency works with project team to develop a media campaign for the project and conducts initial focus groups to test messaging.	October 2018
Launch media campaign	Launch media campaign in time for holidays and end of calendar year to encourage EV purchases for tax incentive.	November 2018
Develop school materials and launch outreach	Align development of school materials with FMM CARB grant timing. Launch initial school materials into district following winter break.	Develop November/December 2018 Launch January 2019
Launch and Operate One-Stop Shop	Launch and operate One-Stop Shop for DAC resident technical assistance.	November 2018 to July 2019
Evaluate project performance and provide Final Report to Electrify America	Project team will do final focus group testing in rural and urban DACs, interview students and teachers at the pilot school districts, and prepare a final report for the Electrify America team. Final report will include data from Air District about incentives requested during the project period and any increases in volumes from targeted DACs.	May 2019 to July 2019

RESOLUTION # 2018-12

**AUTHORIZATION FOR THE FCRTA PROPOSAL SUBMISSION TO
ELECTRIFY AMERICA IN RESPONSE TO RFP**

WHEREAS, the FCRTA is an eligible project applicant and was sent a Request for Proposal from Electrify America (Volkswagen of America subsidiary) for its Brand-neutral Zero Emission Vehicle (ZEV) Awareness & Education Program for Disadvantaged and Low-Income Communities; and

WHEREAS, the FCRTA wishes to delegate authorization to execute the Application, Mutual Non-Disclosure Agreement and any other documents and amendments thereto to the General Manager; and

WHEREAS, the FCRTA has prepared a Proposal requesting \$500,000 in Electrify America funds to conduct a ZEV Education Program in conjunction with its project partners Calstart Inc., Fresno Metro Ministries, and the Jeffrey Scott Agency. This proposal received Support Letters from the City of San Joaquin, the City of Firebaugh, the City of Reedley, the City of Fresno, the Fresno Council of Governments, the Fresno Housing Authority, the Fresno Community Health Improvement Partnership, and the San Joaquin Valley Air Pollution Control District; and

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 Electrify America RFP documents and any applicable statutes, regulations and guidelines for this project; and

NOW THEREFORE, BE IT FURTHER RESOLVED that the General Manager be authorized to make financial decisions, authorize the submittal of the Proposal to Electrify America, and implement the ZEV Education Program.

AGENCY BOARD DESIGNEE: MOSES STITES, GENERAL MANAGER

AYES:

NOES:

ABSTAIN:

ABSENT:

BY: _____
Amarpreet Dhaliwal, FCRTA Board Chair

Date: July 26, 2018

JULY 26TH, 2018

TO: FCRTA BOARD OF DIRECTORS
 FROM: MOSES STITES, GENERAL MANAGER, FCRTA
 SUBJECT: FCRTA MAINTENANCE FACILITY PROJECT; CEQA EXEMPTION

STAFF REPORT

BACKGROUND: In April, the Board designated the City of Selma as the preferred location for the FCRTA maintenance facility. Staff has pursued negotiations and planning/environmental efforts for the facility on a particular site in Selma. A Phase 1 Environmental Site Assessment was completed and concluded there is no evidence of recognized environmental conditions (RECs), controlled RECs (CRECs) or historical RECs (HRECs) in conjunction with the site. The Phase I Environmental Site Assessment was reported to the Board in June. A Land Purchase Agreement for the 3.67-acre site (Site), including a leaseback agreement for 1.00 acre of the site for the existing Fire Department training facility, has been negotiated. The maintenance facility will consist of 3-5 bays, staff offices and a dispatch center as well as electric vehicle charging and CNG fueling for vehicles. The proposed project entails purchasing the site (including the purchase and leaseback agreement) and development of the maintenance facility (Project).

SETTING: The Site is located at 1821 Pacific Street in the City of Selma. The Site consists of one parcel which measures 3.67 acres with the associated Fresno County Assessor's Parcel Number (APN) of 390-190-15ST. The Site is located southeast of Nebraska and Dockery Avenue within the City of Selma, California. The Site is currently occupied by the Selma Fire Department's training facility which has the associated subject site address of 1821 Pacific Avenue. The Site consists of a gated enclosed area with a three-story steel structure, two sea train units for storage, several training props, and a Portland cement concrete (PCC) paved entrance. The rest of the Site not enclosed in the gated training center is vacant land. The training facility was reportedly developed in 2015. General property information and property use are summarized in Table I.

Table I: Site Information Summary

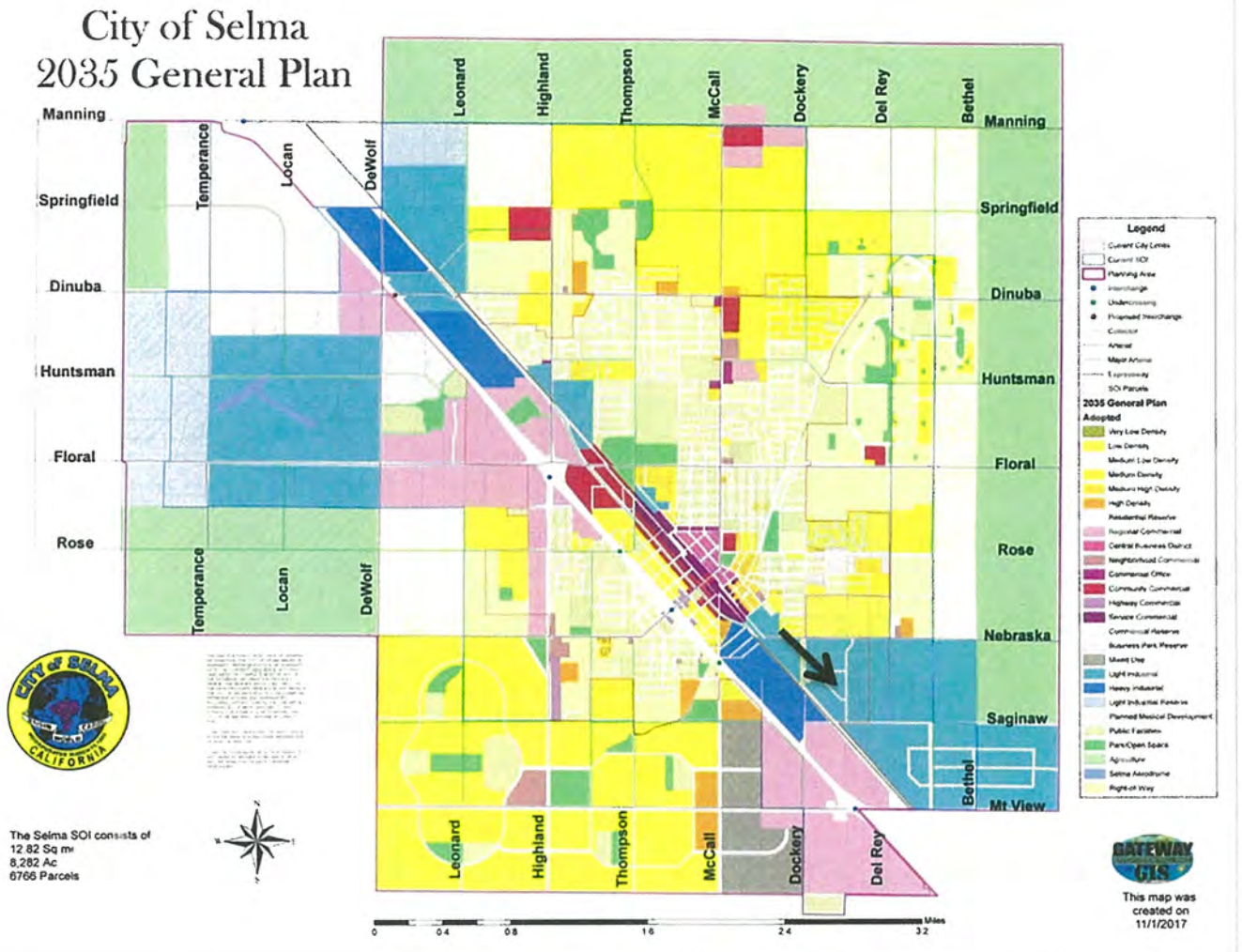
Current Owner:	City of Selma
Assessor's Parcel Number:	390-190-15ST
Address:	1821 Pacific Avenue Selma, California 93662
General Location:	Southeast of Nebraska and Dockery Avenues
Acreage:	3.67 acres
Existing Use:	Municipal: Fire Department Training Facility
Number of Buildings:	1
Original Construction Date:	2015
Proposed Use:	Bus Maintenance Yard
Latitude/Longitude:	36.5580340 / -119.5981510
Topography:	Relatively level, approximately 310 feet above mean sea level
Approximate Depth to Groundwater:	60-70 feet below ground surface (bgs), State of California Department of Water Resources (DWR)*
Regional Groundwater Flow Direction:	Southwest, DWR*

** State of California, Department of Water Resources, *Lines of Equal Elevation of Water in Wells*

Figure 1. Aerial Project Site Photo



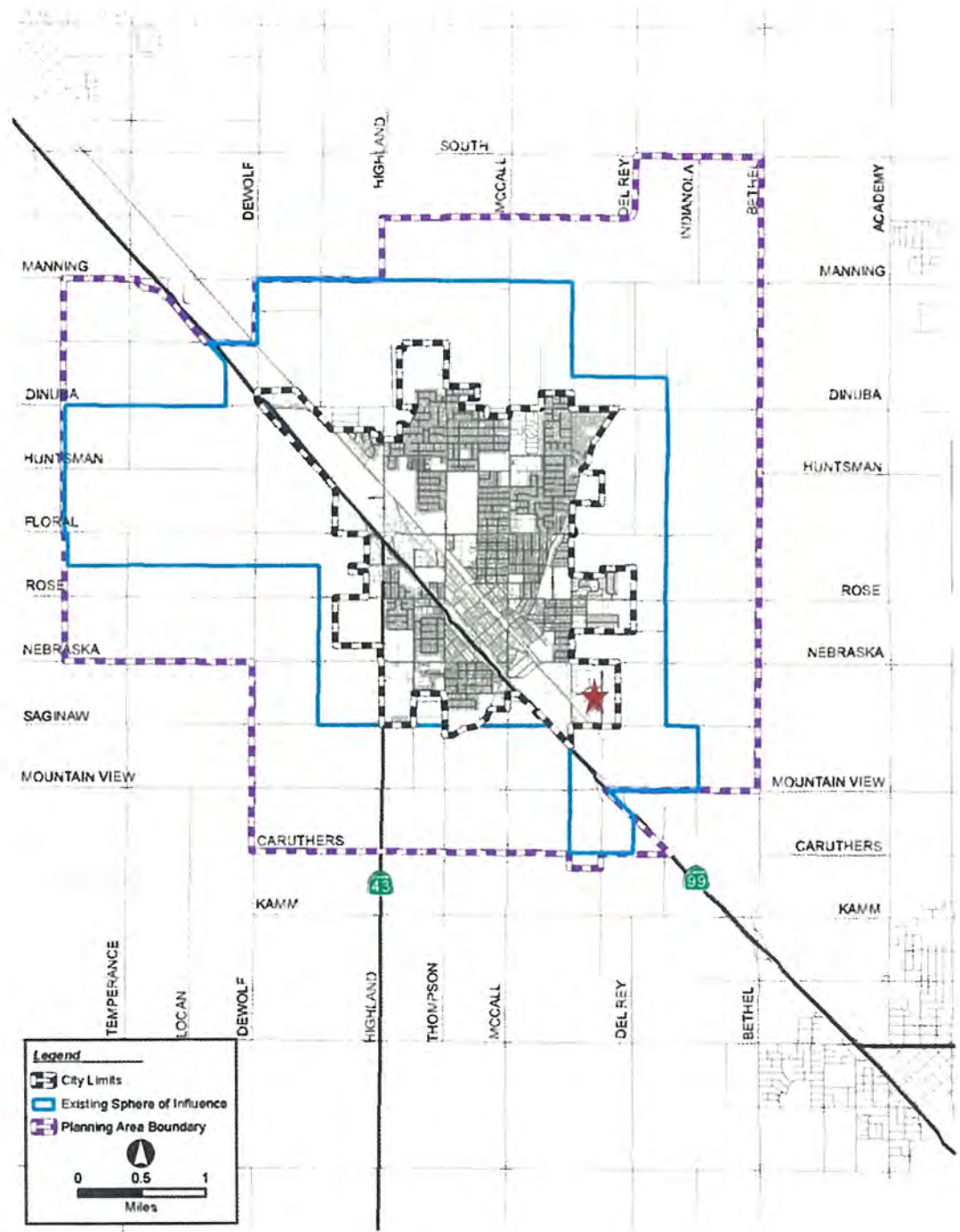
Figure 2: City of Selma General Plan Map.



City of Selma’s Zoning Designation:

Light Industrial: 80% Lot Coverage. The Light Industrial designation provides development opportunities for those industrial uses that would not typically utilize major manufacturing processes. Lower intensity assembly, fabrication and food processing may be consistent with the land use designation.

Figure 3: Selma City Limits, SOI and Planning Area



ENVIRONMENTAL REVIEW:

The California Environmental Quality Act (CEQA) requires analysis of agency approvals of discretionary "Projects." A "Project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Project is a project under CEQA.

Nevertheless, the Project is categorically exempt from CEQA under CEQA Guidelines section 15332, Class 32 In-fill Development Projects, which exempts infill development within urbanized areas if it meets certain criteria: (1) the project is consistent with local General Plan and zoning requirements; (2) the project would not result in any significant traffic, noise, air quality, or water quality impacts; and (3) the project can be adequately served by all required utilities and public services. The Project meets all these criteria.

The Project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The City's adopted General Plan land use element for the project site is Light Industrial. The City of Selma General plan map is shown in Figure 2. The Project occurs within city limits on a site of less than five acres and is substantially surrounded by urban uses. The City of Selma's limits, sphere of influence, and planning area are shown in Figure 3.

The Site has no value as habitat for endangered, rare or threatened species. Historic cultivation/agricultural practices have eliminated habitat area and caused the displacement of animals so there will be no change in the number of any unique or endangered species. Approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality. With the development of this Project, additional vehicular traffic is anticipated due to increased employment opportunities and traffic due to buses. Such increased traffic is not anticipated to create any significant adverse impacts because the adjacent streets have been planned to accommodate increased traffic loads. Water quality will not be impacted by the Project because there are no nearby bodies of water, there will be not changes in currents in the course of direction of water movements, no change in the amount of surface water in any water body, and no changes in the quantity of groundwater. Noise will slightly increase as a result of the Project, but it will be in accordance with the industrial development standards of the City of Selma, which limits noise, light, and glare to levels that are not significantly adverse. Air quality will not be significantly impacted due to the use of electric battery and CNG buses and vehicles.

Further, the Site is in an urbanized area and can be adequately served by all required utilities and public services. Because the project site is located in the City of Selma, public utilities are generally available for extension to the property.

CEQA Guidelines section 15300.2 lists the following six exceptions to the use of CEQA Categorical Exemptions. The following is an analysis discussing the reasons why no CEQA guidelines Section 15300.2 exceptions apply to the categorical exemption for this Project. The exceptions from Section 15300.2 are presented in bold, followed by a discussion about how the Project is not subject to each exception.

- A) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly**

sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The Site is located in an area that would have no adverse effect on the environment. The Site is not located in a sensitive habitat area. The Site is highly disturbed and no significant vegetation would be removed to accommodate the Project. No archeological or historical resources would be affected by the Project. There are no known landslides, expansive soils, or other hazardous resources on the Site. Therefore, this exception to the categorical exemption does not apply.

B) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The Project is for a bus maintenance facility and this will not have a significant, adverse cumulative impact on the environment. Due to the Project's negligible effects on the environment, there is no likelihood that successive projects of the same type in the same place over time would have cumulatively considerable effects on the environment. Similar development in the same place over time, would be developed in conformance with the same applicable ordinances, policies, and regulations and would thus not result in a cumulatively significant impact. Therefore, this exception to the categorical exemption does not apply.

C) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The Project is a typical maintenance facility, with no unusual features. No sensitive habitat exists on the Site and there are no unusual circumstances that would cause the Project to have a significant effect on the environment. There have been no unexpected changes in the development pattern in Selma and there have been no major natural disasters since the general plan has been adopted. Therefore, this exception to the categorical exemption does not apply.

D) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

The Project will not have significant impact adverse effect on resources within scenic highways because the Project is not located within or within viewing distance of a scenic highway. Therefore, the Project would not result in damage to a scenic resource within a highway officially designated as a state scenic highway, and this exception to the categorical exemption does not apply.

E) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

The Site is not included on any list compiled pursuant to Section 65962.2 of the Government Code (hazardous and toxic waste sites). In addition, there is no evidence of historic or current use or disposal

of hazardous or toxic materials on the Site. Therefore, this exception to the categorical exemption does not apply.

F) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

There are no known historical resources on the Site, which is highly disturbed. Thus, the Project would have no impact on any historical resources, and this exception to the categorical exemption does not apply.

RECOMMENDED ACTION: Staff recommends Board finds the Project categorically exempt from the California Environmental Quality Act pursuant to the Section 15332 Infill Exemption (Class 32) and approve Board Resolution No 2018- 14, authorizing approval of the Purchase and Sale Agreement and related contracts.

BEFORE THE FRESNO COUNTY RURAL TRANSIT AGENCY
RESOLUTION NO. 2018-14

In the matter of: RESOLUTION FINDING THE APPROVAL OF PURCHASE AND SALE AGREEMENT, INCLUDING LEASEBACK, AND AUTHORIZATION OF GENERAL MANAGER TO EXECUTE RELATED CONTRACTS TO BE CATEGORICALLY EXEMPT FROM CEQA; AND APPROVING PURCHASE AND SALE AGREEMENT, INCLUDING LEASEBACK, AND AUTHORIZATION OF GENERAL MANAGER TO EXECUTE RELATED CONTRACTS

WHEREAS, the Fresno County Rural Transit Agency (FCRTA) desires a new maintenance facility; and

WHEREAS, in April 2018, the FCRTA designated the City of Selma as the preferred location for the new maintenance facility; and

WHEREAS, the FCRTA has pursued negotiations, planning, and environmental efforts for a 3.67-acre maintenance facility site at 1821 Pacific Street, in the City of Selma (Site); and

WHEREAS, the Site is currently occupied by the Selma Fire Department's Training Facility; and

WHEREAS, the FCRTA desires to enter into a purchase and sale agreement, including a leaseback for a portion of the site to the Selma Fire Department, with the City of Selma for the Site (Purchase and Sale Agreement); and

WHEREAS, the FCRTA Board of Directors does hereby authorize the General Manager to execute any and all agreements and contracts pertaining to the Purchase and Sale Agreement and maintenance facility.

NOW, THEREFORE, BE IT RESOLVED, by the Fresno County Rural Transit Agency Board of Directors:

SECTION 1. Recitals. All of the foregoing Recitals are true and correct. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

SECTION 2. CEQA Findings. For all of the reasons discussed in the Staff Report, approval of the Purchase and Sale Agreement and authorization of the General Manager to execute and carry out all related activities for the maintenance facility are exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15332, and no exceptions to the exemption apply.

SECTION 3. Approval of Purchase and Sale Agreement, related contracts, and Project. The Board has received and reviewed the proposed Purchase and Sale Agreement, including leaseback provisions, and does hereby approve the Purchase and Sale Agreement, including leaseback provisions, and authorize the General Manager to execute any and all agreements and contracts pertaining to the Purchase and Sale Agreement and maintenance facility.

SECTION 4. Notice of Exemption. The Board hereby directs staff to file a Notice of Exemption with the Fresno County Clerk within five (5) working days of the adoption of this Resolution.

SECTION 5. Location of Documents. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the FCRTA's offices at: 2035 Tulare Street, Suite 201, Fresno, California 93721. The custodian for these records is the FCRTA's General Manager.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 26th day of July, 2018.

- 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 26th day of July 2018.

Signed _____
Moses Stites, General Manager

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made and entered into as of July _____, 2018 for reference purposes only, by and between the City of Selma ("**Seller**"), and Fresno County Rural Transit Agency, a joint powers authority ("**Buyer**"). The date upon which both Buyer and Seller have executed this Agreement and delivered the same to one another, shall hereinafter be referred to as the "**Effective Date**".

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer hereby agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following (collectively, the "**Property**"):

(a) That certain unimproved real property located in the City of Selma, County of Fresno, State of California, commonly referred to as Assessor's Parcel Numbers 390-190-15S, all as more fully described in **Exhibit A** (the "**Land**"), together with all rights, privileges, easements or appurtenances to or affecting the Land' (collectively, the "**Appurtenances**").

2. Purchase Price.

(a) The purchase price for the Property ("**Purchase Price**") shall be one hundred and fifty thousand dollars (\$150,000).

(b) The Purchase Price shall be paid as follows:

(i) Within three (3) days following the Effective Date, Seller and Buyer shall open an escrow in connection herewith ("**Escrow**") at _____ ("**Escrow Holder**"), and Buyer shall deposit into Escrow the amount of Seven Thousand Five Hundred Dollars (\$7,500) ("**Initial Deposit**") in cash or other immediately available funds.

(ii) On or before the Closing, if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow cash or other immediately available funds in the amount of the balance of the Purchase Price, less any credits due Buyer hereunder (the "**Closing Amount**"). The Closing Amount shall be applied towards the Purchase Price at the Closing.

3. Leaseback. Buyer wishes to leaseback the Property for use by its Fire Department for a period of up to two (2) years for one dollar (\$1.00) per year in the form of Lease attached hereto as **Exhibit B**. The Lease shall be executed as of the Closing date herein.

4. Title to the Property. At the Closing, Seller shall cause to be conveyed to Buyer fee simple title to the Property by duly executed and acknowledged grant deed substantially in the form attached hereto as **Exhibit C** and incorporated herein by this reference (the "**Deed**"). As used in this Agreement, Closing (the "**Closing**") shall be deemed to occur upon the recording

of the Deed. Evidence of delivery of fee simple title shall be the issuance by Escrow Holder to Buyer of an ALTA standard coverage owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to such exceptions as Buyer shall have approved as provided below (the "**Title Policy**"). The Title Policy shall provide full coverage against mechanics' and materialmen's liens and shall contain such special endorsements as Buyer may reasonably require, including, without limitation, any endorsements required as a condition to Buyer's approval of any title exceptions (the "**Endorsements**"). Within five (5) business days following the opening of Escrow, Seller shall order the issuance of a preliminary title report with respect to the Property, together with copies of all underlying documents referenced therein and a map containing a plotting of all easements capable of being plotted (collectively, the "**Preliminary Report**"), to be prepared by the Escrow Holder and delivered to Buyer. No later than fifteen (15) days after receipt of the Preliminary Report, Buyer shall give written notice to Seller of any items contained in the Preliminary Report which Buyer disapproves ("**Buyer's Disapproval Notice**"). Failure of Buyer to notify Seller of Buyer's disapproval of all or any item on the Preliminary Report shall be deemed to be an approval by Buyer of such item(s). In any event, Seller covenants to remove as exceptions to title prior to the Closing, any mortgages, deeds of trust, and other monetary encumbrances (collectively, "**Disapproved Liens**") shown on the Preliminary Report except for real property taxes not delinquent. Seller shall notify Buyer no later than five (5) days after receipt of Buyer's Disapproval Notice whether it elects to remove such other items disapproved by Buyer.

5. Seller's Deliveries. Within five (5) days following the Effective Date, Seller shall deliver to Buyer any and all materials related to the Property in Seller's possession or control, or to which Seller has access such as surveys, Phase 1 or Phase II reports, plans, geotechnical or soils reports or any other pertinent information that relates to the use, occupancy, zoning or control of the Property (collectively, the "**Seller's Deliveries**"). Seller shall deliver a Natural Hazards Disclosure Report with Seller's Deliveries.

6. Conditions to Seller's Obligations. Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing in Seller's sole and absolute discretion:

(a) Buyer shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by Buyer shall be true and correct in all material respects at the time as of which the same is made and as of the Close of Escrow.

7. Conditions Precedent to Closing. The following are conditions precedent to Buyer's obligation to purchase the Property (the "**Conditions Precedent**"). The Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing in Buyer's sole and absolute discretion. In the event any Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement.

(a) Buyer's inspection, review and approval, of all of the following:

(i) The physical characteristics and condition of the Property (including without limitation the condition of the soils);

(ii) Seller's Deliveries; and,

(b) Escrow Holder shall be unconditionally committed to issue the Title Policy to Buyer upon the Closing in the form and with such exceptions and endorsements as have been approved, or are deemed approved, by Buyer as provided in Section 4 above.

(c) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

8. LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE EARNEST MONEY HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389. FURTHERMORE, THE PAYMENT AND RETENTION OF SUCH DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 AND 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON BUYER'S DEFAULT, SELLER MAY INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, AND PROMPTLY UPON RECEIPT OF SAID INSTRUCTIONS, ESCROW HOLDER SHALL (i) CANCEL THE ESCROW, (ii) PAY ALL OF ESCROW HOLDER'S CHARGES FROM THE DEPOSIT, AND (iii) DISBURSE TO SELLER THE DEPOSIT PURSUANT TO THIS SECTION 8.

INITIALS: Seller _____ Buyer _____

9. Escrow; Closing, Prorations.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase contemplated hereby. Seller and Buyer shall execute such supplemental Escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement, provided such supplemental Escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to

time. In the event of any conflict between the provisions of this Agreement and any supplementary Escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.

(b) The Closing shall take place (the “**Closing Date**”) on or before the date that is thirty (30) days following the Effective Date of this agreement, or as may be extended as provided below.

(c) At or before the Closing, Seller shall deliver to Escrow Holder or Buyer the following:

(i) The duly executed and acknowledged lease agreement (Exhibit B);

(ii) the duly executed and acknowledged Grant Deed for the Property (Exhibit C);

(iii) a duly executed affidavit that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 in the form attached as **Exhibit D** and incorporated herein by this reference together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131;

(iv) evidence reasonably acceptable to Escrow Holder that the documents delivered by Seller have been duly authorized and executed on behalf of Seller and constitute valid and binding obligations of Seller.

(v) any other documents which the Escrow Holder may reasonably require from Seller in order to close Escrow which do not increase Seller's liability or obligations hereunder;

(vi) a closing statement in form and content satisfactory to Buyer and Seller (the “**Closing Statement**”) duly executed by Seller; and

(vii) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(d) At or before the Closing, Buyer shall deliver to Escrow Holder or Seller the following:

(i) the Closing Statement, duly executed by Buyer;

(ii) the Closing Amount; and

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Buyer have been duly authorized and executed on behalf of Buyer and constitute valid and binding obligations of Buyer.

(e) Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

(f) The following are to be paid by Buyer or Seller or apportioned as of the Closing Date, as follows:

(i) Costs and expenses of Escrow incurred in this transaction shall be paid as follows:

(1) Seller is a public entity and exempt from all sales, use and documentary transfer taxes ;

(2) Seller shall pay the premium for a standard ALTA coverage owner's policy of title insurance; Buyer shall pay the premium for any extended ALTA coverage if desired;

(3) Seller and Buyer shall each pay one-half (1/2) of the Escrow fees, recording fees and related expenses;

(4) Seller and Buyer are each public entities and exempt from any city or county transfer taxes due;

(5) all other costs of escrow shall be paid equally by Buyer and Seller.

(ii) The provisions of this Subparagraph (i) shall survive the Closing.

10. Representations, Warranties and Covenants of Seller. As of the date hereof and again as of Closing, Seller represent and warrants to Buyer as follows:

(a) Seller is a public entity, duly organized, validly existing and in good standing under the laws of the State of California. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller, are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms. Seller has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against Seller, nor are any such proceedings contemplated by Seller;

(c) Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. To Seller's knowledge, there are no unrecorded or undisclosed

documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

(d) Environmental Matters. As used in this Agreement, "**Environmental Law(s)**" "Environmental Law(s)" " means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., [The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq.], as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material. "**Hazardous Material**" "Hazardous Material" " means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials. "**Release**" "Release" " means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

(i) The Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(ii) Neither Seller nor any other present or former owner of the Property has used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(iii) There is no release of any Hazardous Material existing on, beneath or from or in the surface or ground water associated with the Property.

(iv) All required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(v) There exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation

pending or, to Seller's knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(vi) There are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(vii) No asbestos abatement or remediation work has been performed on the Property.

(viii) There is no PCB-containing equipment or PCB-containing material located on or in the Property.

11. Representations, Warranties and Covenants of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a joint powers agency organized and existing under the laws of the State of California. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Buyer, are and at the time of Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is subject. Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) Buyer warrants that Buyer is a sophisticated owner and buyer of real property, familiar and experienced with requirements for the development of real property. Buyer has examined the Property or will have done so by Closing, is or will be familiar with its physical condition, and accepts the Property in an "AS-IS" condition.

12. Continuation and Survival. All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.

13. Condemnation.

(a) In the event a governmental entity commences eminent domain proceedings to take any portion of the Property after the date hereof and prior to the Closing, then Buyer shall have the option to terminate this Agreement by written notice to Seller within ten (10) business days after Buyer first learns of such commencement. In the event of any such termination, the Earnest Money, together with all interest, shall be returned to Buyer. Buyer and

Seller shall each be liable for one-half of any escrow fees or charges, and neither party shall have any further liability or obligation under this Agreement.

(b) In the event a governmental entity commences eminent domain proceedings to take any part of the Property after the date hereof and prior to the Closing and this Agreement is not terminated pursuant to Section 14(a), then the Closing shall occur as scheduled notwithstanding such proceeding; provided, however, that Seller's interest in all awards arising out of such proceedings (except for any award attributable to the loss of Seller's business or income, a tenancy on the Property or Seller's personal property) shall be assigned to Buyer as of the Closing or credited to Buyer if previously received by Seller. Seller's obligations pursuant to this Section 14(b) shall survive the Closing.

14. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date free of any occupant or property not being conveyed to Buyer as provided hereunder.

15. Seller's Cooperation with Buyer. At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer, at no additional cost to Seller, with regard to the fulfillment of any Condition Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

16. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the prosecution or defense of said action. In addition, the prevailing party shall be entitled to recover any actual accounting, engineering or other professional fees reasonably incurred in said action or proceeding.

17. Publicity and Confidentiality. Buyer and Seller each agree that prior to the Closing, the terms of the transaction contemplated by this Agreement, the identity of each party and all information made available by the parties to each other, shall be maintained in strict confidence and prior to the Closing, no disclosure of such information will be made by Buyer or Seller, except to such attorneys, accountants, investment advisors, lenders and others as is reasonably required to evaluate and consummate this transaction or except as may be mutually agreed by Buyer and Seller. Buyer and Seller each further agree that nothing in this Section 20 shall prevent Buyer or Seller from disclosing or accessing any information otherwise deemed confidential under this Section (a) in connection with that party's enforcement of its rights hereunder; (b) pursuant to any legal requirement, any statutory reporting requirement or any accounting or auditing disclosure requirement; (c) in connection with performance by either party of its obligations under this Agreement (including, but not limited to, the delivery and recordation of instruments, notices or other documents required hereunder); or (d) to potential lenders, investors, participants or assignees in or of the transaction contemplated by this Agreement or such party's rights therein.

18. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day or if such transmission is made after 5:00 p.m. on a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller: City of Selma
 Attn: City Manager
 1710 Tucker Street
 Selma, CA 93662
 Phone: (559) 891-2200
 Email: henryp@cityofselma.com

With a copy to: Casso & Sparks, LLP
 Attn: Bianca Sparks Rojas
 13200 Crossroads Parkway North, Suite 345
 City of Industry, CA 91746
 Phone: (626) 269- 2980
 Email: bsparks@cassosparks.com

If to Buyer: Fresno County Rural Transit Agency
 Attn: General Manager
 2035 Tulare Street, Suite 201
 Fresno, CA 93721
 Phone: (559) 233-6789
 Email: mstites@fresnocog.org

With a copy to: Best Best & Krieger LLP
 Attn: Nancy A. Park
 500 Capitol Mall, Suite 1700
 Sacramento, CA 95814
 Phone: (916) 325-4000
 E-Mail: nancy.park@bbklaw.com

To Escrow Holder: _____
 Attn: _____

 Phone: _____
 Email _____

(b) Successors and Assigns. Buyer shall have the right to assign this Agreement without Seller's consent or approval. Any such assignee shall assume all obligations of Buyer hereunder; however, Buyer shall remain liable for all obligations hereunder. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Buyer and Seller.

(g) Merger of Prior Agreements. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(k) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(l) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(m) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than each other.

(n) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(o) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(p) Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

SELLER:

City of Selma, a municipality

By: _____

Name: Henry Perea

Its: Interim City Manager

Date: _____

Approved as to Form

City Attorney: Bianca Sparks Rojas

Date: _____

BUYER:

Fresno County Rural Transit Agency, a joint powers authority

By: _____

Name: Moses Stites

Its: General Manager

Date: _____

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

By _____
KYLE ROBERSON, Senior Deputy County Counsel

EXHIBIT A TO PURCHASE AGREEMENT

LEGAL DESCRIPTION

All that real property located in the City of Selma, County of Fresno, California as further described as:

Lot 12 of Tract No. 5429, City of Selma, County of Fresno, State of California, according to the Map recorded in Book 71 Page 3 of Plats, Fresno County Records.

APN: 390-190-15S

EXHIBIT B TO PURCHASE AGREEMENT
GROUND LEASE

THIS GROUND LEASE (the "**Lease**") is made and entered into this ____ day of _____, 2018, by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers authority (hereinafter called "**Landlord**"), and CITY OF SELMA, a municipal corporation (hereinafter called "**Tenant**"), who agree as follows:

ARTICLE 1. PROPERTY AND BACKGROUND.

1.01. The Property. Landlord is the owner of that certain property consisting of approximately 1.0 acres of land located at 1821 Pacific Avenue, Selma 93662, California, currently used for fire department purposes and located in the City of Selma as more particularly described in Exhibit A, attached hereto and incorporated herein by reference(the "**Property**").

1.02. Lease. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, Landlord hereby leases and demises to Tenant, and Tenant hereby leases and hires from Landlord that portion of the Property to conduct fire department operations (the "**Premises**"). A map of the Premises is attached as Exhibit B, attached hereto and incorporated herein by reference.

ARTICLE 2. TERM.

2.01. Term. The initial term of this Lease (the "**Lease Term**") shall be two (2) years and shall expire at 11:59 p.m. on the day before the second anniversary of the commencement date, unless terminated earlier in accordance with the provisions of this Lease. Tenant may terminate the Lease early with 30 days' notice.

2.02. Commencement. The Lease Term shall commence on the Closing Date of the purchase by Landlord from Tenant and the recordation of the Grant Deed for such purchase in the office of the County Recorder of Fresno County (the "**Commencement Date**").

ARTICLE 3. RENT.

3.01. Base Rent. The annual rent (the "**Rent**") for the Premises for the Lease Term shall be one dollar (\$1.00).

3.02. Net Lease. This Lease is a net lease, and Rent and other payments due and payable hereunder to or on behalf of Landlord shall be paid without notice or demand and without offset, counterclaim, abatement, suspension, deferment, deduction or defense.

ARTICLE 4. USE, CHARACTER AND OPERATION OF IMPROVEMENTS.

4.01. General. Tenant may only use the Premises as set forth herein:

A. Permitted Uses. Tenant may only use the Premises for the operation of a fire department practice facility as herein specified. Tenant may install and use combustibles as

Exhibit A to
Ground Lease

so long as such items are cleared and debris removed after the completion of each exercise. No permanent structures or improvements may be installed during the Lease Term without Landlord's prior written consent.

B. Hours of Use. Tenant may use and conduct operations on the Premises during daylight hours only.

4.02. Use Obligations. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, age, handicaps, sex, marital status, sexual orientation, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises or the improvements thereon, or any part thereof, and Tenant itself, or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subtenants or vendees of the Premises or the improvements thereon, or any part thereof.

4.03. Use Prohibitions. Tenant agrees that in connection with the use and operation of the Premises it will not:

A. Sell or assign its interest in this Lease, including any mortgage, deed of trust or encumbrance; or

B. Sublease all or any portion of the Premises and improvements thereon without the express written consent of Landlord; or

C. Use or permit the use of any sound projection system such as loudspeakers, public address systems, sound amplifiers, radio or broadcast within the improvements in such manner that any sounds reproduced, transmitted or produced shall reach beyond the Premises boundaries

D. Cause or permit substantial and obnoxious odors to emanate or be dispelled from the improvements; or

E. Permit undue accumulations of garbage, trash, rubbish or any other refuse; or

F. Create, cause, maintain or permit any nuisance (as defined under applicable law) in, on or about the Premises; or

G. Commit or suffer to be committed any waste (as defined under applicable law) in, on or about the Premises; or

H. Knowingly use or allow the Premises to be used for any unlawful purpose, or for any purpose which violates the terms of any recorded instrument which affects the Premises and which is senior in priority to this Lease; or

I. Cause or permit any insurance coverage on the Premises or the improvements thereon to become void or voidable (unless Tenant has previously obtained

replacement coverage in the same amounts) or make it impossible to obtain any required insurance at commercially feasible rates; or

J. Violate any law, ordinance or regulation applicable to the Premises and the improvements thereon.

4.04. Governmental Requirements. Tenant shall at all times comply with, and shall pay all costs and expenses which may be incurred or required to be paid in order to comply with, any and all laws, statutes, ordinances, rules and regulations ("**Laws**") which apply to the operation and use of the Premises on a nondiscriminatory basis, including those requiring alterations or additions to be made to, or safety appliances and devices to be maintained or installed in, on or about the Premises on a nondiscriminatory basis under any Laws now or hereafter adopted, enacted or made and applicable to the Premises, and payment of any fees, charges or assessments arising out of or in any way related to the Premises on a nondiscriminatory basis as a source of adverse environmental impacts or effects.

ARTICLE 5. CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS.

5.01. Required Governmental Permits. Upon request, Tenant shall deliver to Landlord at Tenant's expense evidence of compliance with all then applicable codes, ordinances, regulations and requirements for permits and approvals.

5.02. Premises Conditions. Landlord makes no covenants or warranties respecting any condition of the Premises or the Property. By entering on and accepting the Premises as of the Commencement Date, Tenant accepts the Premises AS IS with no representations and warranties as to condition or fitness for a particular purpose. Tenant acknowledges that there is no water, sewer, electricity, gas or phone service to the Premises as of the Commencement Date.

5.03. Maintenance; Repairs, Alterations; Reconstruction.

A. Tenant Required to Maintain Premises.

(1) Definition of Duty; Compliance with Laws. Throughout the Term, Tenant shall, at Tenant's sole cost and expense, maintain the Premises in neat and orderly condition, and in accordance with all applicable laws, rules, ordinances, orders and regulations of: (a) federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus and officials; (b) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (c) all insurance companies insuring all or any part of the Premises or both. Landlord shall have no duty or obligation to insure the Premises.

Tenant shall promptly and diligently repair, restore, and replace as required to maintain or comply as above. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind on the Premises.

Nothing in this provision defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Lease to alter, modify, demolish, remove or replace any improvement, or as limiting provisions relating to condemnation or to damage or destruction

during the final year or years of the Term. No deprivation, impairment or limitation of use resulting from any event or work contemplated by this section shall entitle Tenant to any offset, abatement, or reduction in rent nor to any termination or extension of the Term.

In determining whether Tenant has acted promptly as required under the foregoing paragraph, one of the criteria to be considered is the availability of any applicable insurance proceeds.

If Tenant elects not to restore after damage or destruction, in accordance with the provisions of this Lease, all insurance proceeds received by Tenant as a result of such damage or destruction shall be Tenant's sole property.

5.04. Ownership of Improvements.

A. Ownership of Any New Improvements. Any improvements constructed with permission on the Premises by Tenant as permitted by this Lease shall be owned by Tenant until expiration of the Term or sooner termination of this Lease. Tenant shall not waste, destroy or modify any improvements on the Premises, except as permitted by this Lease.

B. Equipment, Chattel, Trade Fixtures. All articles of personal property, including all chattel and business and trade fixtures, machinery, equipment, furniture and movable partitions owned by Tenant, and which were installed by Tenant on the Premises, shall remain the property of Tenant, and may be removed at any time during the Term or upon termination of this Lease. Tenant shall be responsible for the repair of any damage caused by such removal.

C. Ownership at Termination. Subject to the provisions of Section 5.04.D, all improvements on the Premises at the expiration of the Term or sooner termination of this Lease shall, without compensation to Tenant, then become Landlord's property free and clear of all claims to or against them by Tenant or any third person, and Tenant shall defend and indemnify Landlord against all liability and loss arising from such claims or from Landlord's exercise of the rights conferred by this paragraph.

D. Tenant's Duty to Remove. At the expiration or sooner termination of the Term, Landlord may, at Landlord's election, demand the removal from the Premises of all fixtures and Improvements constructed or placed on the Premises by Tenant or of certain fixtures or improvements or both, as specified in the notice provided for below. A demand to take effect at the normal expiration of the Term shall be effected by notice given at least 30 days before the expiration date. A demand to take effect on any other termination of the Lease shall be effected by notice given in or concurrently with notice of such termination or within 15 days after such termination. Tenant shall comply with the notice before the expiration date, for normal termination, and within 30 days after the notice for other terminations. The cost of such removal shall be paid by Tenant. The duty imposed by this provision includes but is not limited to the duty to fill all excavations, return the surface to grade and leave the Premises safe and free from debris and hazards; provided that, after compliance with a demand for removal of less than all fixtures and Improvements, Tenant shall be required to remedy only willful and negligent injuries to the Premises or remaining Improvements or fixtures. The duty imposed by this

Section 5.04 shall not include an obligation to remove underground utilities, parking and sidewalk areas and landscaping, if any.

5.05. Relocation. Landlord agrees to assist Tenant in relocation of its fire department to a new location up to One Hundred Thousand Dollars (\$100,000) upon receipt of valid receipts of costs incurred.

5.06. Waiver. The provisions of this Article 5 shall govern the rights of the parties in the event of any full or partial destruction of Improvements on the Premises. Tenant hereby waives the provisions of Civil Code section 1932(2) and Civil Code section 1933(4) with respect to any destruction of any Improvements on the Premises to the extent that such Civil Code sections are inconsistent with the provisions of this Article 5.

ARTICLE 6. TAXES AND ASSESSMENTS

Landlord and Tenant are both public entities and exempt from all taxes, assessments, license fees and other charges that are levied and assessed against the Premises, Tenant's personal property or the real property which may become payable during the term. To the extent any private party or a taxable entity succeeded to Tenant's interest, such party shall be subject to the Revenue and Code 107.6 which provides that a possessory interest may be taxed and such party shall be subject to such tax.

ARTICLE 7. UTILITIES.

Tenant shall pay when due and shall hold Landlord harmless from any liability for all charges for water, gas, sewage, garbage collection, electricity, telephone and other utility service supplied to the Premises.

ARTICLE 8. INSURANCE AND INDEMNITY.

8.01. Indemnity. Tenant agrees to protect and does hereby indemnify and hold Landlord harmless from all demands, claims, actions and damages to any person or property (including reasonable attorneys' fees) arising out of or connected with the use or occupancy of the Premises by Tenant other than those directly attributable (and then to the extent attributable) to the gross negligence or willful misconduct of Landlord or Landlord's agents and their employees.

8.02. Insurance.

A. General. Without limiting Tenant's indemnification of Landlord, Tenant shall provide and maintain at its own expense during the Lease Term the following programs of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) reasonably satisfactory to Landlord and evidence of such programs satisfactory to Landlord shall be delivered to Landlord on or before the Commencement Date of this Lease. Such evidence shall specifically identify this Lease and shall contain express conditions that Landlord is to be given written notice at least 30 days in advance of any material modification or termination of any program of insurance.

(1) Comprehensive General Liability Insurance endorsed for property-operations, products/completed operations and contractual liability, in the amount of at least \$1,000,000 for any occurrence, \$2,000,000 annual aggregate and \$1,000,000 property damage.

(2) Comprehensive Auto Liability Insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence.

(3) Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services on behalf of Tenant under this Lease and all risks to such persons and employer's liability insurance with a limit of no less than \$1,000,000 per employee and \$1,000,000 per occurrence.

8.03. Proof of Coverage. All policies required hereunder shall be with companies having a Best's A/VIII rating (and if Best's no longer exists, an equivalent rating). Executed copies of all policies of insurance or certificates thereof shall be delivered to Landlord. All insurance policies required by this Article 8 shall name Landlord as an additional insured. As often as any such policies shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to like extent. All policies of insurance must contain a provision that the company writing such policy will give all parties 30 days advance written notice of any cancellation or lapse of the effective date or any reduction in the amounts of insurance.

Nothing in this Article 8 shall prevent Tenant from carrying insurance of the kind required of Tenant under a blanket insurance policy or policies which cover other properties owned or operated by Tenant. Tenant shall provide Landlord with certificates of insurance naming Landlord as an additional insured and setting forth the required coverage.

8.04. Environmental Indemnity.

A. Indemnity. Tenant agrees, from and after the Lease Term Commencement Date, to defend, indemnify, protect and hold harmless Landlord and its officers, beneficiaries, public officials, volunteers, employees, agents, attorneys, representatives, legal successors and assigns ("**Indemnitees**") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises and/or the Property during the term of the Lease (sometimes herein collectively referred to as "**Contamination**"), except to the extent caused by the Landlord or its agents, contractors or employees during the Landlord's ownership of the Property prior to the commencement of the Lease or solely caused by the Landlord or its agents, contractors or employees during the term of the Lease. Tenant's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any

governmental inquiry, investigation, claim or demand regarding the Contamination, at Tenant's sole cost.

B. Release and Waiver. Tenant hereby releases and waives all rights, causes of action and claims Tenant has or may have in the future against the Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Property, except to the extent caused or permitted by Landlord or its contractors, agents, or employees prior to conveyance to the Tenant or caused by Landlord during the term of the Lease.

C. Definitions.

(1) As used in this Lease, the term "**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by Tenant.

(2) As used in this Lease, the term "**Environmental Response Costs**" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

(3) As used in this Lease, the term "**Hazardous Materials**" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

D. Materiality. Tenant acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of Tenant for the benefit of Landlord set forth in this Lease are a material element of the consideration to Landlord for the performance of its obligations under this Lease, and that Landlord would not have entered this Lease unless Tenant's obligations were as provided for herein.

ARTICLE 9. CONDEMNATION.

9.01. Definitions.

A. **"Condemnation"** means (1) the exercise of any governmental power in eminent domain, whether by legal proceedings or otherwise, by a condemnor, and (2) a voluntary sale or transfer to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

B. **"Date of taking"** means the date the condemnor has the right to possession of the property being condemned.

C. **"Award"** means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation.

D. **"Condemnor"** means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

9.02. Parties' Rights and Obligations to be Governed by Lease. If during the Lease Term there is any taking of all or any part of the Premises, any improvements on the Premises or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 9.

9.03. Total Taking. If the Premises is totally taken by condemnation, this Lease shall terminate on the date of taking.

9.04. Effect of Partial Taking. If any portion of the Premises or the improvements thereon is taken by condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if the remaining portion of the Premises is rendered unsuitable (as defined herein) for Tenant's continued use. The remaining portion of the Premises shall be deemed unsuitable for Tenant's continued use if following a reasonable amount of reconstruction, Tenant's facility on the Premises could not be operated in a manner that is comparable to the manner of operation prior to the date of the taking. Tenant must exercise its right to terminate by giving Landlord written notice of its election within 90 days after the nature and extent of the taking have been finally determined. Such notice shall also specify the date of termination, which shall not be prior to the date of taking. Failure to properly exercise the election provided for in this paragraph will result in this Lease continuing in full force and effect.

9.05. Restoration of the Premises. If, in Tenant's judgment, it is reasonably possible and economically feasible to do so, Tenant shall be entitled to use so much of the award as is necessary to restore or to add on to the Premises so that the area and approximate layout of the Premises will be substantially the same after the date of taking as they were before the date of taking. In such a case the remainder of the award shall belong to Landlord. If it is not reasonably possible to so restore the area and layout of the Premises, the remaining provisions of this Article 9 shall govern the rights of the parties.

9.06. Waiver of Code of Civil Procedure Section 1265.130. Each party waives the provisions of the Code of Civil Procedure section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

9.07. Award. The award for the Premises and for the improvements shall belong to Landlord, except as hereinafter provided. Tenant shall be entitled to the value of its interest in

any personal property and fixtures which it has the right to remove and to any portion of the award specified to apply to Tenant's goodwill, and to be compensated for interruption of or damage to Tenant's business, and compensation based upon the then fair market value of Tenant's interest in this Lease.

ARTICLE 10. TENANT DEFAULTS AND LANDLORD'S REMEDIES.

10.01. Defaults by Tenant. Any of the following occurrences shall constitute a default under this Lease:

A. Tenant shall at any time be in default in the payment of rent or any other monetary sum called for by this Lease for more than 3 days following written notice from Landlord to Tenant; or

B. Tenant shall at any time be in default in the keeping and performing of any of its other covenants or agreements herein contained, and such other default continues for 10 days after written notice thereof from Landlord to Tenant specifying the particulars of such default, or if such other default is of a nature that curing such default will take more than 10 days and Tenant has failed to commence such cure within such 10 days and to thereafter diligently pursue completion of such cure; or

C. Tenant (i) makes a general assignment for the benefit of its creditors or file a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief; (ii) has a proceeding filed against it seeking any relief mentioned in (i) above which is not discharged within sixty (60) days thereafter; or (iii) has a trustee, receiver or liquidator appointed for Tenant or a substantial part of its property;

D. Vacation or abandonment of the Premises;

E. Tenant assigns (whether or not such assignment is deemed to be effective) this Lease (or any rights therein or herein), or sells, transfers, conveys, assigns or leases the whole or any part of the Property or any improvement constructed thereon in violation of this Lease; or

10.02. Landlord's Remedies. In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

A. The worth at the time of Award of any unpaid Rent which had been earned at the time of such termination; plus

B. The worth at the time of Award of the amount by which the unpaid Rent which would have been earned after termination until the time of Award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

C. The worth at the time of Award of the amount by which the unpaid Rent for the balance of the term after the time of Award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; and

D. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligation under this Lease or which in the ordinary course of things would be likely to result therefrom.

As used in subparagraphs 10.02.A and B above, the "worth at the time of Award" is computed by allowing interest at 10% per annum. As used in subparagraph C above, the "worth at the time of Award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

10.03. Continuation. In the event of any such default by Tenant, Landlord shall also have the remedy contained in Civil Code 1951.4 in which Landlord has the right to continue this Lease in full force and effect, and this Lease shall continue in effect as long as Landlord does not terminate Tenant's right to possession, and collect Rent when due. During the period Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for its own account or for the Tenant's account. Tenant hereby appoints Landlord its special attorney-in-fact for purposes of reletting for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay the Landlord the Rent due under this Lease on the dates the Rent is due, less the Rent Landlord receives from any reletting. No act by Landlord allowed by this Article shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease.

10.04. Entry. In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No reentry or taking possession of the Premises by Landlord pursuant to this subsection shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

10.05. Rights Cumulative. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in such waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent or similar acts by Tenant.

10.06. Landlord's Right to Cure Tenant's Default. Landlord, at any time after Tenant commits a default which Tenant has failed to cure within the time established therefor, may cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate permitted by law from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

ARTICLE 11. MISCELLANEOUS.

11.01. Holding Over. If Tenant shall hold over the Premises after the expiration of the term hereof with the consent of Landlord, either express or implied, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations contained in this Lease. Tenant hereby agrees to pay to Landlord as monthly rental 150% of the Base Rent in effect at the expiration of the term, together with any other monetary sums which are Tenant's obligations to pay under this Lease.

11.02. Attorneys' Fees. In the event that any action or arbitration is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedies in or under this Lease or for the breach of any covenant or condition of this Lease, then and in that event the prevailing party shall be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court or arbitrator therein including, but not limited to, reasonable attorneys' fees.

11.03. Quiet Possession. Landlord agrees that Tenant, so long as Tenant is not in default after notice and time to cure under this Lease and is paying the rent and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the Premises throughout the term hereof without interruption or disturbance from Landlord or any other persons claiming by, through or under Landlord; and Landlord warrants to Tenant that as of the Commencement Date of said Lease Term, there were no existing tenancies on the Premises.

11.04. Force Majeure. Except as to the payment of rent, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount for any delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God or the public enemy, action, inaction or interference of governmental authorities or agents, including a City referendum or initiative, war, invasion, insurrection, rebellion, riots, strikes or lockouts or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of such parties and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease.

11.05. Notices.

"**Notice**" means any notice, demand, request or other communication or document to be provided under this Lease to a party to this Lease. The Notice shall be in writing and shall be given to the party at its address or telecopy number set forth below or such other address as the party may later specify for that purpose by Notice to the other party. Each Notice shall, for all purposes, be deemed given and received: if hand-delivered to a party against receipted copy, when the copy of

Notice is receipted; if given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the party; or if given by certified mail, return receipt requested, postage prepaid, two business days after it is deposited with the United States Postal Service. Email be used for convenience only but does not serve as official notice.

If to Tenant: City of Selma
Attn: City Manager
1710 Tucker Street
Selma, CA 93662
Phone: (559) 891-2200
Email: henryp@cityofselma.com

With a copy to: Casso & Sparks, LLP
Attn: Bianca Sparks Rojas
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Phone: (626) 269- 2980
Email: bsparks@cassosparks.com

If to Landlord: Fresno County Rural Transit Agency
Attn: General Manager
2035 Tulare Street, Suite 201
Fresno, CA 93721
Phone: (559) 233-6789
Email: mstites@fresnocog.org

With a copy to: Best Best & Krieger LLP
Attn: Nancy A. Park
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 325-4000
E-Mail: nancy.park@bbklaw.com

A. The provisions above governing the date on which a Notice is deemed to have been received by a party to this Lease shall mean and refer to the date on which a party to this Lease, and not its counsel or other recipient to which a copy of the Notice may be sent, is deemed to have received the Notice.

B. If Notice is tendered under the provisions of this Lease and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Lease. The contrary notwithstanding, any Notice given to either party in a manner other than that provided in this Lease, that is actually received by the noticed party, shall be effective with respect to such party on receipt of the Notice.

Either party hereto may from time to time by written notice to the other party designate a different address which shall be substituted for the one above specified.

Notices shall be effective when received. Any notice or other document sent by certified mail, as aforesaid, shall be deemed received 72 hours after the mailing thereof, as above provided. Notices or other documents sent by personal delivery shall be deemed received on the date of such delivery.

11.06. Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or other terms, covenants, agreements, restrictions and conditions hereof.

11.07. Surrender. Upon the expiration or sooner termination of the term of this Lease, and notwithstanding anything herein contained to the contrary, Tenant shall surrender the Premises to Landlord, together with the improvements then situated thereon, unless specifically exempted by this Lease, in neat and orderly condition.

11.08. Binding. Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only Landlord and Tenant, but to each of their respective heirs, administrators, executors, successors and assigns. Whenever in this Lease reference is made to either Landlord or Tenant, the reference shall be deemed to include, wherever applicable, the heirs, administrators, executors, successors and assigns of such parties, the same as if in every case expressed.

11.09. Landlord's Right to Enter the Premises. Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times, after giving Tenant three business days prior written notice, for any of the following purposes: to determine whether the Premises is in good condition and whether Tenant is complying with its obligations under this Lease; to do any necessary maintenance and to make any restoration to the Premises that Landlord has the right or obligation to perform; to serve, post or keep posted any notices required or allowed under the provisions of this Lease; to post "for rent" or "for lease" signs during the last 6 months of the Lease term, or during any period while Tenant is in default; to show the Premises to prospective brokers, agents, buyers, tenants or persons interested in an exchange, at any time during the term; and to do any act or thing necessary for the safety or preservation of the Premises if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street. If practical, Landlord shall make reasonable efforts to enter the Premises during times the portion of the Premises being entered is closed for business.

Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Landlord's entry on the Premises as provided in this Section other than those caused by Landlord's or its agents or contractors negligence or willful misconduct.

Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Section.

11.10. Disclaimer of Partnership. The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any

way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

11.11. Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord within 30 days after written demand from Landlord to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

11.12. Interpretation. The titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

11.13. Covenants and Conditions. Each term and each provision, including, without limitation, the obligation for the payment of rent, to be performed by Tenant or Landlord, as the case may be, shall be construed to be both a covenant and a condition of this Lease.

11.14. Integration. This Lease and the exhibits and documents incorporated by reference, constitutes the entire agreement between the parties and there are no conditions, representations or agreements regarding the matters covered by this Lease which are not expressed herein.

11.15. Estoppel Certificate. Tenant agrees to deliver, within 10 days after written request therefor by Landlord an estoppel certificate in a form reasonably requested by Landlord certifying that this Lease is unmodified and is in full force and effect (if such be the case), certifying the commencement and termination dates of the Lease Term, certifying that there has been no assignment or sublease of this Lease and that there are no defenses or offsets hereto (or stating those claimed by Tenant) and containing such other information as may reasonably be requested by the party to whom such certificate is addressed. Failure to deliver the estoppel certificate within 10 days shall be a default of the Lease, and shall be conclusive that this Lease is in full force and effect and that Tenant has no defenses or offsets against Landlord.

11.16. Landlord's Right to Sell. Landlord shall have the right to sell its fee estate in the Property and assign its interest in this Lease without limitation; provided, however, that any such sale shall be subject to this Lease. Upon any such conveyance, Landlord shall automatically be relieved of any obligations under this Lease. Landlord shall also have the right to mortgage, hypothecate or otherwise pledge its interest in the Property and this Lease.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, we have executed this instrument on this ____ day of _____, 2018.

LANDLORD:

FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers authority

By: _____
MOSES STITES, General Manager

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

By _____
KYLE ROBERSON, Senior Deputy County Counsel

TENANT:

CITY OF SELMA, a municipality

By: _____
HENRY PEREA, Interim City Manager

ATTEST:

REYNA RIVERA, City Clerk

APPROVED AS TO FORM:

BIANCA SPARKS ROJAS, City Attorney

EXHIBIT A TO LEASE

DESCRIPTION OF THE PROPERTY

All that real property located in the City of Selma, County of Fresno, California as further described as:

Lot 12 of Tract No. 5429, City of Selma, County of Fresno, State of California, according to the Map recorded in Book 71 Page 3 of Plats, Fresno County Records.

APN: 390-190-15S

EXHIBIT B TO LEASE

MAP OF THE PREMISES



EXHIBIT C TO PURCHASE AGREEMENT

FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO, AND
MAIL TAX STATEMENTS TO:

[buyer address or attorney]

A.P.N.: 390-190-15S

(Space Above Line for Recorder's Use Only)

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ 0 ; CITY TRANSFER TAX \$ 0 ; SURVEY MONUMENT FEE \$ 0

- [] computed on the consideration or full value of property conveyed, OR
- [] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- [X] unincorporated area; [X] City of **Selma**, and

GRANT DEED

FOR VALUE RECEIVED, City of Selma, a municipality (“**Grantor**”), grants to the Fresno County Rural Transit Agency, a joint powers authority (“**Grantee**”), all that certain real property situated in the County of Fresno, State of California, described herein (the “**Property**”):

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 2018.

GRANTOR:

CITY OF SELMA, a municipality

By: _____

Name: _____

Its: _____

EXHIBIT D TO PURCHASE AGREEMENT

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

This form is provided so that the Buyer and/or Seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the Escrow Agent and/or Buyer. Buyer (“**Transferee**”) must retain a copy of this document until after the fifth taxable year following the transfer.

Section 1445 of the Internal Revenue Code of 1986, as amended (“**Code**”) provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certifies the following on behalf of _____ (“**Transferor**”):

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
2. The Transferor is not a disregarded entity as defined in Income Tax Regulation Section 1.1445-2(b)(2)(iii).
3. The Transferor's U.S. employer or tax identification number is _____.
4. The Transferor's office address is _____.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: _____, 20__

TRANSFEROR:

By: _____

Name: _____

Its: _____



JULY 26TH, 2018

TO: FCRTA BOARD OF DIRECTORS
FROM: MOSES STITES, GENERAL MANAGER, FCRTA
SUBJECT: CONSIDERATION TO AWARD CONTRACT FOR INTRA-CITY DEMAND RESPONSE SERVICE AND INTER-CITY FIXED ROUTE SERVICE

STAFF REPORT

BACKGROUND: FCRTA released a Request for Proposals (RFP) on April 10th, 2018. The contracted services that went out to bid included Maintenance, Inter-City Fixed Routes, and Intra-City Demand Response Services and could be contracted out as one or all three individually. Bidder's proposals were due on May 17th, 2018 at five (5) pm. We received five (5) proposals for maintenance services; three (3) from national companies on all services, (1) from the current contractor, and one (1) from a member agency, City of Selma, for maintenance only. Interviews with all were held on June 7th, 2018.

The first proposal was from Right Right. Ride Right was established in 2009 by the leadership of Medical Transportation Management Inc. (MTM), a national transportation manager with over 22 years of experience. The second proposal was from MV Transportation Inc., one of the largest privately held public transportation firms in the United States, with corporate headquarters located in Dallas, Texas. MV Transportation operates hundreds of dial-a-ride, transit, and ferry operations throughout North America. The third proposal was submitted by First Transit, Inc., a business unit of FirstGroup America, the North American operating unit of FirstGroup plc (First Group) a United Kingdom-based transportation company with corporate offices located in Cincinnati, Ohio. They have extensive operations throughout North America including school bus, transit, and ferry operations. First Transit is also the owner and operator of Greyhound, a regional transportation provider. The fourth proposal was received by the current subcontractor, Fresno Economic Opportunities Commission (FEOC). FEOC is a local private non-profit agency that has operated FCRTA services for the past 35 years as well as other social service contracts.

OFFER SCORING RESULTS AND RANKING:

Fresno County Rural Transit Agency (FCRTA) established a five-member Scoring Panel that reviewed submitted proposals by First Transit, MV Transportation, Ride Right, Fresno Economic Opportunities Commission and the City of Selma (for Maintenance Operations only). The scoring panel consisted of two (2) FCRTA staff persons, the Transit Coordinator for the City of Chowchilla, the Executive Director of Kings Area Rural Transit, and the General Services Director of the City of Clovis.

Scores for each proposal were determined by the review of each proposal by the Scoring Panel and by interviews conducted with all four proposers by the Scoring Panel and by cost. Scores were based on the following criteria:

- Ability of Contractor to perform and experience or history with similar and/or nearby transit contracts (35%)
- Experience & qualifications of the assigned local and regional personnel (includes wages and benefits for local assigned staff) (35%)
- Price proposal (this includes all information submitted on Forms 1.1 to 1.5) (25%)

- Experience with integration of innovative technologies (including Synchromatics EZ Rides dispatching software, and other hardware/technologies proposed for project) (5%)

The Scoring Panel found the following notable aspects for each proposal:

- First Transit-3rd lowest cost of 4. Good proposal and interview. Failed to bring proposed GM to interview as proposed GM took another job.
- MV Transportation-Lowest cost of 4. Good proposal and interview. Proposed GM was very much liked by Scoring Panel, with his strong local ties and transportation experience.
- Ride Right- highest cost of 4. Very good proposal and interview. However, the proposed GM that attended the interview is an interim GM so FCRTA does not know who the permanent GM will be at this time. Costs far higher than anticipated and much higher than prices of other proposers.
- Fresno Economic Opportunities Commission -2nd lowest cost of 4. Proposal and interview lacked understanding of existing conditions, lacked details and methods to improve service, causing panel major concerns.

Average of the 5 scores for each proposal and ranking of each proposal by panel:

- MV Transportation-92.2 **1st Place**
- Ride Right-88.6 **2nd Place**
- First Transit-84 **3rd Place**
- Fresno Economic Opportunities Commission-65.6 **4th Place**

	FEOC	MV	First Transit	Ride Right	City of Selma*
Panelist #1	71	94	87	91	95
Panelist #2	45	74	60	75	64
Panelist #3	69	97	85	90	94
Panelist #4	74	100	96	98	98
Panelist #5	69	96	92	89	93
Average	65.6	92.2	84	88.6	88.8
Rank	4	1	3	2	1 (maintenance only)

The five panelists made use of a scoring sheet, a review aid to help identify desirable elements of a proposal, and written notes during the scoring process. The scoring sheets, review aid, and written notes are attached separately.

The City of Selma’s proposal was for maintenance-only. This proposal included conducting Maintenance Operations in facilities in the City of Selma. As per language in its RFP and FCRTA’s JPA, FCRTA decided to assign the Maintenance-only portion of the RFP to its JPA member, the City of Selma.

PROPOSAL NEGOTIATIONS:

The Scoring Panel determined that an average score of 90 or higher would be the "competitive range" for the RFP. Only MV Transportation’s proposal achieved this average score. The Scoring Panel determined that only MV Transportation would be recommended to proceed into negotiations. All 5 proposals promised to hire the existing staff so no scoring adjustments were made.

The Proposal Negotiations process was conducted solely with MV Transportation following the Interviews. The Proposal Negotiation process clarified elements of the MV Proposal, including a new final price, which will be the basis for the proposed third party contract. The table below outlines the

final costs submitted by each firm. These cost totals include startup costs in the first year and exclude insurance costs. MV Transportation did offer FCRTA costs with insurance at a substantial savings as well as startup costs that are fair and reasonable.

	FEOC	MV	First Transit	Ride Right
YEAR 1	\$3,012,963.10	\$2,889,878.56	\$3,310,681.92	\$3,359,190.08
YEAR 2	\$3,192,443.28	\$2,728,629.74	\$2,898,968.91	\$3,404,060.13
YEAR 3	\$3,287,640.54	\$2,970,846.00	\$3,052,375.97	\$3,593,241.95
YEAR 4	\$3,385,869.57	\$3,031,538.94	\$3,138,478.87	\$3,633,867.54
YEAR 5	\$3,487,130.35	\$3,152,863.63	\$3,300,373.94	\$3,733,915.61
YEAR 6	\$3,591,422.90	\$3,334,835.64	\$3,398,602.96	\$3,820,623.95
YEAR 7	\$3,698,747.20	\$3,456,202.31	\$3,501,076.45	\$3,929,160.96
TOTALS	\$23,656,217.61	\$21,564,794.92	\$22,600,559.02	\$25,474,060.22

FCRTA also included the Cities of Reedley, Kerman and Coalinga services in the RFP as optional services. Should the cities decide to have their transit services operated by the selected firm through this RFP, the table below outlines the final costs totaling all optional services submitted by each firm. The three JPA member cities (Reedley, Kerman, and Coalinga) have chosen not to be included in this new FCRTA operations contract at this time.

	FEOC	MV	First Transit	Ride Right
YEAR 1	\$709,672.58	\$471,306.00	\$779,797.20	\$519,436.34
YEAR 2	\$751,947.30	\$485,588.00	\$682,822.42	\$542,573.18
YEAR 3	\$774,370.04	\$542,716.00	\$718,955.88	\$583,562.52
YEAR 4	\$797,506.88	\$556,998.00	\$739,236.32	\$612,269.34
YEAR 5	\$821,357.82	\$585,562.00	\$777,369.26	\$634,120.80
YEAR 6	\$845,922.86	\$628,408.00	\$800,506.10	\$656,829.18
YEAR 7	\$871,202.00	\$642,690.00	\$824,624.68	\$679,680.38
TOTALS	\$5,571,979.48	\$3,913,268.00	\$5,323,329.86	\$4,228,471.74

RECOMMENDED ACTION:

Based on the highest evaluation score among the four responsive proposers and lowest overall cost, staff recommends award of FCRTA inter-city services and intra-city services to MV Transportation for the period and cost specified above. This recommendation is consistent with Board-adopted contracting principles and a pre-award letter of approval from Caltrans. The contract will also contain an option to extend the period of operations beyond the initial three (3) years, upon Board approval, in one year increments for up to four additional years.

Staff recommends award of a three (3) year contract for the operation of FCRTA's intra-city and inter-city services to MV transportation, with a total amount not to exceed \$8,589,354.00: \$2,889,878.56 for FY 2018-19; \$2,728,629.74 for FY 2019-20; and \$2,970,846.00 for FY 2020-21.

* The City of Selma provision for maintenance will be handled through a 3-year intergovernmental agreement (IGA) with a total amount not to exceed \$2,448,912.74: \$791,893.76 for FY 2018-19; \$816,082.29 for FY 2019-20, \$840,936.96 for FY 2020-21.

DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL AND MASS TRANSPORTATION MS 39
1120 N STREET
P. O. BOX 942874
SACRAMENTO, CA 94274-0001
PHONE (916) 654-8811
FAX (916) 654-9366
TTY 711
www.dot.ca.gov



*Making Conservation
A California Way of Life.*

July 11, 2018

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

Dear Mr. Stites:

As a recipient of Federal Transit Administration (FTA) Section 5311 funds, the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) is responsible for providing project oversight to maintain compliance with federal statutes and regulations. Therefore, as a subrecipient of this funding, your agency must demonstrate to DRMT that all procurement and third-party contracting activities engaged by your agency comply with:

- 2 CFR Part 1201 – Uniform administrative requirements, cost principles, and audit requirements for federal awards; and
- FTA Circular 4220.1F – Third Party Contracting Guidance

DRMT Federal Procurement Management Branch **approves** Fresno County Rural Transit Agency's draft third-party contract and award to MV Transportation for the operations of the intracity and intercity services. The third-party contract may be fully executed. This approval is limited to July 1, 2018 through June 30, 2021 in the amount not to exceed \$8,589,354, with options for four one-year extensions through June 30, 2025.

Please email a copy of the fully executed third-party contract to Robert Mitchell at rob.mitchell@dot.ca.gov.

Third-party contracts, modifications, and exercising optional periods of performance require DRMT approval prior to implementation. Subrecipient agencies implementing third-party contracts, modifications, or option years without prior approval risk being denied FTA reimbursement.

Mr. Stites
July 11, 2018
Page 2

For questions about this procurement review letter, please contact Robert Mitchell at rob.mitchell@dot.ca.gov or (916) 653-8631. This approval is contingent upon meeting FTA 5311 program requirements. For questions about FTA 5311 grant procedures, please contact your 5311 program liaison.

Sincerely,



FRANK NEVITT, Chief
Federal Procurement Management Branch
Caltrans Division of Rail and Mass Transportation

C: Kathy Pongratz, Caltrans, DRMT
Robert Mitchell, Caltrans, DRMT