



2035 Tulare Street, Suite 201  
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[www.ruraltransit.org](http://www.ruraltransit.org)

**FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)  
MEETING AGENDA**

DATE: Thursday, September 26, 2019  
TIME: 5:30pm, **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) / FCRTA (559-233-6789) at least 3 days in advance, to request auxiliary aids and/or translation services necessary to participate in the public meeting / public hearing. If Fresno COG / FCRTA are unable to accommodate an auxiliary aid or translation request for a public hearing after receiving proper notice, the hearing will be continued on a specified date when accommodations are available.

**AB 23 Requirement:** In accordance with the Brown Act and AB23 the amount of stipend paid to members of the Board of Directors for attending this meeting of the Fresno County Rural Transit Agency, is \$50.00.

**1. ROLL CALL**

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

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

**2. CONSENT ITEMS**

A. **Approve Executive Minutes of July 25, 2019 [ATTACHMENT]**

B. **Rural Transit Service Fare Increase [APPROVE]**

**Summary:** The Rural Transit service is a demand response service that provides lifeline services to residents living outside the sphere of influence of the 15 incorporated cities in Fresno County. Staff has pursued grant funding to add electric vehicles to the vehicle fleet and expand this service. The Board approved in September 2018, to increase to Rural Transit service fares from \$2.50 to \$3.00 per one-way trip and continue with \$1.00 increases every year. Beginning October 1, 2019, the fares for the Rural Transit service will be \$4.00 per one-way trip. The Rural Transit fare increase flyer is attached for your review (**ATTACHMENT**).

**Action:** Staff recommends Board Approval of Rural Transit service fare increase to \$4.00 effective 10/1/19.

**C. Caltrans Compliance Review [INFORMATION]**

**Summary:** The California Department of Transportation (Caltrans), Division of Rail and Mass Transportation (DRMT), District Transit Representative conducts compliance reviews of all subrecipients that have received or are currently receiving Federal Transit Administration (FTA) funding administered by DRMT. The review will examine the subrecipient's oversight practices in order to evaluate subrecipient compliance with FTA and program requirements. The compliance review consists of an on-site review of subrecipient file documents (FTA and program requirements), management practices, implementation of FTA programs, and inspection of FTA funded assets. There are ten areas comprising the review. These include programs, and inspection of FTA funded assets. Caltrans performed this review on August 23<sup>rd</sup>, 2019 and FCRTA was found in compliance and Caltrans reported the buses to be in exceptional condition. The Caltrans Agency Monitoring Form is attached for your information (**ATTACHMENT**).

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

**D. State of Good Repair Application [APPROVE]**

**Summary:** FCRTA is proposing a project submittal for \$308,480 in State Transit Assistance funding from the Senate Bill 1 State of Good Repair Account (SGR) in addition to \$523,087 in 2018-19 and 2017-18 SGR funds to construct a new Bus Maintenance and Fuel Yard Facility. FCRTA has also allocated \$3,889,806 in Transportation Development Act funds and \$3,600,000 of Measure C capital carry over as a local match to fund this project which brings the total to approximately \$8,321,373 for the land purchase and maintenance facility construction.

**Action:** Staff recommends Board approval of the State of Good Repair Application in the amount of \$308,480 and Board Resolution No.2019-12.

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

**Summary:** Board approved in April 2018, to designate the City of Selma as the preferred location for the FCRTA maintenance facility. FCRTA has purchased two (2) parcels totaling 5.08 acres to construct the maintenance facility and provide space for the 100 plus vehicle fleet, a CNG fast fill fueling station, an electric vehicle (EV) charging area and vocational center for bus repair and new technology training. Staff has pursued negotiations and planning/environmental efforts for the adjacent third parcel of 2.38 acres and the Board approved in March 2019 the purchase agreement of the 2.38 acre parcel. Since then, the agreement has been revised slightly to reflect changes advised by both parties legal counsel. The parcel map is attached for your information. The revised final purchase agreement is attached for your review (**ATTACHMENT**).

**Action:** Staff recommends Board approval of the revised Purchase Agreement not to exceed the amount of \$410,000 with the property owner for the 2.38 acres to be used as the FCRTA Maintenance Facility. It is further recommended that the Board authorize the General Manager to execute the Purchase Agreement on behalf of the agency.

**3. OTHER BUSINESS**

**A. Items from staff.**

**1. Commemorating FCRTA's 40<sup>th</sup> Anniversary.**

**B. Items from members.**

**4. ADJOURNMENT**



FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

Executive Minutes

Thursday, July 25, 2019 at 7:30 PM before COG Policy Board Meeting  
 COG Sequoia Conference Room  
 2035 Tulare St., Suite 201, Fresno, CA 93721

Members Attending:

Mayor Ron Lander, City of Coalinga  
 Councilmember Felipe Perez, City of Firebaugh  
 Mayor David Cardenas, City of Fowler  
 Mayor Rey Leon, City of Huron  
 Mayor Pro Tem Gary Yep, City of Kerman  
 Mayor Michelle Roman, City of Kingsburg  
 Mayor Robert Silva, City of Mendota  
 Mayor Victor Lopez, City of Orange Cove  
 Mayor Pro Tem Trinidad Pimentel, City of Parlier  
 Councilmember Robert Beck, City of Reedley  
 Mayor Frank Gonzalez, City of Sanger  
 Mayor Scott Robertson, City of Selma

Moses Stites, General Manager  
 Janelle Del Campo, Senior Transit Planner FCRTA  
 Bryan Rome, County Counsel  
 Jeaneen Cervantes, FCOG

Absent:

Supervisor Sal Quintero, Fresno County  
 Mayor Julia Hernandez, City of San Joaquin

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

1. **ROLL CALL** – Meeting called to order at 7:29 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. **CLOSED SESSION**
  - A. **CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION**  
Government Code Section 54956.9(d) (2) (1 Case)
3. **RETURN TO OPEN SESSION – 7:53**



4. **CONSENT ITEMS**

- A. Approve Executive Minutes of June 27, 2019 [ATTACHMENT]
- B. Regional Sustainable Infrastructure Planning Grant Application [APPROVE]
- C. FTA Integrated Mobility Innovation Grant Application [APPROVE]
- D. Reedley Transit Transition Update [INFORMATION]
- E. Voter's Choice Act [APPROVE]
- F. General Manager Employment Agreement [APPROVE]

This is a three (3) year agreement for the General Manager of FCRTA, a local agency executive, Which will be effective 10/1/19 for three years.

Item 4 C FTA Integrated Mobility Innovation Grant Application was pulled.

A motion was made by Mayor Yep (Kerman and second by Mayor Roman (Kingsburg). A vote was called and motion carried.

5. **OTHER BUSINESS**

A. **Items from Staff**

1. Proterra Electric Bus Deployment

Janelle Del Campo shared with the board pictures of the 40 foot electric Proterra Bus. Janelle informed the board that the first bus was deployed on July 8<sup>th</sup>, 2019 on Southeast Transit which is an Inter-City route. The 2<sup>nd</sup> bus was deployed on July 15<sup>th</sup> on the Kingsburg-Reedley College route. The other 2 buses will be placed in Del Rey Transit which goes into Sanger and also to Sanger-Reedley College.

2. FCRTA Attending the CTC Transportation Policy Forum

Moses informed the board you have before you an agenda of the CTC (California Transportation Commission) it's a big compliment to FCRTA because we are the only rural transit agency that was invited to participate in this presentation to the CTC for their year-end legislative report to be submitted to the state legislature for future funding of projects.

3. FCRTA continues to commemorate FCRTA's 40<sup>th</sup> anniversary.

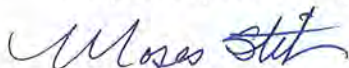
Moses informed the board that FCRTA continues to commemorate the 40th anniversary.

B. **Items from members**

6. **ADJOURNMENT**

Meeting Adjourned.

Respectfully Submitted,



Moses Stites  
General Manager





FCRTA

**Public Notice to FCRTA Passengers:****Rural Transit Service Fare Increase Notice**

The Rural Transit demand response service fares will increase from **\$3.00** to **\$4.00** per one-way trip effective **October 1<sup>st</sup>, 2019**

This service is for rural area residents living beyond the existing transit service areas, outside the City limits and Sphere of Influence of the 15 incorporated cities in Fresno County providing *lifeline* services such as trips to Dr. appointments and pharmacies into Fresno. Riders must request service twenty-four (24) hours in advance. If a disabled passenger requires an assistant to travel with them, they do so at no additional charge, as per ADA stipulations. This service is limited to 1-2 times per week and could entail a shared ride with another passenger to maximize efficiency of service. This service is not intended to replace emergency medical transportation or Taxi service for daily use or incidental use.

We thank you for riding with us.  
Should you have any questions, please contact:

Fresno County Rural Transit Agency.  
(559) 233-6789 Extension 244



To schedule a ride, please call:

**1-855-612-5184**





FCRTA  
Fresno County Rural Transit Agency

## Aviso público a los pasajeros de FCRTA:

### Aviso de aumento de tarifa de servicio de *tránsito rural*

Efectivo 1 de octubre de 2019 las tarifas del servicio de respuesta a la demanda de tránsito rural aumentarán de \$ 3.00 a \$ 4.00 por viaje de ida

Este servicio es para residentes del área rural que viven más allá de las áreas de servicio de tránsito existentes, fuera de los límites de la Ciudad y la Esfera de Influencia de las 15 ciudades incorporadas en el Condado de Fresno proporcionando servicios básicos como viajes a citas con el Dr. y farmacias a Fresno. Los pasajeros deben solicitar el servicio con veinticuatro (24) horas de anticipación. Si un pasajero discapacitado requiere que un asistente viaje con él, lo hacen sin cargo adicional, según las estipulaciones de la ley ADA. Este servicio se limita a 1-2 veces por semana y podría implicar un viaje compartido con otro pasajero para maximizar la eficiencia del servicio. Este servicio no pretende sustituir el transporte médico de emergencia o servicio para uso diario o uso incidental de Taxi.

Gracias por viajar con nosotros. Si tienes preguntas comuníquese con:  
Fresno County Rural Transit Agency  
(559) 233-6789 x 244



Para pedir una llamada de paseo:

**1-855-612-5184**



# **Division of Rail and Mass Transportation**

**2019**

**Agency Monitoring Visit**

**for**

**Agency Name: Fresno County Rural Transit Agency**

**Agency Representatives: Moses Stites, Janelle Del Campo**

**Site Visit Date: 8/23/2019**

**Prepared by:**

**California Department of Transportation  
Division of Rail & Mass Transportation  
Federal Rural Transit Programs**

**Name(s): Scott Lau, Lupita Mendoza, David Deel**

**Phone Number(s):**

**Email Address(es): Scott.Lau@dot.ca.gov  
Lupita.Mendoza@dot.ca.gov  
david.deel@dot.ca.gov**



OVERVIEW

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The California Department of Transportation (Caltrans), Division of Rail and Mass Transportation (DRMT), District Transit Representative will conduct compliance reviews of all subrecipients that have received or are currently receiving Federal Transit Administration (FTA) funding administered by DRMT. The review will examine the subrecipient's oversight practices in order to evaluate subrecipient compliance with FTA and program requirements. The compliance review consists of an on-site review of subrecipient file documents (FTA and program requirements), management practices, implementation of FTA programs, and inspection of FTA funded assets. There are ten areas comprising the review. These include programs, and inspection of FTA funded assets. Subrecipients are subject to the standard agreement under Article II General Terms and Conditions, Clause 5-Enforcement/Remedies for Non-Compliance. Failure to comply with the terms and conditions of the standard agreement may result in the withholding of federal funds for reimbursement, withholding of new federal awards and or the suspension or termination of the standard agreement.

Is this agency's organization contacts in BlackCat up to date?

Yes  No

Is this agency's organization important documents current and uploaded in BlackCat? (Title VI, EEO, ADA, DBE, TAM and Maintenance Plans)

All documents requested in this form are uploaded in BlackCat or the FCRTA website [www.ruraltransit.org](http://www.ruraltransit.org)

Yes  No

a. If no, when do you plan on uploading the important documents in BlackCat?

FINANCIAL MANAGEMENT

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Pursuant to 49 CFR 18.20 and FTA Circular 5010.1D, Ch. VI, subrecipients are required to have adequate accounting and financial record keeping standards to manage federal transit grant funds.

1. Are there comprehensive written policies and procedures for your fiscal/accounting system?

Yes  No



2. Are there procedures for determining the eligibility (direct and indirect cost) for reimbursements? Please describe your agency's procedures.

Backup invoices must be provided and multiple staff review and sign checks.

Yes  No

3. Are requests for reimbursements reviewed to ensure that only allowable expenses have been submitted? Please describe who prepares the request for reimbursement, who reviews, certifies and signs the final documents?

There are programs in place for incoming mail with checks and check off lists by numerous staff from the front desk to accounting staff to actual deposits at the County.

Yes  No

4. Please describe your agency's procedures to prevent over and/or duplicate billings?

FCRTA's fiscal agent is the region's MPO (FCOG) and they provide oversight for all of our accounting as well as annual fiscal audit.

5. Are contractor(s) and/or employees paid in a timely manner?

Yes  No

6. Were any indirect costs charged to the grant? If yes, are costs supported by an indirect cost allocation plan which was prepared in accordance with 2 CFR Part 200 and approved by Caltrans, the FTA or cognizant agency?

Yes  No

7. Does your agency provide service in an urbanized area? If yes, what methodology do you use to segregate the urban costs from the rural costs?

Yes  No

Comments: \_\_\_\_\_

8. Have you changed fares since your last review?

Yes  No  Del Rey Transit from \$0.35 to \$0.50 and from \$0.75 to \$1.00.

9. How did you notify the public of the fare change?

Agency Website  Newspaper  Radio  Flyer

Public Hearing  TV/Cable  Other Specify:

**10. Was an analysis done on the impact of the low income?**

Yes  No

a. If yes, what was the result of the analysis. Please provide a copy of the analysis.

**Yes, in collaboration with California Rural Legal Assistance.**

**PROCUREMENT**

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*5310, 5311, 5311f, 5316, 5317, and 5339 Federally Assisted Procurements:* (Place an X next to the applicable Programs) **“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.”**

1. How many third-party contracts does your agency have? **Three (3)**

a. If none, skip to DBE

2. How many of the third-party contracts are for operating/preventive maintenance assistance? **One (1)**

3. How many of the third-party contracts are for capital projects? **None**

4. Have you received DRMT approval for all current third-party contracts supported with 5310/5311/5311f/5316/5317/5339 funding?

Yes  No

a. If no, please identify the third-party contracts and provide a copy of the executed contract by the end of this monitoring meeting.

5. Have any third-party contracts been amended, modified, and/or optional period of performance been exercised?

Yes  No

6. Have you received DRMT approval for all current third-party contracts, amendments, modifications, and/or the exercise of option periods supported with FTA funding?

Yes  No  N/A



- a. If no, please identify the third-party contracts and provide a copy of the executed amendment, modification, and/or exercise of optional period of performance by the end of this monitoring meeting.

**7. Identify current third-party contracts, contractors, expiration dates for the base term, and optional periods of performance:**

<b>Contract Service/Good</b>	<b>Contractor</b>	<b>Base Period</b>	<b>Optional Period(s)</b>
<i>Example: Operating Assistance</i>	<i>We Operate, Inc.</i>	<i>7/1/2003-6/30/2008</i>	<i>Yr. 1: 7/1/2008-6/30/2009 Yr. 2: 7/1/2009-6/30/2010</i>
Operations	MV	9/4/2018-8/31/2021	9/1/2021-8/31/2025
Inter-regional Transit Service	KART	7/1/2019-6/30-2020	
Inter-regional Transit Service	Dinuba	7/1/2019-6/30-2020	
Maintenance	City of Selma	9/4/2018-8/31/2021	9/1/2021-8/31/2025

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**1. Please provide the name and contact information for your agency's Disadvantaged Business Enterprise Liaison Officer (DBELO). Moses Stites**

**Has the DBELO changed?**

Yes  No

**Is the DBE Implementation Agreement signed by your agency's DBELO?**

Yes  No

a. If yes, please provide a copy of the signed DBE Implementation Agreement.

b. If no, please provide us a signed agreement within 30 days.

**2. Has your agency submitted to Caltrans the required semi-annual reporting forms (Uniform Report and ADM-3069) for periods April 1 - September 30 and October 1 - March 31, within 10 business days after the end of each reporting period?**

Yes  No

- a. If yes, please provide the last semi-annual reporting forms that were submitted to Caltrans and review the report with the agency's representative.
- b. If no, your agency is non-compliant with the terms and conditions of the standard agreement.

**3. Please provide a copy of each signed contract between your agency and a certified DBE for work to be performed on this standard agreement. This must include name, address of the DBE, DBE certification number, a description of work to be performed, the dollar amount and signature of the DBE.**

**If no DBE contracts, then please include documentation to demonstrate your good faith efforts to hire a DBE. Examples of Good Faith Efforts include, but not limited to:**

- Ensuring DBE's are aware of contracting opportunities by advertising for DBE on your website, focus groups, meetings, news, events, journal, etc.;
- Soliciting disadvantaged businesses by fax, e-mail, and telephone; and
- Justification of why work cannot be broken down into smaller tasks or quantities such as for example (uniforms, supplies, office supplies, janitorial services, preventative maintenance, vehicle repairs, etc.)

**This must include documentation to demonstrate no available DBE to perform the work is available OR copies of solicitations/advertisements, AND explanation.**

**4. Has your agency substituted any DBE contracts for your current awarded contracts?**

Yes  No

- a. If yes, then you must provide a justification for the substitution of not utilizing a DBE firm.

**5. Has your prime contractor received prior Caltrans' DBELO approval for the termination for convenience by not utilizing a DBE firm?**

Yes  No

- a. If yes, please provide the approval documentation.
- b. If no, your agency is non-compliant with the terms and conditions of the standard agreement.

**6. Does your agency perform on-site monitoring of every contract which DBE participation is claimed including contracts for professional services?**

Yes  No



- a. Who is performing the on-site monitoring review? Please provide a daily activity log of the date of the site review. **N/A**
- b. If no, please provide us a plan within 60 days of when you will start performing on-site monitoring. **N/A**
- 7. Please describe your agencies process for handling complaints and/or protests relating to the DBE Program.**
- a. Please provide a copy of your agency's policy.
- b. If your agency does not have a process in place, please provide a process for handling complaints within 60 days of this finding.
- 8. Has your agency received any complaints or procurement protests alleging that you did not comply with the DBE regulations for federally funded projects?**
- Yes  No
- a. If yes, please provide documentation.
- b. If no, go to the next question.
- 9. Please provide a copy of the cancelled checks for the contracted amount of the work performed by the DBE firm. **N/A****
- If there are no cancelled checks, please provide verifiable accounting documents that payments were made to the DBE firm for the contracted work performed. **N/A****

## TRANSIT ASSET MANAGEMENT (TAM)

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**1. Does your agency have a current FTA compliant Transit Asset Management Plan?**

Yes  No

**2. Does your agency make incidental use of any FTA funded asset?**

Yes  No

Incidental Use: The limited authorized non-transit use of project property. Such use must be compatible with the approved purposes of the project and not interfere with intended public transportation uses of project property. An incidental use does not affect a property's transit capacity or use. FTA may concur in

incidental use after the award of the grant. **(Example would be a transit agency facility/station/building that rents out a space for a coffee kiosk and magazine stand.)**

- a. If yes, was Caltrans and FTA approval obtained? Yes  No
- b. Is continuing control of the property maintained? Yes  No
- c. Is revenue derived from the incidental use applied for transit planning, capital, or operating expenses? Yes  No
- d. Please describe the nature of your agency's FTA funded asset's incidental use:

*Inventory*

**3. Have there been any changes to the status of real property and/or equipment since the last monitoring visit?**

Yes  No

- a. If yes, was the change captured/noted in the BlackCat Grants Management system.

Yes  No

**4. Is there a security control system (fencing, security systems, etc.) in place to prevent loss, damage or theft of property?**

Yes  No

- a. Please describe your security control system. (Please attach documentation on separate sheet). **Fenced, security alarms and security camera systems at maintenance sites.**

*Maintenance Program (Please review agency's Maintenance Plan prior to visit)*

**5. Inspection Checklist**

- a. Are pre-trip inspections conducted? Yes  No
- b. Does the preventive maintenance plan describe the inspection procedures for each item listed on the inspection servicing checklist? Yes  No
- c. Does the schedule indicate when (according to mileage or time) each service is scheduled to be performed? Yes  No
- d. Does the schedule indicate the date/mileage when services were performed? Yes  No



- e. Using the vehicle maintenance log with the service schedule and pre-trip inspection checklist, compare when a service was due vs. when service was performed. Is the correlation reasonable? Yes  No
- f. Is any FTA funded equipment operated by your agency under warranty? If yes, how are claims for warranties requested? **All FTA equipment is beyond the useful life and warranties have long expired.** Yes  No
- g. Are warranty claims pursued prior to seeking reimbursement from Caltrans? (Ask for document of any recent claims made.) Yes  No

**6. Maintenance Procedures for Accessible Equipment**

- a. When a lift is discovered to be inoperative, is the vehicle out of service and repaired before the beginning of the vehicle's next service day?

Yes  No

*If there is no spare vehicle available to take the place of a vehicle with an inoperable lift, entity may keep the vehicle in service with an inoperable lift for no more than five days (if the entity serves an area of 50,000 or less population) or three days (if the entity serves an area of over 50,000 population) from the day on which the lift is discovered to be inoperative. CFR Part 37.163*

**CHARTER BUS**

Pursuant to 49 CFR 604.9, Subrecipients are prohibited from using FTA funded equipment or facilities to provide charter service except when one or more of the exceptions set forth in the charter service regulation have been met.

**1. Does your agency provide charter services?**

Yes  No

**2. Is charter service using FTA funded or maintained vehicles provided under one of the exceptions? If no, skip this section. If yes, circle the exception that best describes the charter service:**

- a. Government officials on official government business? Yes  No
- b. Qualified Human Services Organization (QHSOs)? Yes  No
- c. Leasing FTA funded equipment and drivers? Yes  No
- d. When no registered charter provider responds to notice from agency? Yes  No

- e. Agreement with registered Charter providers? Yes  No
- f. Petitions to the Administrator? Yes  No

**3. Did the transit agency provide notice to all registered charter providers prior to providing the requested charter service?**

Yes  No

**4. Was the charter service reporting timely?** Yes  No

**5. Was a copy of your report uploaded in BlackCat? If not, have the agency do so.** Yes  No

**6. Reporting schedule as follows:**

Quarter	Report Deadline
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30
October 1 - December 31	January 30

<https://www.transit.dot.gov/regulations-and-guidance/access/charter-bus-service/charter-bus-service-quarterly-reports>

**SCHOOL BUS**

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**1. Is federally funded equipment or facilities used to provide school bus operations exclusively for the transportation of students and school personnel?**

Yes  No

**2. Is "Tripper Service" provided? *School tripper service should operate and look like all other regular service.***

Yes  No

"Tripper service," "allows grantees to provide service, which is mass transit service modified to accommodate the needs of school students and personnel. Buses used for tripper service must be clearly marked as open to the public and may not carry designations such as "School Bus". These buses may stop only at a grantee's regular service stop. All routes traveled by tripper buses must be within a grantee's regular route service as indicated in their published route schedules. The



purpose of this provision is to ensure that buses acquired with Federal assistance are clearly perceived by the public as available to their use.

AMERICANS WITH DISABILITIES ACT (ADA)

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1. **Does your agency have a policy in place to resolve disability-related complaints from the public?**

Yes  No

a. If yes, please describe the policy. Via website and/or report directly to transit personnel or by 1-800 phone number.

2. **Has your agency received any complaints of discrimination due to disability?**

Yes  No

a. If yes, what is the status of the complaint/s?

3. **Does the FTA Office of Civil Rights have any open complaints on file against your agency?**

Yes  No

a. If yes, please describe the nature of complaints and actions taken to date.

4. **Is the complaint policy made publicly available on agency's website or any other public information site?**

Yes  No

5. **Does your agency keep complaint files for at least 5 years? If a complaint is filed however none have been filed as of this date since 1979.**

Yes  No

*Review their lift availability and use (Ask for their written policy to cover questions 6, 7, 11, 12 and 25)*

6. **Are the lifts and securements properly used?**

Yes  No

7. **Does your agency allow service animals onboard?**

Yes  No

a. Is there a written policy? Yes  No

**8. Are your agency's communications and public information about transportation services available using accessible formats and technology?**

Yes  No

**9. Does your agency allow persons using respirators or portable oxygen?**

Yes  No

a. Is there a written policy? Yes  No

**10. Does your agency allow adequate time for vehicle boarding and disembarking?**

Yes  No

**11. Does your agency allow for personal attendant when necessary?**

Yes  No

a. If so, is training provided? Yes  No

b. Is there a written policy? Yes  No

**12. Are fares charged for personal care attendants?**

Yes  No

*Training and Service Equivalency*

**13. Is training provided to agency personnel and subcontractors for the safe operation of vehicles, accessibility equipment, and the proper treatment of persons with disabilities?**

Yes  No

a. Number of staff trained this year: **35-40**



14. Using the same type of service (i.e., fixed route, paratransit, demand response), is the fare and service provided to a disabled passenger no more than twice the fare that is charged to a non-disabled passenger?

Yes  No

15. Are trips prioritized for any purpose?

Yes  No

a. If yes, please describe. (Please attach documentation on separate sheet):

16. How does your agency ensure that there is no pattern or practice of trip denials? (Have agency provide copy of log for last 90 days) **See #17**

- a. Untimely pick-ups?
- b. Missed trips?
- c. Excessively long trips?

17. How are trip denials recorded? **Through the automated dispatch reporting system, reports are generated as requested.**

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18. Is a fixed route service provided?

Yes  No

a. If no, skip to question 30. If yes, do you have a Complementary Paratransit Plan?

Yes  No

When was the plan updated? Initial paratransit plans have been required since January 26, 1992.

19. Are eligibility decisions for Americans with Disability Act (ADA) and Dial-a-Ride made within 21 working days of receipt of completed application?

Yes  No

20. Is there an appeals process?

Yes  No

21. Does the process allow the applicant the opportunity to be heard and to present information?

Yes  No

22. Are customers allowed to place their requests until the close of business on the day preceding service? *Next-day service does not mean 24 hours advance reservation. This means that if your normal business hours are 8:00 a.m. to 4:00 p.m. on weekdays, then reservation services must be provided during that time frame, until 4:00 p.m.*

Yes  No

23. Are trips scheduled within one hour of the requested trip time?

Yes  No

24. Are fares charged to ADA individuals using Paratransit service no more than twice the fixed route fare? There are no fares for the elderly and disabled using Paratransit service.

Yes  No

25. Is service provided within 3/4 mile of fixed routes?

Yes  No

26. Is service available during the same hours and days as fixed route?

Yes  No

**Blended Paratransit** Transportation service that provides ADA Complementary Paratransit on the Same Vehicle as the Fixed Route Service. In limited circumstances, subrecipients and private nonprofit entities are allowed to provide both ADA Complementary Paratransit service on the same vehicle as the Fixed Route service. The fixed route vehicle deviates only for people with disabilities who have been determined to be eligible for ADA Paratransit service. Service must be provided according to the same requirements for complementary paratransit (eligibility process and service criteria such as service area, response time, fares, absence of trip purpose restrictions, hours and days of service and origin to destination service). Agencies providing this service option shall have policies and procedures in place to ensure that the service operates without capacity constraints (for example, trip denials, untimely pickups) as specified in ADA regulations.



27. Does your agency provide Blended Paratransit service?

Yes  No  N/A

a. If yes, provide your agency's policy and procedures for service criteria for complementary paratransit.

28. Does your agency have an eligibility process to ensure non-fixed route ADA riders are eligible to utilize Blended Paratransit service? [See #24](#)

Yes  No  N/A

29. Does the Blended Paratransit service meet the same criteria as complementary paratransit service? In terms of: (1) Response time; (2) Fares; (3) Geographic area of service; (4) Hours and days of service; (5) Restrictions or priorities based on trip purpose; (6) Availability of information and reservations capability; and (7) any constraints on capacity or service availability.

Yes  No  N/A  **Comments:**

*To be considered demand responsive the service must deviate for the general public, not just persons with disabilities. If deviations are restricted to a particular group the service ceases to be a form of demand responsive service for the general public.*

30. Does your agency provide route deviation service?

Yes  No  N/A

If yes, continue below...

31. Is the route deviation service open to the general public?

Yes  No  N/A

32. Is the service publicly advertised as route deviation service?

Yes  No  N/A

33. **Observation Check: Caltrans staff should observe a minimum of one of the following subrecipient functions. It is recommended the transit agency be contacted prior to performing any observation.**

- a.  Riding the service
- b.  Observing transit agency reservation process
- c.  Observing transit agency scheduling

- d.  Observing transit agency dispatching
- e.  Observing ADA complementary paratransit eligibility process

**Description of the Results of the Observation:**

**TITLE VI**

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*Complaints and Lawsuits (Site Visit)*

1. **Is the public made aware of the option to file a Title VI complaint with organizations other than the subrecipient (i.e. Caltrans and/or FTA)?**

Yes  No

If yes, who: **NGO's in the Fresno County area**

*Observation Check: Caltrans Staff should observe the agency's website prior to and during the visit. (We recommend that staff travel with a laptop during agency visits.)*

**During Site Visit**

2. **Is the Title VI Notice to the employees and the public posted in a conspicuous place? (i.e. on vehicle, in lobby, on timetable/Rider's Guide and/or other printed material)?**

Yes  No

- a. **Is notice available for LEP Population (Limited English Proficient Population)?**

Yes  No

3. **Examples of translated documents available for the LEP? (If subrecipient serves or potentially serves a significant LEP population).**

Yes  No

**EQUAL EMPLOYMENT OPPORTUNITY**

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1. **Does your agency employ 100 or more transit-related employees, and; receive capital or operating assistance in excess of \$1,000,000.00, or; receive planning assistance in excess of \$250,000?**

Yes  No



- a. If yes, reviewer observed EEO Notices posted on job advertisements, in break rooms, employee manuals, etc?

Yes  No

- 2. Does your agency have an approved EEO Plan? The FTA requires that all agencies regardless of the number of employees, must have an approved EEO Plan in place but not required to be submitted to the FTA if the agency has less than 100 employees.

Yes  No

If no, provide timeframe to have an EEO Plan in place. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### DRUG AND ALCOHOL PROGRAM

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*Pursuant to 49 CFR Part 655, recipients of Section 5311 funds must have a drug and alcohol testing program in place for all safety-sensitive employees. Transit Providers are required to maintain a drug-free workplace for all employees and to have an ongoing drug-free awareness program. FTA retains oversight of Drug and Alcohol monitoring for Section 5307 Transit Providers.*

- 1. Is the transit service subcontracted?

Yes  No

- a. If yes, how do you monitor subcontractors with safety sensitive employees to ensure drug and alcohol testing programs are administered in accordance with the regulations? **Contractor submits forms for safety sensitive employees drug testing and random drug testing.**

- 2. Does your agency and/or your contractors have drug testing programs for safety-sensitive employees?

Agency	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Contractor	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

- 3. Does your agency and/or your contractors with safety-sensitive employees have a drug and alcohol policy?

- a. If yes, when were these policies last updated? **As FTA and Caltrans updates are sent to FCRTA.**

Agency Yes  No  N/A   
Contractor Yes  No  N/A

4. Does your agency and/or your contractors with safety-sensitive employees conduct the required types of drug and alcohol testing?

Agency Yes  No  N/A   
Contractor Yes  No  N/A

5. Are your agency and/or your contractors' confidential drug and alcohol testing result records kept in a location that is locked and inaccessible to other employees? (Please physically verify on-site when conducting the agency monitoring visit.)

Agency Yes  No  N/A   
Contractor Yes  No  N/A

### OVERALL COMMENTS

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Caltrans found the buses to be in exceptional condition and up-to-date in operational and accessibility areas.

Agency is aware and will comply with Title VI information posted inside the buses.

Caltrans has the following vehicles that need repair:

- License #1312638 - Bluebird: Front left-turn signal light is out.
- License #1327542 - GMC Glaval Titan: Rear right-turn signal light is out.

FCRTA is commended for their continued efforts to create an efficient and innovative transit system for the County of Fresno.

Caltrans appreciates all your time and effort to maintain these vehicles in excellent condition, and we look forward to the next inspection phase.

### RESULTS OF THE REVIEW

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Compliant  Noncompliant

Total Number of Deficiencies: 0



Description of Deficiencies: 0

Measures to Prevent Recurrence(s): N/A

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Caltrans Representatives:

Scott Lau

*Moses Stites / Janelle Del Campo*

Agency Representatives:

Moses Stites

Janelle Del Campo

Phone #: (559) 233-6789

Monitoring done by state employee and is a visual inspection only.





**RESOLUTION #2019-12**  
**APPROVING THE PROJECT LIST FOR FY 2019-20**  
**FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

In the matter of:  
Fresno County Rural Transit Agency  
State of Good Repair Account Grant Application

RESOLUTION AUTHORIZING  
FCRTA'S STATE OF GOOD REPAIR  
ACCOUNT GRANT APPLICATION  
FOR BUS MAINTENANCE AND  
FUEL YARD FACILITY

**WHEREAS**, Senate Bill 1 (SB1), the Road Repair and Accountability Act 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

**WHEREAS**, the Fresno County Rural Transit Agency (FCRTA) is an eligible project sponsor and may receive and distribute State Transit Assistance – State of Good Repair funds to eligible project sponsors (local agencies) for eligible transit capital projects;

**WHEREAS**, the FCRTA distributing SGR funds to eligible project sponsors (local agencies) under its regional jurisdiction; and

**WHEREAS**, the FCRTA concurs with and approves the attached project list for the State of Good Repair Program funds; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby approves the SB1 State of Good Repair Project List for FY 2019-20; 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 Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.

**NOW, THEREFORE, BE IT RESOLVED**, that the General Manager, Moses Stites is hereby authorized to submit a request for Scheduled Allocation of the SB1 State of Good Repair funds and to execute the related grant applications, forms and agreements.

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Signed \_\_\_\_\_  
David Cardenas, 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 September, 2019.

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 March \_\_, 2019 ("**Effective Date**"), by and between FARMER IN THE DILL, LP, a California limited partnership (collectively "**Seller**"), and FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers authority ("**Buyer**") who 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 that certain real property commonly referred to as Assessor's Parcel Number 390-190-16s, all as more fully described in **Exhibit A**, attached hereto together with all right, title and interest in and to all rights, privileges, easements or appurtenances and improvements thereon or relating thereto (collectively, the "**Property**"), subject to the terms and conditions set forth herein

2. Purchase Price.

(a) The purchase price for the Property ("**Purchase Price**") shall be Four Hundred Ten Thousand Dollars (\$410,000.00).

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

(i) Within 3 days following the Effective Date, Seller and Buyer shall open an escrow in connection herewith ("**Escrow**") at Chicago Title Company ("**Escrow Holder**"), and Buyer shall deposit into Escrow the amount of Five Thousand Dollars (\$5,000.00) ("**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. Feasibility Period.

(a) From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller shall afford authorized representatives of Buyer access to the Property, upon reasonable prior notice to Seller, and so long as such access does not unreasonably interfere with the conduct of business on or use of the Property, for purposes of conducting such physical inspections and investigations of the Property as Buyer deems necessary (the "**Inspections**"). Seller's representative shall be present with Buyer or Buyer's representative for any access to the Property. The Inspections and investigations may include, without limitation, (i) a review of existing zoning, entitlement, planning or similar issues applicable to the Property; (ii) a review of the physical condition of the Property and the systems serving the Property; (iii) a review of the environmental condition of the Property, including a Phase I environmental site assessment and any proposal regarding a Phase II environmental site assessment. Buyer agrees not to conduct or

cause to be conducted any invasive testing, borings, samples or a Phase II environmental site assessment without the prior written consent of Seller.

(b) As used herein, the term (“**Feasibility Period**”) shall refer to a period of time to expire at 5:00 p.m., California time, 20 calendar days following the Effective Date; provided, however, that if the 20<sup>th</sup> day is a Saturday, Sunday or holiday on which banking institutions are closed in the State of California, then the Feasibility Period shall expire on the following business day. Buyer may elect, by written notice to Seller at any time prior to the expiration of the Feasibility Period, to terminate this Agreement, which election shall be in Buyer’s sole and absolute discretion. If Buyer desires to terminate this Agreement pursuant to this Section 4(b) then before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of Buyer’s election to terminate (the “**Buyer’s Notice to Terminate**”). If Buyer desires to proceed with the purchase of the Property subject to the remaining conditions set forth in this Agreement, then on or before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of such election to proceed (the “**Buyer’s Notice to Proceed**”), electing to waive Buyer’s right of termination pursuant to this Section 3(b) and proceed with the Closing subject to the remaining conditions set forth in this Agreement. If Buyer fails to deliver either Buyer’s Notice to Terminate or Buyer’s Notice to Proceed to Seller prior to the expiration of the Feasibility Period, then Buyer shall be deemed to have elected to Terminate this Agreement. In the event of the termination of this Agreement pursuant to this Section 3(b), neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).

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 B** 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 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 10 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 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 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 I 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:

(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, and recover any documents delivered to Escrow Holder pursuant to 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. Default, Termination and Remedies.

(a) Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (i) any of the Conditions Precedent contained in Section 7 has not been satisfied or waived by Buyer by the Closing Date (defined below), or (ii) Buyer having exercised its right to terminate this Agreement pursuant to Section 3 (disapproval of feasibility investigation), Section 4 (disapproval of title) or Article 13



(condemnation). In such event the parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement.

(b) Buyer's Remedies. If Seller breaches this Agreement, or if this Agreement terminates as a result of Seller's material breach, Buyer shall be entitled to pursue all remedies permitted herein and by law, including, without limitation, the remedy of specific performance.

(c) SELLER'S REMEDIES/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 30 days following the Effective Date of this Agreement, or as may be extended as

provided below. Seller may extend the Closing Date for a period of up to 180 days, for purposes of facilitating a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 (“**1031 Exchange**”) provided for in Section 17. Any such extension may be effectuated by Seller by giving written notice of such extension to Buyer no later than 10 days in advance of the Closing Date. For avoidance of doubt, completion of a 1031 Exchange by Seller is not a Condition Precedent and Seller shall not be entitled to delay the Closing except as expressly set forth in this Section 9(b).

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

(i) the duly executed and acknowledged Grant Deed for the Property (Exhibit B);

(ii) 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 C** 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;

(iii) 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.

(iv) 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;

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

(vi) 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 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;

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

(3) Buyer is a public entity and exempt from any city or county transfer taxes and recording fees;

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

(ii) The provisions of this Section 9(f) shall survive the Closing.

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

(a) Seller's Authority. 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 legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

(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. 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. 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**" 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) Seller has not 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 has been no release of any Hazardous Material on 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.

(e) Misstatements and Omissions. Neither the representations and warranties made by Seller in this Article 10 nor elsewhere in this Agreement contain any untrue statement or omission of a material fact.

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

(a) Buyer is a joint powers authority 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 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 13(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 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 13(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, 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. Tax-Deferred Exchange, Seller Acknowledgement.

(a) Cooperation With Exchange. Buyer shall cooperate with Seller if such party intends to accomplish a 1031 Exchange. Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller shall indemnify and defend and hold Buyer harmless from any claims, loss, damages or liability arising out of participation in an exchange. Seller acknowledges and agrees that completion of a 1031 Exchange is not a Condition Precedent, and Seller's failure to convey the Property at Closing for any reason associated with a 1031 Exchange shall be a material breach of this Agreement and Buyer shall be entitled to pursue all remedies it may have hereunder or at law as a result of such occurrence, including, without limitation, the remedy of specific performance.

(b) Seller's Acknowledgement Regarding Taxes. Seller represents and warrants it has sought advice from a tax professional regarding the transactions contemplated by this Agreement, and further acknowledges that neither Buyer nor any of its employees, agents, attorneys, board members, officers, or representatives have made any representations regarding the tax consequences of the transaction contemplated by this Agreement, including, without limitation, the availability of or the requirements for successful completion of a 1031 Exchange.

Seller's Initials: \_\_\_\_\_



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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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 to any entity .

(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, than 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) Brokers. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

(o) 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.

(p) 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.

(q) 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.

*[Signatures on Following Page]*



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

**SELLER:**

FARMER IN THE DILL, LP, a California limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**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 FCRTA :  
DANIEL C. CEDERBORG, County Counsel


By:  \_\_\_\_\_  
BRYAN D. ROME, Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION

Lot 11 of Tract No. 5429, in the City of Selma, County of Fresno, State of California, according to the map recorded in Book 71 Page 3 of Plats, Fresno County Records.

Excepting therefrom an undivided one-half interest in and to all oil, gas and other minerals and minerals rights of whatever nature and description in or under said land, as reserved in the Deed from the Security Company, a corporation, to Walter N. Hoegh and Mabelle Hoegh, husband and wife as joint tenants, dated December 8, 1941, recorded January 7, 1942 in Book 1998, Page 62, Document No. 694 of Official Records.

EXHIBIT B

FORM OF DEED

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

[buyer address or attorney]

A.P.N.: \_\_\_\_\_

(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

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383. The undersigned declares that this Grant Deed is exempt from Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11922.]

GRANT DEED

FOR VALUE RECEIVED, \_\_\_\_\_ (“Grantor”), hereby 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 in Exhibit A, attached hereto and incorporated herein by reference (the “Property”).

Lot 11 of Tract No. 5429, in the City of Selma, County of Fresno, State of California, according to the map recorded in Book 71 Page 3 of Plats, Fresno County Records.

Excepting therefrom an undivided one-half interest in and to all oil, gas and other minerals and minerals rights of whatever nature and description in or under said land, as reserved in the Deed from the Security Company, a corporation, to Walter N. Hoegh and Mabelle Hoegh, husband and wife as joint tenants, dated December 8, 1941, recorded January 7, 1942 in Book 1998, Page 62, Document No. 694 of Official Records.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of \_\_\_\_\_, 2019.

**GRANTOR:**

By: \_\_\_\_\_



**CERTIFICATE OF ACCEPTANCE**

Pursuant to Section 27281 of the  
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_, a \_\_\_\_\_, as Grantor thereunder, to \_\_\_\_\_, a \_\_\_\_\_, as Grantee thereunder, is hereby accepted by the undersigned officer on behalf of \_\_\_\_\_, pursuant to the authority conferred by Resolution No. \_\_\_\_\_, adopted by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_\_\_ \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Title)



EXHIBIT C

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: \_\_\_\_\_