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

DATE: Thursday, November 19, 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  
NOVEMBER 19, 2020, FCRTA BOARD MEETING WILL BE HELD VIA ZOOM.**

**Joining the meeting:**

<https://zoom.us/j/97711454488?pwd=L3lweE9lQ0l0d1FyNnY5bm9KY2xOUT09>

Meeting ID: 977 1145 4488

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: 977 1145 4488

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 October 29, 2020 [ATTACHMENT]**

**B. Fueling Agreement with Selma Unified School District [APPROVE]**

**Summary:** FCRTA's temporary maintenance and operations are located in the City of Selma while the new facility is being constructed. FCRTA currently utilizes the Selma Unified School District Transportation Services location to park a number of FCRTA's back-up fleet vehicles. Due to the proximity to the maintenance and operations, this is an ideal location to fuel the gasoline buses. The Selma School District is willing and able to provide FCRTA access to the fueling station to provide gasoline fuel for FCRTA's fleet vehicles. Attached is the Agreement for your review (ATTACHMENT).

**Action:** Staff recommends that the Board authorize the General Manager to execute agreement with Selma Unified School District.

**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, October 29, 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 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  
 Alison Samarin, County Counsel  
 Jeaneen Cervantes, FCOG

## Absent:

Supervisor Sal Quintero, Fresno County  
 Mayor Pro Tem Gary Yep, City of Kerman  
 Mayor Rolando Castro, City of Mendota

1. **ROLL CALL** — Meeting called to order 6:47 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 September 24, 2020 [ATTACHMENT]
- B. Contractor Services Agreement with Walker Consultants [APPROVE]
- C. Coalinga Transit [APPROVE]
- D. REV-UP (Rural Electric Vehicle Utilization Project) Micro-Mobility Pilot Project [INFORMATION]
- E. Solar Arc Chargers with Electrify America [INFORMATION]
- F. Federal Transit Administration COVID Mitigation Research Grant Application [APPROVE]

**Consent Item C was pulled by Mayor Lander (Coalinga)**

Consent Items A,B,D, E and F. A motion was made by Mayor Pro Tem Pimentel (Parlier) and second by Mayor Roman (Kingsburg) A vote called, and motion carried.

Mayor Lander (Coalinga) would like an overview of exactly how the transition would work as the public is thinking they are losing the transit service?

Moses response, the reason FCRTA staff put this item on agenda is to formally take action as most of you recall and City of Coalinga and staff is aware of it.

However, this past year we brought in the City of Reedley and City of Kerman successfully and it's been working out quite well, it would be appropriate to bring in the City of Coalinga. FCRTA does not intend nor does it plan to cut services in Coalinga. Services would more likely be 100% more reliable and dependable because our provider MV Transportation has drivers and back up drivers if the Coalinga drivers call in sick.

It would be to the advantage of not just the City of Coalinga but to the residents, they would get more dependable and reliable service because of availability of back up drivers.

FCRTA has a central dispatching system where the public can call and make a reservation or call for a pickup on an 1-800 number.

The City of Coalinga would also benefit from the transition because the money that is saved in transferring service to MV Transportation, then the City of Coalinga would be able to augment those funds for other categories like streets, roads, bicycle and so forth. I can assure you their services will not be impaired or impeded.

Mayor Fast (Reedley) had a comment about the change in the City of Reedley and recommends the transition to the City of Coalinga.

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

3. **CLOSED SESSION**

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

This item has been removed from the agenda and staff will return to the Board in November with this item. FCRTA has been assigned outside legal counsel representation by the insurance carrier.

4. **OTHER ITEMS**

A. Items from Staff

1. Moses informed the board that no other drivers have been infected with the COVID-19 except a staff person but not sure if staff got exposed in office or elsewhere.
2. FCRTA is continuing meal delivery to some cities.
3. A day care reached out to transit and asked if it would be possible to transport school age children to a daycare center? Moses' response because our vehicles are GPPV certified we can transport them.

Mayor Roman (Kingsburg) thanked Moses for everything he has done for all the communities.

B. Items from Members  
None

5. **ADJOURNMENT at 7:07 p.m**

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

Respectfully submitted,



Moses Stites  
General Manager

**FACILITIES USE AGREEMENT BETWEEN THE  
SELMA UNIFIED SCHOOL DISTRICT  
AND THE  
FRESNO COUNTY RURAL TRANSIT AGENCY**

**THIS FACILITIES USE AGREEMENT** ("Agreement"), effective on \_\_\_\_\_, 2020, is entered into by and between the Selma Unified School District ("District"), a public school district existing under the laws of the State of California, County of Fresno, and Fresno County Rural Transit Agency ("Agency"). The District and Agency shall be referred to individually as "Party" and collectively as "Parties."

**I.**

**RECITALS**

**WHEREAS**, the District owns and operates a vehicle fueling facility containing both diesel and gasoline fuels as part of its regular operations; and,

**WHEREAS**, the Fresno County Rural Transit Agency seeks a source of diesel and gasoline fuel for its own fleet of vehicles; and,

**WHEREAS**, the District is willing and able to provide Agency access to the District's fueling station to provide diesel and gasoline fuel for the Agency's vehicle fleet.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereby agree as follows:

**II.**

**TERM OF AGREEMENT**

- 2.1. The term of this Agreement shall commence on \_\_\_\_\_, 2020 and shall remain in effect for two (2) years.
- 2.2. After the initial two (2) year term, the Parties may renew the Agreement for additional two (2) year terms upon such terms and conditions as mutually agreed upon between the Parties and executed as an Amendment to this Agreement. Should the Parties fail to mutually agree to terms for each renewal period, this Agreement shall terminate at the end of the then current term

**III.**

**PROPERTY DESCRIPTION**

- 3.1 The District's fuel station is located at 1100 Valley View, in the City of Selma, all facilities at that location shall be referred to herein as the "Property."

**IV.**

**AGENCY'S USE OF PROPERTY**

- 4.1 The District shall make the Property available for the Agency's use providing diesel and gasoline

fuel for its vehicle fleet.

- 4.2 The District use of the Property shall in no way be altered or impacted by Agency's use, and the District shall in no way be required to obtain Agency's permission to use the Property. In the event there is any conflict between the District's use and Agency's use of the Property, the District's use shall take priority.
- 4.3 As it relates to its use of the Property, the Agency shall maintain the Property in good and clean condition.
- 4.4 The Agency shall have access to the Property twenty-four (24) hours per day for the purpose of obtaining fuel from the District's facilities.
- 4.5 Those Agency employees, agents, contractors or volunteers accessing the District's fuel facilities shall be required to use a key and a personal identification number (PIN) issued by the Agency to obtain and record all fuels obtained for Agency vehicles. The Agency shall bear full responsibility for the issuance and maintenance of the keys and PINs and shall coordinate said system with any District system(s) used at the Property. The Agency shall bear full responsibility for the use or misuse of the keys and PINs and shall indemnify and hold the District harmless from and against any claims arising from their use or misuse.

## V.

### **TERMS OF PAYMENT**

- 5.1 The District shall invoice the Agency by the 15<sup>th</sup> of each month for the price of all fuels obtained for Agency vehicles during preceding month. The Agency shall remit to the District payment of the fuel amount of the invoice within thirty (30) days of the date of the invoice. In the event the Agency fails to remit payment to the District within said period of time, the District shall charge the Agency interest in the amount of 12% per annum on all outstanding balances.
- 5.2 The amount the District invoices the Agency for fuel shall be the amount per gallon that the District is billed from its supplier, including all taxes and delivery charges, multiplied by the number of gallons purchased by the Agency. The District shall add to each monthly invoice an amount equal to three percent (3%) of the total cost of the fuel purchased by the Agency. The intent of this additional fee is that it be accumulated over time and be used toward any necessary upgrades, improvements and/or replacements of the fueling facilities. The Agency shall have no right to a refund of these fees should the District decide not to make improvements or replacements of fuel facilities.

## VI.

### **TERMINATION OF AGREEMENT**

- 6.1 This Agreement may be terminated by either or both of the Parties at any time and for any reason upon thirty (30) days written notice.

**VII.**

**ASSIGNMENT**

- 7.1 The Agency shall not assign or encumber its interests in this Agreement or the Property, without first obtaining the District's written consent. Any assignment, encumbrance, or sublease of the Property without District's consent shall be voidable and, at the District's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a waiver of the provisions of this section.

**VIII.**

**PROPERTY INSURANCE**

- 8.1 The Agency agrees to maintain and keep in force during the term of this Agreement comprehensive, broad form, general public liability insurance against all claims and liabilities for personal injury, death, or property damage arising out of its performance or non-performance of this Agreement and/or the Agency's access and use of the Property.
- 8.2 The District agrees to maintain and keep in force during the term of this Agreement liability to cover damage arising out of its performance or non-performance of this Agreement, and property damage insurance on all structures on the Property.

**IX.**

**INDEMNIFICATION**

- 9.1 The Agency agrees that it shall indemnify and hold harmless the District, its Governing Board, officers, agents, employees, appointees, volunteers and guests from any claims for personal injury or death directly arising from Agency's use of the Property. The Agency's agreement to so indemnify the District is limited only to activities related to its use of the Property and/or its performance or non-performance of this Agreement and does not include claims for damage to the Property itself, by fire or otherwise, unless caused, in whole or in part, by the Agency, its employees, agents, contractors, or volunteers.

**X.**

**MAINTENANCE OF PROPERTY**

- 10.1 The Parties agree that the Property, including all grounds and structures, shall be maintained in a safe and usable condition for use by the Agency under this Agreement as required by laws applicable to the operation and maintenance of such a facility.

**XI.**

**DAMAGE OR DESTRUCTION OF PROPERTY**

- 11.1 The Parties agree that, if at any time during the term of this Agreement all or part of the Property is damaged or destroyed, the Parties shall use whatever insurance money they receive as a consequence of such damage or destruction to repair or rebuild the Property.

**XII.**

**GENERAL TERMS AND CONDITIONS**

- 12.1 Severability: The unenforceable, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal.
- 12.2 Governing Law: This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.
- 12.3 Modifications: All modifications of or extensions to this Agreement shall be in writing, signed by all of the Parties.
- 12.4 Time: Time is hereby expressly declared to be of essence in this Agreement.
- 12.5 Notices: Any notices desired or required to be given under this Agreement shall be in writing and shall be delivered personally upon the other, or sent by prepaid registered or certified mail addressed to the respective parties as follows:

District: Selma Unified School District  
3036 Thompson Avenue  
Selma, CA 93662  
Attn: Larry Teixeira

City: Fresno County Rural Transit Agency  
2035 Tulare Street, Suite 201  
Fresno, CA 93721  
Attn: Moses Stites, General Manager

Either Party may change its address or contact person by giving written notice to the other Parties.  
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as follows:

**DISTRICT:**

**AGENCY:**



\_\_\_\_\_  
Larry Teixeira, Assistant Superintendent  
Selma Unified School District

\_\_\_\_\_  
Moses Stites, General Manager  
Fresno County Rural Transit Agency

Date: 10/28/20

Date: \_\_\_\_\_