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

DATE: Thursday, October 29, 2020
TIME: 5:30pm, **AFTER** the Fresno Council of Governments (FCOG) Meeting
PLACE: FCOG / FCRTA Offices
Ash 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.

**OUT OF AN ABUNDANCE OF CAUTION REGARDING THE COVID-19 VIRUS THE
OCTOBER 29, 2020, FCRTA BOARD MEETING WILL BE HELD VIA ZOOM.**

Joining the meeting:

<https://zoom.us/j/93923806196?pwd=YWlJZkw5cWYwbnM5RR0pGZHZhSzMVUzZ09>

Meeting ID: 939 2380 6196

Passcode: 930287

If you wish to address the FCRTA Board during the public comment portion of the agenda, click on the icon labeled "Participants" at the bottom center of your PC or Mac screen. At the bottom of the window on the right side of the screen, click the icon labeled "RaiseHand". Your digital hand will now be raised.

Join by Phone

+1 669 900 6833 US (San Jose)

Meeting ID: 939 2380 6196

Passcode: 930287

When on the phone, if you wish to address the FCRTA Board during the public comment portion of the agenda, Press *9 to "RaiseHand" and we will select you from the meeting cue. Use *6 to unmute yourself before speaking.

Those addressing the FCRTA Board must state their first and last name and agency for the record.

To facilitate electronic access, no person shall speak until recognized by the Chair.

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 September 24, 2020 [ATTACHMENT]

B. Contractor Services Agreement with Walker Consultants [APPROVE]

Summary: FCRTA pursues numerous local, state and federal grant funding opportunities to assist with various capital and operational transit projects. It is necessary and desirable that FCRTA retain a firm to provide technical assistance with specific transit related EV, mobility and capital grant projects. FCRTA seeks a sole source consulting services agreement with Walker Consultants to provide the necessary technical assistance with transit related EV, mobility and capital grant projects. Walker Consultants has provided previous technical assistance and grant support with FCRTA's Clean Mobility Voucher application and the Sustainable Transportation Equity Project (STEP) Grant. Attached is the Contractor Services Agreement for your review (ATTACHMENT).

Action: Staff recommends that the Board authorize the General Manager to execute a sole source agreement with Walker Consultant in the amount not to exceed \$60,000.

C. Coalinga Transit [APPROVE]

Summary: The City of Coalinga currently operates the Coalinga demand response and fixed route transit services. City of Coalinga is currently the only subsystem not being operated by FCRTA through MV Transportation. FCRTA staff is recommending that the City of Coalinga transfer the transit services to FCRTA which will be operated by the subcontractor MV Transportation. This will result in significant cost savings of approximately 25-40% as well as a significant savings in insurance costs since the vehicles would then be covered by the subcontractor's MV Transportation insurance. The current drivers will be offered employment by MV Transportation.

Action: Staff recommends Board approval of the City of Coalinga transition and authorize FCRTA to operate the City of Coalinga subsystem effective 7/1/2021.

D. REV-UP (Rural Electric Vehicle Utilization Project) Micro-Mobility Pilot Project [INFORMATION]

Summary: FCRTA in partnership with Inspiration Transportation, deployed the REV-UP (Rural Electric Vehicle Utilization Project) providing rides to unincorporated communities using Chevy Bolt electric vehicles. The pilot project which offers \$5 round trip rides launched in West Park on October 5th, 2020 and will extend to other rural communities including Biola in the coming weeks. The flyer is attached for your information (ATTACHMENT).

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

E. Solar Arc Chargers with Electrify America [INFORMATION]

Summary: The Board approved in September the agreement with Electrify America to deploy eight (8) Solar EV Level 2 Arcs in the Central Valley in areas where they will do the most good. FCRTA is the host organization and Electrify America is providing the units, the installation and the maintenance. Eight (8) Solar Arc units have already been placed in the cities of Parlier, Selma, Mendota, Fowler, Reedley,

Orange Cove, Sanger and Huron. FCRTA has been given an opportunity for an additional two (2) solar charging units that will be placed in Kerman and Firebaugh. There may be an opportunity for additional solar charging units in the future. Delivery of the additional two (2) units is expected by the end of November.

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

F. Federal Transit Administration COVID Mitigation Research Grant Application [APPROVE]

Summary: FCRTA is proposing a project submittal for \$735,761 in total funding through the Federal Transit Administration (FTA) COVID Mitigation Research Grant Program. This project is designed to find cost-effective solutions to reducing risk to passengers and drivers of infection from the novel coronavirus, SARS-CoV-2, that causes COVID-19 disease while using transit services in rural Fresno County. With growing evidence that the SARS-CoV-2 virus is airborne and can infect people by lingering in the air and/or moving through heating and ventilation systems, this research into how to make transit ridership safe from infection is not only critical to preserve public health, but is also essential to assure the public that transit services can be made safe from this virus and future viruses. The project partners for this research project include; the Fresno State Transportation Institute within the school of Engineering at CSU, Fresno and supported by staff from the Department of Quantitative and Systems Biology at UC, Merced with their state-of-the-art infectious virus research lab. Vehicle retrofit work will be done by Air2O, Inc. a highly respected HVAC engineering firm. Public education and outreach will be led by Walker Consultants with support from Fresno Metropolitan Ministry, a 501c3 community-based organization. Both organizations have done extensive outreach and engagement on community transportation needs and health within Fresno County. The project description is attached for your review (ATTACHMENT).

Action: Staff recommends Board approval of the FTA COVID Mitigation Research Grant Application in the amount of \$735,761.

3. CLOSED SESSION

**A. CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION
Government Code Section 54956.9(d) (2) (1 Case)**

4. OTHER BUSINESS

A. Items from staff.

B. Items from members.

5. ADJOURNMENT

Executive Minutes

Thursday, September 24, 2020 at 5:30 P.M after COG Policy Board Meeting
 COG Sequoia Conference Room
 2035 Tulare St., Suite 201, Fresno, CA

Members Attending:

Mayor Ron Lander, City of Coalinga
 Mayor Elsa Lopez, 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 Victor Lopez, City of Orange Cove
 Mayor Pro Tem Trinidad Pimentel, City of Parlier
 Mayor Pro Tem Mary Fast, City of Reedley
 Mayor Frank Gonzalez, City of Sanger
 Mayor Amarpreet Dhaliwal, City of San Joaquin
 Mayor Louis Franco, City of Selma

Moses Stites, General Manager
 Janelle Del Campo, Operations Manager
 Bryan Rome, County Counsel
 Jeaneen Cervantes, FCOG

Absent:

Supervisor Sal Quintero, Fresno County
 Mayor Rolando Castro, City of Mendota

1. **ROLL CALL** — Meeting called to order 7:28 p.m
 Public Presentations - This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.

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

2. **CONSENT ITEMS**
 - A. Approve Executive Minutes of July 30, 2020 [ATTACHMENT]
 - B. Sustainable Transportation Equity Project (STEP) Grant [APPROVE]
 - C. Coronavirus Aid Relief Economic Stimulus (CARES) 2 [APPROVE]
 - D. Electrify America Agreement [APPROVE]
 - E. NEPA Approval Letter for the FCRTA Maintenance and Operations Facility in the City of Selma [INFORMATION]
 - F. Creek Fire – Auberry Transit Update [INFORMATION]
 - G. Amendment IV to the Agreement for Contractor Services with MV Transportation [APPROVE]

Consent Items A, E, F and G.

A motion was made by Mayor Pro Tem Pimentel (Parlier) and second by Mayor Leon (Huron).
 A vote called, and motion carried.

Item B was pulled by Mayor Pro Tem Fast (Reedley) and Items C and D were pulled by Mayor Leon (Huron).

Pulled Items:

B. Sustainable Transportation Equity Project (STEP) Grant

Moses replied, you have before you for consideration a proposal through the California Air Resources Board and FCRTA was fortunate enough to team up with four (4) entities to make up this consortium to apply for this funding and this is for a 4 year project. The availability for funding throughout the state is for \$20 million dollars and CARB will likely fund three or four projects statewide, typically they look at Northern and Southern California which is heavily populated and sometimes they overlook the Central Valley. The other partners are Inspiration Transportation, Fresno Metro Ministry, Walker Consultants and Fresno State Transportation Institute. The reason we have a diverse group involved is the outreach and technical assistance involved and if awarded we'll have a micro transit program in the rural areas especially focused in the unincorporated communities.

Mayor Leon (Huron) asked if this is only an Urban budget?

Moses replied, it is focused in the rural area, but it also has connectivity to Southwest area.

Mayor Pro Tem Fast (Reedley) asked if the vehicles were being located at different cities? Moses responded that the vehicle would be located with Inspiration Transportation in which they would dispatch the call to driver.

C. Coronavirus Aid Relief Economic Stimulus (CARES) 2

Moses informed the Board that FCRTA was fortunate enough to get approximately \$1.7 million in the initial first phase of the Stimulus (CARES) Act funding. We got another notification which is Phase II and we need to make a commitment of where the money will be used. This comes from the Federal Transit Administration down to Caltrans District Six as it will be uploaded to their Statewide program. We made a commitment to purchase five (5) thirty-foot BYD electric buses so we can deploy them in the demand response and fixed routes.

D. Electrify America Agreement

FCRTA has applied unsuccessfully to Electrify America, however we were contacted by Electrify America and essentially they inquired to see if we could host 5 of the 32 units they have available for California. They knew we have 1 solar unit in each of the 13 rural incorporated cities and asked if we could use any additional solar units. We negotiated 8 units which is 3 above the 5 that were originally allocated. If approved they will start delivering the units tomorrow free of charge.

A motion was made by Mayor Dhaliwal (San Joaquin) and second by Mayor Leon (Huron). A vote called, and motion carried.

3. CLOSED SESSION (Mayor Cardenas)

A. Public Employee Performance Evaluation Government Code Section 54957 (b) (1) Title: General Manager

Nothing to report

4. OTHER ITEMS

A. Items from Staff

1. Orange Cove Solar Tree Update

Moses informed the board that Orange Cove would be getting a Solar Tree

and there would be construction in the area.

2. Meal Delivery Update in Selma and Kingsburg.

The City of Kingsburg and Selma are continuing their meal delivery.

3. 8 Solar Arc's Delivery

With the approval of the board the delivery of the 8 Solar Arcs' will start 9/26/20.

B. Items from Members

Mayor Pro Tem Fast (Reedley) asked when would the in-person meetings take place?

Moses replied that as for now they are following the guidelines from the State and he would discuss with Tony Boren.

5. **ADJOURNMENT**

A motion was made by Mayor Leon (Huron) and second by Mayor Pro Tem Fast (Reedley). A vote was called, and motion carried.

Respectfully submitted,



Moses Stites
General Manager

**FRESNO COUNTY RURAL TRANSIT AGENCY
AGREEMENT FOR CONTRACTOR SERVICES**

This AGREEMENT FOR CONTRACTOR SERVICES (hereinafter "Agreement"), made and entered into this ____ day of _____, 2020 (hereinafter "Effective Date") by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, 2035 Tulare St., Suite 201, Fresno, California 93721, a joint powers Public Agency (hereafter referred to as "FCRTA"), Walker Consultants, 4909 Eisenhower Blvd, Tampa, Florida 33634, a Michigan Corporation (hereafter referred to as "CONTRACTOR"). FCRTA and CONTRACTOR are each a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, it is necessary and desirable that FCRTA retain a firm to perform technical duties and provide technical assistance with specific transit related planning and analysis, mobility and capital grants (hereafter referred to as "PROJECT"); and

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

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

I. CONTRACTOR'S OBLIGATIONS

A. The CONTRACTOR shall perform all work necessary to complete the PROJECT. CONTRACTOR shall perform all technical/administrative tasks overseeing the PROJECT, as described in: (1) Scope of Work & Project Timeline attached hereto as Exhibit A and incorporated herein by this reference as though set forth in full. CONTRACTOR shall perform those tasks and services in accordance with the instructions set forth in Exhibit A. In the event of any inconsistency between this Agreement (minus Exhibit A) and Exhibit A, such inconsistency shall be resolved by giving precedence in the following order of priority: (1) to the text of this Agreement; (2) to Exhibit A.

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

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

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II. FCRTA's OBLIGATIONS

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

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

III. COMPENSATION

A. Total Compensation.

Notwithstanding any other provision in this Agreement, the basic fee for the services rendered shall be computed at the hourly and cost rates as set forth in Exhibit A (CONTRACTOR's Scope of Work & Project Timeline), and shall be limited by an amount not to exceed the sum of \$60,000.00.

B. Progress Payments.

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

C. Invoices.

CONTRACTOR shall submit two copies of each invoice with adequate supporting documentation of work billed and costs charged by Task as set forth in Exhibit A, to FCRTA, specifying those services which CONTRACTOR believes have been completed. The invoice shall specify: (1) hours worked multiplied times the billing rates authorized in Exhibit A, (2) an itemization of other direct cost and/or subcontractor fees as set forth in Exhibit A; (3) the total amount billed for the current period, (4) the total amount billed to-date for the project. (5) the retention amount withheld. The invoice shall include a written progress report adequately describing the services billed and provided, and summarizing the status of the PROJECT in regards to task completion, timelines, and budget.

D. Payment.

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

E. Disputes.

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

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

FCRTA and CONTRACTOR shall endeavor to resolve any dispute informally between them. In the event the dispute cannot be thus resolved, either Party may request the Parties engage in arbitration or mediation (hereafter referred to as "arbitration") of the dispute before an independent arbitrator. In the case the Parties mutually agree to arbitrate the dispute, they shall mutually select an independent arbitrator or panel of arbitrators from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or another entity mutually agreed to. In the event a panel of arbitrators is selected, each Party shall select one member, and shall mutually agree on a third member of the panel. Any arbitration shall occur in Fresno County, California.

IV. TERMINATION

A. Termination Without Cause.

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

B. Breach of Contract.

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

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

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

C. Non-Allocation of Funds.

The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. CONTRACTOR services and reimbursements beyond June 30, 2021, are subject to the inclusion of this project in the FCRTA FY21-22 Budget. Should sufficient funds not be allocated, the services to be provided hereunder may be modified, or this Agreement terminated at any time by FCRTA's giving the CONTRACTOR thirty (30) days advance written notice.

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

V. RIGHT TO PUBLISH/OWNERSHIP OF MATERIALS

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

VI. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR to be provided under this Agreement, it is mutually expressly understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of

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

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

VII. ASSIGNMENT

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

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

CONTRACTOR has submitted a Scope of Work (Exhibit A) which names no subcontractors ("Approved Subcontractors") as subcontractor(s) for the purposes of this Agreement. CONTRACTOR represents and covenants by entering into this Agreement that it is the prime contractor in this Agreement, and that it is responsible for all acts or omissions of its said subcontractors, if any. CONTRACTOR shall also be responsible for submitting invoices, in accordance with the requirements of Section III of this Agreement, to FCRTA for work performed by the Approved Subcontractors, and shall remit payment to the Approved Subcontractors in accordance with the agreements between CONTRACTOR and the Approved Subcontractors. FCRTA shall have no responsibility to provide compensation directly to the approved Subcontractors, if any.

VIII. BINDING NATURE OF AGREEMENT; MODIFICATION

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

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IX. INDEMNITY

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

X. NON DISCRIMINATION AND DBE

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

XI. INSURANCE

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

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

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

Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein.

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

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

D. Cyber liability coverage with limits of \$1,000,000 per occurrence or claim.

E. Workers compensation insurance as required by law.

CONTRACTOR shall not cancel or change any insurance policy required by this Agreement without a minimum of thirty (30) days advance, written notice given to FCRTA.

CONTRACTOR shall provide certification of each insurance policy required by this Agreement to FCRTA within twenty-one (21) days of the Effective Date.

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

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

XII. CONFLICT OF INTEREST

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

XIII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect through June 30, 2021 unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

XIV. NOTICES

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

FCRTA

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

CONTRACTOR

Walker Consultants 4909
Eisenhower Blvd
Tampa, Florida 33634

For all claims arising out of or related to this Agreement, nothing in this Section 17 establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

XV. PROJECT MANAGER

The CONTRACTOR's project manager shall be Chrissy Mancini Nichols. CONTRACTOR may not change its project manager without obtaining prior express written approval by FCRTA. It is understood by the parties hereto that in entering into an agreement of

this type with CONTRACTOR, FCRTA has evaluated CONTRACTOR's Scope of Work & Project Timeline (Exhibit A) and taken into consideration the project team designated therein for this PROJECT, including but not limited to CONTRACTOR's designation of Chrissy Mancini Nichols as the project manager for said PROJECT.

XVI. VENUE: GOVERNING LAW

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

XVII. COMPLIANCE WITH LAWS

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

CONTRACTOR also agrees to comply with applicable federal procedures in accordance with Title 2, CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 2 CFR, Part 1201, Uniform Administrative Requirements Costs Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under Title 2, CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR, Part 1201, Uniform Administrative Requirements Costs Principles, and Audit Requirements for Federal Awards, are subject to repayment by CONTRACTOR to FCRTA.

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

XVIII. CONTRACTOR'S LEGAL AUTHORITY

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

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XIX. NO THIRD PARTY BENEFICIARIES

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

XX. SEVERABILITY

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

XXI. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES

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

XXII. DRUG FREE WORK PLACE

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

XXIV. INTEGRATED AGREEMENT

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

(Signature Page follows.)

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

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CONTRACTOR,

By _____
Chrissy Mancini Nichols, Project Manager

CONTRACTOR,

By _____
Steffen Turoff, Director of Planning

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

By Bryan D. Rome E-Signed on
BRYAN ROME, Deputy County Counsel October 14, 2020

Exhibit A

Scope of Work & Project Timeline

Introduction

- FCRTA pursues numerous local, state and federal grant funding opportunities to assist with various capital and operational transit projects. It is necessary and desirable that FCRTA retain a firm to provide technical assistance with specific transit planning and analysis, EV, mobility and capital grant projects.
- FCRTA has numerous ongoing innovative projects and it is necessary to retain a firm to provide technical planning, analysis, and evaluation assistance for those projects to ensure their success.

Tasks

- Contractor will work interactively with FCRTA to provide support on a variety of projects including state, federal and local grant projects that includes but is not limited to; Measure C New Technology Grant, FCOG Sustainable Infrastructure Planning Grant, Caltrans Sustainable Communities Planning Grant, FTA 5339(b) Bus and Bus Facilities Grant, Federal Transit Administration competitive grants, and CalSTART Clean Mobility Options Grant.
- Contractor will provide assistance with transit planning, policy, analysis and evaluation on existing FCRTA projects and service.
- Contractor will provide technical assistance with development and implementation on future FCRTA grant projects that include transit planning, policy, analysis, and evaluation.
- Contractor will provide technical assistance with development and implementation on future FCRTA grant projects that include outreach and engagement.
- Contractor will perform various research, data analysis, budgetary analysis, program analysis and computer research functions to support FCRTA's projects.
- Contractor will create various data and research material to support FCRTA's grant projects including; service planning and analysis, evaluation and monitoring, and community meeting support as required by funding sources prior to submittal.
- Contractor will evaluate and assist in microtransit projects.

Project Timeline & Reports

Timeline	Description	Cost
October 29, 2020	FCRTA Board considers Contractor Agreement for approval	
November 1, 2020	Agreement is executed with FCRTA and Contractor	
November 2, 2020	Work initiates with FCRTA and Contractor on SOW	
June 30, 2021	Work is completed with FCRTA and Contractor on SOW	
	Hours will be billed at \$100/hr. Project Not-to-Exceed Total	\$60,000

Contractor will provide a summary report of program activities each month along with monthly billings.



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Take advantage of our new ride-sharing service for West Park residents. If you need transportation into the Fresno-Clovis Metropolitan area, give us a call! The service utilizes a Chevy Bolt electric vehicle, and rides are offered on a first-come, first-serve basis.

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**MASK GIVEAWAY
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SATURDAY, OCT. 24th
10:00am - 2:00pm
SABER'S MARKET
3320 W Jensen Ave.
Fresno, CA 93706

HOSTED BY:
 CRLA, Los Olvidados, FCRTA,
 Measure C & Inspiration Transportation





¿VIVE EN WEST PARK? ¡UN AVENTÓN!

Aproveche nuestro nuevo servicio de viaje compartido para los residentes de West Park. Si necesita transporte en el área metropolitana de Fresno-Clovis, ¡llámenos!

El servicio utiliza un vehículo eléctrico Chevy Bolt, y los viajes se ofrecen por orden de llegada.

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HORARIO DE SERVICIO:

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FCRTA COVID-19 Mitigation Research Project Detailed Description

Date: 10-21-2020

Project Start Date: 2/1/2021

Project Statement of Work:

Working with Fresno County Rural Transit Agency (FCRTA) as the project administrator and host transit agency, Fresno State Transportation Institute (FSTI), University of California, Merced (UC Merced), Air2O, Inc., Walker Consultants, and Fresno Metro Ministry (Metro) would build off earlier research and testing of airflow and virus mitigation in transit buses focused on COVID-19 infection risk with expanded research that would include:

Task 1: Enhanced Airflow Study.

Budget= \$105,000, Task End Date: 4/1/2021

Primary investigators: FSTI, UC Merced, Air2O Inc.

- Expanded airflow testing in transit buses, vans, and automobiles under various operational states.
 - Includes CFD modeling using actual dimensional measurements and readings for air speed and direction taken from actual vehicles being tested,
 - Interior air quality sampling to test for potential toxic by-products from virucidal mitigation technology,
 - Pressure and humidity readings,
 - Particle counts.

Task 2: Design, Build and Test Cash Fare Box Sterilizer.

Budget= \$28,500, Task End Date: 6/1/2021

Primary investigators: FSTI, UC Merced, Air2O Inc.

- Modification, installation, and verification of effectiveness of a cash farebox equipped with UV-C sterilizer to protect transit staff from viruses on money.

Task 3: Transit Vehicle Retrofit, Testing, and Validation.

Budget= \$265,000, Task End Date: 12/31/2021

Primary investigators: FSTI, UC Merced, Air2O Inc.

- Initiate a two-phase retrofit, testing and validation process.
 - Baseline air quality sampling in the vehicles identified for the project to set a baseline for air contaminants prior to retrofit. This testing would include swabbing for viruses and other biological contaminants
 - Phase 1 implementation would require retrofit a total of (6) six existing transit buses, vans, and cars with photocatalytic inserts and UV-C insert engineered into the HVAC system. (1, 35-foot Eldorado CNG without side door; 1, 40-foot Proterra electric with

side door; 1 CNG 26-foot cutaway bus; 1 Zenith electric van; 1 Chevy Van; 1 Chevy Bolt EV).

- Each retrofitted vehicle would be tested for two days under actual operational conditions with each technology installed separately for evaluation. This testing would restrict ridership to project personnel only and no public would be involved.
 - Live virus testing with each technology,
 - Interior air quality sampling to test for potential toxic by-products from each virucidal mitigation technology installed in the HVAC system,
 - Pressure and humidity readings during operations,
 - Particle counts.
- Phase 2 would include longer term operational testing and validation for 10 months with more vehicles equipped with the technologies that did not produce any potentially toxic by-products for passengers and drivers. The phase would include:
 - An added (6) buses, vans, and cars would be retrofitted with the technologies proven successful in Phase 1.
 - Swab testing for live virus every two weeks to check for technology effectiveness at killing viruses or other pathogens.
 - Air sampling and particle counts conducted every two weeks to check for potentially toxic by-products in air samples.
 - This phase of testing and validation would involve the buses operating in regular revenue service.
- Monitor and report the impacts of the technology on electric vehicle range, strain on vehicle electrical systems, and impacts on HVAC airflow.
- Monitor and report maintenance needs/issues of the new technology.
- Provide maintenance technician training on the technology and any hazards associated with it.
- Engage with bus HVAC manufacturers on design refinement and/or development of large scale retrofit kits.

Task 4: Bus Interior Surface Virus Mitigation.

Budget= \$69,500, Task End Date: 12/31/2021

Primary investigators: FSTI, UC Merced, Air2O Inc.

- Retrofit passenger hand rails and stanchions with virucidal copper wraps and monitor wear and effectiveness over time using live virus.
- Test effectiveness of portable UV-C technology in cleaning the interior of buses of viruses. This testing would use live bacteriophage virus testing and swabbing for residual viruses left behind by passengers or drivers during revenue service.

Task 5: Lab Testing with SARS-CoV-2.

Budget= \$16,600, Task End Date: 4/30/2021

Primary investigator: UC Merced

- Conduct actual comparison testing between live SARS-CoV-2 virus and surrogate viruses to determine if mitigation measures that destroyed surrogates in the initial research will also be effective in killing SARS-CoV-2. This testing would be done in special virus safe lab conditions at UC Merced.

Task 6: User Education and Knowledge Transfer.

Budget= \$151,000, Task End Date: 1/14/2022

Primary contractors: Walker Consultants, Fresno Metro Ministry

- Conduct user education campaign in English and Spanish about virus risk, personal safety measures, and how the new technology improves transit vehicle safety.
- Publish results of project and disseminate through various channels for knowledge transfer.

Task 7: Project Administration.

Budget= \$59,500, Task End Date: 1/31/2022

Primary contractor: FCRTA

Time period of performance for the project: 1 year

Federal Budget Request: \$695,100

Matching Funds: \$40,661

Total Project Budget: \$735,761