



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

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

DATE: Thursday, June 24, 2021
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 93721
(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.

**THE FRESNO COUNCIL OF GOVERNMENTS AND FRESNO COUNTY RURAL TRANSIT AGENCY OFFICES
WILL NOT BE OPEN TO THE PUBLIC**

**OUT OF AN ABUNDANCE OF CAUTION REGARDING THE COVID-19 VIRUS FRESNO COG AND FCRTA
PUBLIC MEETINGS WILL BE CONDUCTED ELECTRONICALLY AND TELEPHONICALLY ONLY. ONLY
LIMITED BOARD MEMBERS WILL BE PHYSICALLY PRESENT IN THE FRESNO COG SEQUOIA ROOM,
THE FRESNO COG SEQUOIA ROOM WILL NOT BE OPEN TO THE PUBLIC.
FRESNO COG REMAINS CLOSED TO THE PUBLIC.**

Join Zoom Meeting:

<https://zoom.us/j/93809793684?pwd=ZUJSY0kvb2gvcjZHRy92ZWUwenRHdz09>

Meeting ID: 938 0979 3684 Passcode: 142354

Dial in: +1 669 900 6833

If you wish to address the Board during the public comment portion of the agenda, click on the "Reactions" at the bottom center of your PC or Mac screen. Select the Hand icon, click the icon to "RaiseHand". Your digital hand will now be raised.

When on the phone, if you wish to address Policy Board during the public comment portion of the agenda, Press *9 to "RaiseHand" and we will select you from the meeting cue.

If joining by phone **use *6 to unmute and mute yourself. When joining the meeting all participants are automatically muted. Do NOT use the mute function on your land line phone or cell phone.

Those addressing Policy 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. ACTION ITEMS

A. Rejection of Claim [APPROVE]

Summary: On May 12, 2021 FCRTA received a claim submitted on behalf of Darnise Fielder by the B&D Law Group of Los Angeles, CA. The claim relates an incident which allegedly occurred on December 17, 2020 on a bus in the City of Fresno, at or near the intersection of N. Fruit Ave. and W. Yale Ave. Attached is the Claim for Damages form and proposed Rejection Letter for your review (ATTACHMENTS).

The facts alleged in the claim demonstrate that the injury could not have occurred on equipment owned by FCRTA or as a result of the acts of any FCRTA agent or employee. Attempts to persuade the claimant's attorneys to withdraw the claim as to FCRTA have not succeeded.

Action: Staff recommends rejection of the claim and adoption of Resolution No. 2021-11.

B. FCRTA 2021-2022 Annual Budget [APPROVE]

Summary: The Budget has been prepared to reflect the Fresno Council of Governments (FCOG) 2018 Regional Transportation Plan (RTP) and the proposed Short Range Transit Plan for the Rural Fresno County Area for 2022-2026. The Budget and narrative recommends the implementation of programmed service improvements and continuation of existing services. The budget, which may require periodic amendments during the 2021-2022 fiscal year, is available on FCRTA's website ruraltransit.org.

Action: Open the public hearing, receive comments, and close the public hearing. Staff recommends Board approval of the FY 2021-22 Budget and adoption of Resolution No.2021-05.

3. CONSENT ITEMS

A. Approve Executive Minutes of May 27, 2021 [ATTACHMENT]

B. Consolidated Transportation Services Agency (CTSA) Operations Program & Budget FY 2021-22 [APPROVE]

Summary: The Consolidated Transportation Service Agency's (CTSA) Operations Program and Budget (OPB) for 2021-22 is available on FCRTA's website at: www.ruraltransit.org. The document is designed to provide an overview of how and in what manner the CTSA will provide social service transportation throughout Fresno County over the next fiscal year. The OPB consists of an urban component and a rural component. Sole-designee for the urban CTSA is the City of Fresno/FAX and the sole-designees for the rural CTSA is the Fresno County Rural Transit Agency (FCRTA). For FY 2021-22 the rural LTF pass through totals \$200,000 for FCRTA to provide social service transportation and meal delivery in the rural areas.

Action: Staff recommends Board approval of the Consolidated Transportation Services Agency (CTSA) Operations Program & Budget FY 2021-22.

C. 2022-2026 Short Range Transit Plan for the Rural Fresno County Area [APPROVE]

Summary: The Short Range Transit Plan (SRTP) for the rural Fresno County area has been developed by the Fresno Council of Governments (Fresno COG), and updated by FCRTA in cooperation with the Cities of Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma and County of Fresno. The SRTP for the rural Fresno County area provides a five (5) year action-oriented program to implement the Public Transportation Element of the Regional transportation Plan (2018). The SRTP is also consistent with the recently adopted Fresno County Regional Long-Range Transit Plan (LRTP) 2019-2050. The 30-day public review process was initiated by SSTAC on May 18, 2021. The document is available for your review on the Fresno COG website www.fresnocog.org and the FCRTA website www.ruraltransit.org.

Action: Staff recommends Board approval of the Short Range Transit Plan for the Rural Fresno County 2020-2024 and adoption of Resolution No. 2021-04.

D. Fresno Economic Opportunities Commission Contractor Services Agreement for FY 2021-22 [APPROVE]

Summary: In 2020, the FCOG re-designated the CTSA's in the following: FCRTA is now the sole designee for Rural Fresno County and administers the funding, activities, and transportation programs of all CTSA service providers in Rural Fresno County and the City of Fresno (FAX) is the sole designee for the Fresno Metropolitan Area and administers the funding, activities, and transportation programs of all CTSA service providers within the Fresno Metropolitan Area.

FCRTA and FAX released a NOFA on March 15, 2021 soliciting applications in the form of an Operation Program & Budget (OPB) from eligible applicants to provide social service transportation in two (2) service areas; Rural Fresno County and Urban- City of Fresno. FCRTA is making available up to \$413,000 and the City of Fresno (FAX) is making available up to \$1,230,666 in State Transportation LTF Article 4.5 funds to fund eligible services and activities that support social service transportation within Fresno County. The Board approved in May 2021, the award of the CTSA NOFA services to FEOC. The agreement is available at the FCRTA website www.ruraltransit.org for your review.

Action: Staff recommends Board approval and authorize General Manager to execute agreement.

E. Temporary Maintenance Facility Lease Agreement Extension [APPROVE]

Summary: The Board approved in May 2020, the one (1) year lease agreement (8/15/2020-8/15/2021) for a temporary maintenance facility while the permanent maintenance facility is being built. The temporary site in Selma is located at 1870 Dockery Ave in the City of Selma across from the City yard and around the corner from the new maintenance facility site. FCRTA maintenance services will remain at this location and renew the lease for an additional year while the new maintenance facility is being constructed. The agreement extension is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of the agreement extension for the maintenance facility lease not to exceed one (1) year (8/15/2021-8/15/2022).

F. Safety and Security Service Agreements for FY 2021-22 [APPROVE]

Summary: FCRTA is continuing the Safety and Security service for passengers and drivers with this collaborative partnership that has proven beneficial and continues to be very successful for the Police Departments of all 13 member agencies and FCRTA. Our passenger incidents and 911 calls have decreased over the five (5) years since this program has been in place. Each contract has a maximum of \$10,000.00 annual payment for costs associated with providing this service of boarding buses when they are at transit stops and monitoring bus shelters. The agreements are available at the FCRTA website www.ruraltransit.org.

Action: Staff recommends Board approval and authorize General Manager to execute agreements for each City in the amount not to exceed \$10,000.00 for FY 2021-2022.

G. Amendment I to the Walker Contractor Services Agreement [APPROVE]

Summary: The Board approved in October 2020, the Contractor Services Agreement with Walker Consultants in the amount not to exceed \$60,000. It is necessary and desirable that FCRTA extend this agreement until June 30, 2022 to continue to provide technical assistance with specific transit related EV, mobility and capital grant projects in the amount not to exceed \$75,000. FCRTA anticipates pursuing additional local, state and federal funding opportunities as a result of the COVID-19 pandemic and will require the additional technical assistance. The Amendment I to the Walker Consultants Contractor Services Agreement is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of Amendment I to the Walker Consultants Contractor Services Agreement in the amount not to exceed \$75,000.

H. Amendment I to the Inspiration Transportation Contractor Services Agreement [APPROVE]

Summary: The Board approved in July 2020, the Contractor Services Agreement with Inspiration Transportation. It is necessary and desirable that FCRTA extend this agreement until June 30, 2022 to continue to provide a rural rideshare service to provide access to rides to isolated and disadvantaged communities in Biola and West Park. This service will expand into the communities of Lanare and Cantua Creek during FY 2021-22. FCRTA will only be providing the vehicles, dispatching, maintenance and insurance to Inspiration Transportation. The Amendment I to the Inspiration Transportation Contractor Services Agreement is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of Amendment I to the Inspiration Transportation Contractor Services Agreement.

I. Tulare County Regional Transit Agency Agreement for FY 2021-2022 [APPROVE]

Summary: This is a regional public transit service agreement renewal with the Tulare County Regional Transit Agency (TCRTA) which mainly transports college students to Reedley Community College, the DMV, and shopping in the City of Reedley. This agreement prior to FY 21-22 was with the City of Dinuba, however a joint powers agency was formed by Tulare County and it's respective cities as member agencies effective August 17, 2020. This agreement is now with the TCRTA as the joint powers agency now operates and administers Dinuba Transit. This agreement is for \$51,000 and is effective from 7/01/21 to 6/30/22. The TCRTA agreement is available at the FCRTA website www.ruraltransit.org for your review.

Action: Staff recommends Board approval and authorize General Manager to execute agreement.

J. Kings Area Rural Transit Agreement for FY 2021-22 [APPROVE]

Summary: This is a regional public transit service agreement renewal with the Kings Area Rural Transit for services from Kings County in Fresno County; Selma Kaiser, Valley Children's Clinic in Fowler, Downtown Fresno, Community Regional Center, Veterans Hospital, Fresno Kaiser and Children's Hospital. This agreement is for \$60,000 and is effective 7/01/21 to 6/30/22. The KART agreement is available at the FCRTA website www.ruraltransit.org for your review.

Action: Staff recommends Board approval and authorize General Manager to execute agreement.

K. Amended and Restated Amendment IV to the Agreement for Contractor Services with MV Transportation [APPROVE]

Summary: The Board approved in September 2020 Amendment IV to the Agreement for Contractor Services with MV. This Amendment IV continued contracted services with MV Transportation for an additional 4 years (2021-2025) which was an option in the 2018 Request for Proposal (RFP). This Amendment required approval from Caltrans staff as they approved the original 2018 RFP and Contractor Services Agreement. Caltrans has reviewed and approved the extension of the agreement for up to four (4) years in one (1) year increments. Amended and Restated Amendment IV to the Agreement for Contractor Services with MV Transportation is attached for your review (ATTACHMENT).

Action: Staff recommends Board approval of the Amended and Restated Amendment IV and authorize General Manager to execute Amended and Restated Amendment IV to the Agreement for Contractor Services with MV Transportation.

L. Amendment V to the Agreement for Contractor Services with MV Transportation [APPROVE]

Summary: The Board approved in June 2019 for Reedley Transit and December 2019 for Kerman Transit to be operated by FCRTA through MV Transportation. Coalinga is the only subsystem that is currently not being operated by FCRTA through MV Transportation. As of July 1, 2021 Coalinga Transit will become part of the demand response and fixed route systems that is operated by FCRTA through MV Transportation. The agreement with MV Transportation has been amended to include these changes to the demand response and fixed route operations. The Amendment V to the MV Transportation Contracted Services Agreement is attached for your review (ATTACHED).

Action: Staff recommends Board approval of Amendment V and authorize General Manager to execute Amendment V to the Agreement for Contractor Services with MV Transportation.

M. Amendment II to the Agreement for Maintenance Services with City of Selma [APPROVE]

Summary: As a result of the 2018 Request for Proposals (RFP), City of Selma was awarded a three (3) year agreement to provide maintenance services to the FCRTA vehicle fleet. Staff is recommending extending the maintenance services agreement. The option to renew the contract for an additional 4 years was included as an option in the 2018 RFP. Caltrans has reviewed and approved the extension of the agreement for up to four (4) years in one (1) year increments Amendment II to the Agreement for Maintenance Services with City of Selma is attached for your review (ATTACHMENT).

Action: Staff recommends Board approval of the Amendment II and authorize General Manager to execute Amendment II to the Agreement for Maintenance Services with City of Selma.

N. FCRTA Transportation Development Act (TDA) Claim [APPROVE]

Summary: FCRTA is claiming \$9,298,627 in Transportation Development Act funding in support of the \$11,627,356 FY 2021-22 operating budget and \$40,861,640 capital budget. In 2020, the FCOG re-designated the CTSA's and FCRTA is now the sole designee for Rural Fresno County and administers the funding, activities, and transportation programs of all CTSA service providers in Rural Fresno County. FCRTA is claiming \$613,000 in Transportation Development Act (TDA) Article 4.5 funding in support of the 2021-22 Rural Consolidated Transportation Service Agency (CTSA) budget. FCRTA pass through totals \$200,000 for FCRTA to provide social service transportation and meal delivery in the rural areas and \$413,000 of the funding to FEOC through a Contractor Services Agreement to provide CTSA social service transportation. This is in compliance with the Rural CTSA objectives. The CTSA OPB is available on Fresno COG's website fresnocog.org and the FCRTA website www.ruraltransit.org. The TDA Claim is attached for your review (ATTACHMENT).

Action: Staff recommends Board approval of the TDA claim and adoption of Board Resolution No. 2021-10.

O. **Affordable Housing and Sustainable Communities (AHSC) Project [APPROVE]**

Summary: The Affordable Housing and Sustainable Communities program is administered by the Strategic Growth Council and implemented by the Department of Housing and Community Development. The Board approved in January 2020, the grant submission of FCRTA in partnership with the City of Coalinga, Affordable Housing and Sustainable Communities Grant Application. This grant application has been awarded and includes affordable housing, bikeways, transit amenities, transit passes, and an electric bus. Staff has updated the previously approved Resolution per the request of the funding source (ATTACHMENT).

Action: Staff recommends Board approval and adoption of Resolution No. 2021-12.

P. **Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application [APPROVE]**

Summary: FCRTA is submitting an application to the US Department of Transportation's (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program in the amount of \$170,000. The proposed project includes a comprehensive study to analyze the expansion of our existing on-demand electric vehicle rideshare service that is providing trips for the communities of Biola and West Park residents with micro-transit rides to non-emergency doctor appointments, grocery stores, social services, and other related quality of life essential transportation. The proposed study will analyze service to the other unincorporated communities in rural Fresno County providing connections to the adjacent incorporated cities and the Fresno Clovis Metropolitan area.

Action: Staff recommends Board approval of the RAISE application in the amount of \$170,000 and adoption of Resolution No. 2021-13.

4. OTHER BUSINESS

A. **Items from staff.**

B. **Items from members.**

5. ADJOURNMENT

B&D LAW GROUP, APLC

10700 SANTA MONICA BOULEVARD, SUITE 200
LOS ANGELES, CALIFORNIA 90025
TEL: (310) 424-5252
FAX: (310) 492-5855

CLAIM FOR DAMAGES

(Government Code §911.2)

TO: FRESNO COUNTY RURAL TRANSIT AGENCY

SENT VIA CERTIFIED MAIL: 9407 1118 9956 0718 7423 39

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

RE: Darnise Fielder
Date of Incident: 12/17/2020
Our File Number 18288

Name of Claimant(s): Darnise Fielder

Mailing Address of Claimant:
1190 S Winery Ave Unit 151 Fresno, CA 93727

Give Address to Which You Desire Notices or Communications to be Sent regarding this Claim:
B&D LAW GROUP, APLC , 10700 Santa Monica Blvd., Suite 200, Los Angeles, California 90025-4768

How Did Damage or Injury Occur? Give full particulars:
Darnise Fielder was riding in the bus while on her wheelchair. Then the bus driver made a turn and Darnise fell onto the floor and the wheelchair fell on her legs.

Name of Agency against which this claim is filed?
Fresno County Rural Transit Agency

When Did Damage or Injury Occur? Give full particulars; date, time of day:
December 17, 2020 at approximately 2:00pm

Where Did Damage or Injury Occur? Describe fully.:
City of Fresno near N. Fruit Ave and W. Yale Ave

RECEIVED

RECEIVED MAY 11 2021

By: FRESNO COG

MAY 12 2021

By: FRESNO COG

What Particular Act or Omission Do You Claim Caused the Injury or Damage?

The public entity was negligent in their use, design, maintenance, and operation of the bus. Their employee was negligent and careless by making an unsafe turning movement causing Claimant to fall out of her wheelchair. The public entity was also negligent and careless for not properly maintaining and/or inspecting for the passenger's safety while Ms. Fielder was strapped in the designated wheelchair section to be secured for the bus ride. Their employee was negligent for failing to properly strap in Claimant's wheelchair. Furthermore, the public entity failed to comply with ADA requirements and failed to adequately and properly accommodate Claimant.

Give Names of employees causing the injury or Damage, if known:

N/A

Names and Address of Witnesses, Doctors and Hospitals:

American Ambulance 2911 E Tulare Ave Fresno, CA 93721
Kaiser Permanente Fresno Medical Center 7300 N Fresno St, Fresno, CA 93720
T. Dao, DC, 4842 E. Kings Canyon Rd Fresno, CA 93727


What Damage or Injuries Do You Claim Resulted? Please give full extent of injuries or damages claimed.

By way of example and without limitation: Injuries to their person and body, including but not limited to neck, back, right arm, right shoulder, left ankle, and left knee.

What is the amount of Your Claim? Please itemize your Damages:

Within the jurisdiction of the Superior Court (Unlimited Civil Case). Demand excess of \$25,000.00.

DATED: 5-4-2021



DANIEL D. GOULLA, ESQ.
On Behalf of Claimants



Fresno County Rural Transit Agency

2035 Tulare Street, Suite 201, Fresno, CA 93721
tel 559-233-6789 Fax 559-233-9645
www.ruraltransit.org

June 25, 2021

Daniel Geoulla
B&D Law Group, APLC
10700 Santa Monica Blvd., Suite 200
Los Angeles, California 90025

On behalf of Darnise Fielder, an Individual

NOTICE OF REJECTION OF CLAIM

NOTICE IS HEREBY GIVEN that the claim, which you presented to the Fresno County Rural Transit Agency on May 12, 2021 on behalf of Darnise Fielder, was rejected by the Board of Directors on January June 24, 2021.

WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. (See Government Code Section 945.6.) "The six month time limit referred to in this notice applies only to claims or causes of action which are governed by the California Tort Claims Act." You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,

Moses Stites, General Manager
Fresno County Rural Transit Agency

c. Bryan D. Rome, Deputy County Counsel

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SERVICE BY MAIL

(Code of Civ. Proc., §§ 1013a, 2015.5)

I, Moses Stites, declare as follows:

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed at the Fresno County Rural Transit Agency, 2035 Tulare Street, Suite 201, Fresno, California 93721.

On June 25, 2021, I served a copy of the attached **Notice of Rejection of Claim** on the Claimant's attorney by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid, in the United States Post Office mail box in the City of Fresno, County of Fresno, State of California, addressed as follows:

Daniel Geoulla
B&D Law Group, APLC
10700 Santa Monica Blvd., Suite 200
Los Angeles, California 90025

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 25th day of June, 2021, in Fresno, California.

Moses Stites
General Manager

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BEFORE THE BOARD OF DIRECTORS

FRESNO COUNTY RURAL TRANSIT AGENCY

IN THE MATTER OF:

Claim for Damages Filed on Behalf of
DARNISE FIELDER, an individual.

DENIAL OF CLAIM

Resolution No. 2021-11

Acting upon the recommendation of Staff and upon motion duly made, seconded and carried, IT IS ORDERED that the claim for damages submitted by Attorney Daniel Geoulla, of the B&D Law Group, APLC, 10700 Santa Monica Blvd., Suite 200, Los Angeles, California 90025, on behalf of Darnise Fielder, the amount within Unlimited Civil Court limits, filed on May 12, 2021, is hereby DENIED.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 24th day of June, 2021.

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 24th day of June, 2021.

Signed: _____
Moses Stites, General Manager

BEFORE THE
FRESNO COUNTY RURAL TRANSIT AGENCY
RESOLUTION NO. 2021-05

In the matter of:
2021-2022 BUDGET

RESOLUTION ADOPTING THE
BUDGET FOR FY 2021-22

WHEREAS, the Fresno County Rural Transit Agency (FCRTA) has prepared a comprehensive Budget reflecting anticipated revenues and expenditures for both capital and operations associated with the Agency's twenty-two (22) sub-system service providers; and

WHEREAS, the Budget was subjected to a forty-five (45) day review process; and

WHEREAS, each Member Agency's Policy Board has had the opportunity to specifically review the Budget; and

WHEREAS, each Member Agency supports the proposed Budget. And has agreed to set-aside negotiated Transportation Development Act (TDA) funds for stipulated purposes; and

WHEREAS, the Board of Directors has invited the general public to comment on the Budget; and

WHEREAS, the Budget must be adopted in order to continue providing the necessary financial support to the rural public transit system.

THEREFORE, IT IS HEREBY RESOLVED, that the Fresno County Rural Transit Agency does hereby adopt its Budget for 2021-22 totaling eleven million, six hundred and twenty-seven thousand, and three hundred and fifty-six dollars (\$11,627,356).

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 24th day of June, 2021.

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 24th day of June, 2021.

Signed _____
Moses Stites, General Manager

Executive Minutes

Thursday, May 27, 2021 at 5:30 P.M after COG Policy Board Meeting
 COG Sequoia Conference Room
 2035 Tulare St., Suite 201, Fresno, CA

Members Attending:

Mayor Pro Tem Ray Singleton, City of Coalinga
 Mayor Alfred Valdez, City of Firebaugh
 Mayor David Cardenas, City of Fowler
 Mayor Rey Leon, City of Huron
 Mayor Gary Yep, City of Kerman
 Councilmember Michelle Roman, City of Kingsburg
 Mayor Rolando Castro, City of Mendota
 Mayor Victor Lopez, City of Orange Cove
 Mayor Alma Beltran, City of Parlier
 Mayor Mary Fast, City of Reedley
 Mayor Eli Ontiveros, City of Sanger
 Mayor Julia Hernandez, City of San Joaquin
 Mayor Pro Tem Beverly Cho, 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

1. **ROLL CALL** — Meeting called to order: 8:49 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. **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**

Chairperson David Cardenas informed that a settlement of \$20,000 was approved by the Board.

2. **CONSENT ITEMS**

- A. **Approve Executive Minutes of April 29, 2021 [ATTACHMENT]**
- B. **Consolidated Transportation Service Agency (CTSA) Notification of Funding Availability (NOFA) Award [APPROVE]**
- C. **Consolidated Transportation Services Agency (CTSA) Operations Program & Budget FY 2021-22 [INFORMATION]**
- D. **2022-2026 Short Range Transit Plan for the Rural Fresno County Area [INFORMATION]**

- E. **Federal Transit Administration (FTA) Section 5311 Application 2020-21 (APPROVE)**
- F. **Federal Transit Administration (FTA) Section 5311 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Application 2020-21 [APPROVE]**
- G. **Affordable Housing and Sustainable Communities (AHSC) Application [APPROVE]**
- H. **FCOG/Contract Negotiations for FTA 5399 Grant [APPROVE]**
- I. **FTA Section 5339 – Bus and Bus Facilities Projects [APPROVE]**

A motion was made by Council Member Roman (Kingsburg) and second by Mayor Ontiveros (Sanger). A vote was called, and motion carried.

3. **OTHER Items**

A. **Items from Staff**

Moses welcomed Mayor Pro Tem Singleton (Coalinga) and Mayor Pro Tem Cho (Selma).

Moses informed the Board that effective July 1, 2021 FCRTA's subcontractor MV Transportation will be operating the City of Coalinga Transit. We have been working with City of Coalinga staff and we are looking forward to the transition.

B. **Items from members**

Chairperson Cardenas (Fowler) welcomed Mayor Pro Tem Singleton (Coalinga) and Mayor Pro Tem Cho (Selma)

4. **ADJOURNMENT @ 9:00 p.m.**

Respectfully submitted,



Moses Stites
General Manager

BEFORE THE
FRESNO COUNTY RURAL TRANSIT AGENCY
RESOLUTION NO. 2021-04

In the Matter of:
FCOG's
Short Range
Transit Plan for the
Rural Fresno County
Area: 2022-2026

RESOLUTION ADOPTING THE
FRESNO COUNCIL OF GOVERNMENTS'
2022-2026
SHORT RANGE TRANSIT PLAN
FOR THE RURAL
FRESNO COUNTY AREA

WHEREAS, the Fresno Council of Governments (FCOG) prepared the Short Range Transit Plan for the Rural Fresno County Area: 2022-2026 in cooperation with the Cities of Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma, and Fresno County to identify how public transportation is to be provided by the Fresno County Rural Transit Agency, and

WHEREAS, the Short Range Transit Plan for the Rural Fresno County Area has also been prepared to comply with State requirements for Federal Transit Administration (FTA) Section 5311 requirements for Capital and Operating Assistance Grants, and

WHEREAS, the Short-Range Transit Plan has also been prepared to satisfy management planning requirements and is consistent with the adopted (June 26, 2018) 2018-2042 Regional Transportation Plan for Fresno County; and

NOW, THEREFORE, BE IT RESOLVED, that the Fresno County Rural Transit Agency's Board of directors adopts the Council of Fresno County Governments Short-Range Transit Plan for the Rural Fresno County Area: 2022-2026 as transportation implementation policy document for the Agency Budget.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 24th day of June, 2021.

- YES:
- 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 24th day of June, 2021.

Signed: _____
Moses Stites, General Manager

AMENDMENT III TO THE LEASE AGREEMENT BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
DANIEL SERIMIAN

This Amendment III to Agreement ("Amendment III") amends that certain lease agreement entered into on August 20, 2018 (hereinafter referred to as "Agreement"), between the FRESNO COUNTY RURAL TRANSIT AGENCY (herein after referred to as "TENANT") and DANIEL SERIMIAN, (herein after referred to as "LANDLORD"), whereby LANDLORD agreed to lease the real property located at 1870 Dockery Avenue, Selma CA 93662 (herein after referred to as PROPERTY) to TENANT. LANDLORD and TENANT may be referred to herein collectively as the "Parties" or individually as a "Party."

Whereas, the Parties entered into an Amendment I to the Agreement ("Amendment I") on July 17, 2019, extending the term of the lease by one year; and

Whereas the Parties entered into an Amendment II to the Agreement ("Amendment II") on June 13, 2020, extending the term of the lease by one additional year; and

Whereas, the Parties wish to extend the term of the lease by one additional year; and

Whereas, an amendment to the Agreement is necessary to extend the lease into the next fiscal year.

NOW THEREFORE, in consideration for their mutual promises, TENANT and LANDLORD agree to amend the Agreement as follows:

1. That existing Section 2.TERM AND RENT; shall be deleted in its entirety and replaced with the following:

Landlord leases to Tenant the above Property for a term of one (1) year, commencing August 20, 2021, and terminating on August 20, 2022 (hereinafter referred to as "Lease Term"), or sooner as provided herein at the monthly rental amount of Five Thousand Dollars (\$5,000.00), payable each month for that month's rental installment payment, with the total amount of Sixty Thousand Dollars (\$60,000.00) rent to be paid over this Lease Term. Each monthly rental installment payment shall be due on the twentieth (20th) day of each calendar month during the Lease Term. All rental payments shall be made to Landlord, Daniel Serimian, at the address identified in Section 15 of this Lease or at such other place designated by written notice form Landlord to Tenant.

2. This Amendment III to Agreement shall become effective on June 30, 2021 ("Effective Date").
3. Upon the Effective Date, the Agreement, Amendment I, Amendment II, and this Amendment III shall together constitute the Agreement.
4. Unless expressly modified by the terms of this Amendment III, all terms of the Agreement remain in full force and effect.

5. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment III, and that the individual signing this Amendment III on behalf of such Party has been duly authorized to execute this Amendment III on behalf of such Party, and will, by signing this Amendment III on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment III. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment III in order for such Party to authorize, enter into, and perform its obligations under this Amendment III, or that if such approval or consent to this Amendment III is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this document the ____ day of _____, 2021.

FRESNO COUNTY RURAL TRANSIT AGENCY, Tenant

By _____
MOSES STITES, General Manager

Landlord

By _____
DANIEL SERIMIAN, Property Owner

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

By *Bryan D. Rome* E-Signed by
BRYAN ROME, Deputy County Counsel Bryan D. Rome
on June 4, 2021

AMENDMENT I TO THE CONTRACTOR SERVICES AGREEMENT BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
WALKER CONSULTANTS

This Amendment I to Agreement ("Amendment I") amends that certain agreement entered into on October 30, 2020 (hereinafter referred to as "Agreement"), between the FRESNO COUNTY RURAL TRANSIT AGENCY (herein after referred to as "FCRTA") and WALKER CONSULTANTS, (hereinafter referred to as "CONTRACTOR"), whereby CONTRACTOR agreed to provide contractor services to FCRTA, (herein after referred to collectively as the "Agreement"). FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" or individually as a "Party."

Whereas, the Parties wish to extend the term of the Agreement by one year; and

Whereas, an amendment to the Agreement is necessary to extend the agreement into the next fiscal year and to increase the maximum compensation payable under the Agreement.

NOW THEREFORE, in consideration for their mutual promises, FCRTA and CONTRACTOR agree as follows:

1. That existing Section III. A. TOTAL COMPENSATION: shall be deleted in its entirety and replaced with the following:

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 \$75,000.00.

2. That existing Section XIII. EFFECTIVE DATE, TERM: shall be deleted in its entirety and replaced with the following:

This Agreement shall become effective as of the date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2022 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.

3. This Amendment I to Agreement shall become effective on June 30, 2021 ("Effective Date").
4. Upon the Effective Date, the Agreement and this Amendment I shall together constitute the Agreement.
5. Unless expressly modified by the terms of this Amendment I, all terms of the Agreement remain in full force and effect.

6. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment I, and that the individual signing this Amendment I on behalf of such Party has been duly authorized to execute this Amendment I on behalf of such Party, and will, by signing this Amendment I on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment I. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment I in order for such Party to authorize, enter into, and perform its obligations under this Amendment I, or that if such approval or consent to this Amendment I is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this document the ____ day of _____, 2021.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CONTRACTOR

By _____
CHRISSEY MANCINI NICHOLS, Project Manager

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

By Bryan D. Rome E-Signed by
BRYAN ROME, Deputy County Counsel Bryan D. Rome
on June 4, 2021

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
June 24, 2021	FCRTA Board considers Contractor Agreement for approval	
June 25, 2021	Agreement is executed with FCRTA and Contractor	
July 1, 2021	Work initiates with FCRTA and Contractor on SOW	
June 30, 2022	Work is completed with FCRTA and Contractor on SOW	
	Hours will be billed at \$100/hr. Project Not-to-Exceed	\$75,000
	Total	

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

AMENDMENT I TO AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
INSPIRATION TRANSPORTATION

This Amendment I to Agreement (hereinafter "Amendment I") amends that certain Agreement for Contractor Services (hereinafter "Agreement"), entered into on July 31, 2020, between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter "FCRTA") and INSPIRATION TRANSPORTATION, (hereinafter "CONTRACTOR"), whereby CONTRACTOR agreed to provide contractor services to FCRTA. FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" to this Agreement and individually as a "Party."

Whereas, the term of the Agreement is currently set to terminate on June 30, 2021; and

Whereas, the Parties wish to extend the term of the Agreement through

Whereas, an amendment to the Agreement is necessary to extend the Agreement into the next fiscal year; and

NOW THEREFORE, in consideration for their mutual promises, FCRTA and CONTRACTOR agree to amend the Agreement as follows:

1. That existing Section II. FCRTA's OBLIGATIONS shall be deleted in its entirety and replaced with the following:
 - A. FCRTA shall make available to CONTRACTOR up to three (3) Chevy Bolt Electric Vehicles for this PROJECT. FCRTA shall, at its sole expense, reasonably ensure that said vehicles are in good, operable condition, and shall, at its sole expense, provide automobile insurance policies which cover the CONTRACTOR's use of the vehicles and meet or exceed State minimum insurance standards.
 - B. FCRTA shall make dispatching software available to CONTRACTOR for CONTRACTOR's use in performing its obligations under this Agreement and the PROJECT.
 - C. FCRTA will make available to CONTRACTOR any non-privileged document, studies or other information in its possession related to the PROJECT.
 - D. FCRTA, as the designated Consolidated Transportation Service Agencies for social service transportation in the rural areas, shall provide reasonable in-kind services to the CONTRACTOR related to this PROJECT, including driver training, drug and alcohol testing, accounting and technical assistance, participation in the Employer Pull Program provided by the California Department of Motor Vehicles, and management oversight.

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2. That existing Section III. COMPENSATION shall be deleted in its entirety and replaced with the following:

The Parties understand, acknowledge, and agree that FCRTA will not be providing monetary compensation to CONTRACTOR beginning July 1, 2021.

3. That existing Section XIII. EFFECTIVE DATE, TERM: shall be deleted in its entirety and replaced with the following:

This Agreement shall become effective as of the date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2022 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.

4. This Amendment I to Agreement shall become effective July 1, 2021 (hereinafter "Effective Date").
5. Upon the Effective Date, the Agreement and this Amendment I shall together constitute the Agreement.
6. Unless expressly modified by the terms of this Amendment I, all terms of the Agreement remain in full force and effect.
7. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment I, and that the individual signing this Amendment I on behalf of such Party has been duly authorized to execute this Amendment I on behalf of such Party, and will, by signing this Amendment I on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment I. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment I in order for such Party to authorize, enter into, and perform its obligations under this Amendment I, or that if such approval or consent to this Amendment I is required, that such approval or consent has been obtained.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have executed this document the ____ day of _____, 2021.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CONTRACTOR

By _____
MATTHEW GILLIAN, Executive Director

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

E-Signed by
Bryan D. Rome
on June 11, 2021
By *Bryan D. Rome*
BRYAN ROME, Deputy County Counsel

AMENDED AND RESTATED AMENDMENT IV
TO THE AGREEMENT FOR CONTRACTED SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
MV TRANSPORTATION

This Amended and Restated Amendment IV to Agreement ("Amendment IV") amends and restates a prior fourth amendment (hereinafter "Prior Amendment IV"), approved on September 24, 2020, and amends that certain Agreement for Contracted Services (hereinafter "Agreement"), entered into on July 31, 2018, between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter "FCRTA") and MV PUBLIC TRANSPORTATION INC., a transportation services firm formed under the laws in the State of California (hereinafter "CONTRACTOR"), whereby CONTRACTOR agreed to provide contractor services to FCRTA. FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" and singularly as a "Party."

Recitals:

A. The Agreement between FCRTA and CONTRACTOR has a three-year term and is set to expire on September 1, 2021.

B. The Agreement was amended by Amendment I, approved on June 27, 2019, by Amendment II, approved on November 21, 2019, and by Amendment III, executed on August 12, 2020.

C. The Agreement may be extended for up to four (4) additional years, in one-year increments, subject to Caltrans FTA Programs Procurement Oversight Branch and FCRTA Board of Directors approval.

D. On September 24, 2020, the Parties approved Prior Amendment IV, which extended the term of the Agreement by the full four (4) additional years.

E. Pursuant to the terms of the Agreement and the direction of Caltrans FTA Programs Procurement Oversight Branch, the Parties wish to extend the term of the Agreement for its first one-year increment, through September 1, 2022.

F. The Parties agree that an amendment to the Agreement is necessary and desirable to extend the contracted services through September 1, 2022.

NOW THEREFORE, in consideration for their mutual promises, FCRTA and CONTRACTOR agree as follows:

1. Notwithstanding anything to the contrary in the Agreement, the term of the Agreement is extended through September 1, 2022.
2. That existing ARTICLE I, "AWARD OF A CONTRACT FOR TRANSIT SERVICE TO THE MV TRANSPORTATION," shall be deleted entirely and replaced with the following:

"The FCRTA hereby agrees to engage the MV Public Transportation, Inc., (Contractor) to provide public transportation service to the referenced subsystems, from September 1, 2018 through August 31, 2025. The maximum amount of compensation to the Contractor, under this Agreement is not to exceed: \$2,727,689.76 for FY 2018-19; \$3,164,105.59 for FY 2019-20; \$3,264,675.20 for

FY 2020-21; \$3,477,588.00 for FY 2021-22; \$3,619,531.20 for FY 2022-23; \$3,761,473.00 for FY 2023-24; and \$3,974,387.20 for FY 2024-25 provided no penalties or awards are assessed. **Exhibit - 1** displays Contractor's proposal pricing for each fiscal year of this agreement.

This Agreement, including FCRTA 2018 Operations and Maintenance Request for Proposals, the Proposal from the successful Contractor, and the exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard."

3. That existing Article IV, "BILLING AND PAYMENT FOR SERVICE," shall be deleted in its entirety and replaced with the following:

A. 2020-21 Service Year

For services rendered between September 1, 2020 through August 31, 2021, and subject to Article I and Exhibit - 1 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$46.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on September 1, 2020 and ending on August 31, 2021, under this Agreement is not exceed \$3,264,675.20, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$106,434.15 for the service year beginning on September 1, 2020 and ending on August 31, 2021 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2020-21 service year insurance costs prior to September 1, 2020.

B. 2021-22 Service Year

For services rendered between September 1, 2021 through August 31, 2022, and subject to Article I and Exhibit - 1 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$49.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on September 1, 2021 and ending on August 31, 2022, under this Agreement is not exceed \$3,477,588.80, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$107,311.52 for the service year beginning on September 1, 2021 and ending on August 31, 2022 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2021-22 service year insurance costs prior to September 1, 2021."

C. 2022-23 Service Year

For services rendered between September 1, 2022 through August 31, 2023, and subject to Article I and Exhibit - 1 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$51.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on September 1, 2022 and ending on August 31, 2023, under this Agreement is not exceed \$3,619,531.20, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$108,197.66 for the service year beginning on September 1, 2022 and ending on August 31, 2023 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2022-23 service year insurance costs prior to September 1, 2022."

D. 2023-24 Service Year

For services rendered between September 1, 2023 through August 31, 2024, and subject to Article I and Exhibit - 1 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$53.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on September 1, 2023 and ending on August 31, 2024, under this

Agreement is not exceed \$3761,473.60, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$109,092.66 for the service year beginning on September 1, 2023 and ending on August 31, 2024 subject to vehicle miles traveled. FCRTA agrees to pay Contractor the above-referenced 2023-24 service year insurance costs prior to September 1, 2023."

E. 2024-25 Service Year

For services rendered between September 1, 2024 through August 31, 2025, and subject to Article I and Exhibit - 1 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$56.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on September 1, 2024 and ending on August 31, 2025, under this Agreement is not exceed \$3,974,387.20, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$109,996.62 for the service year beginning on September 1, 2024 and ending on August 31, 2025 subject to vehicle miles traveled. FCRTA agrees to pay Contractor the above-referenced 2024-25 service year insurance costs prior to September 1, 2024."

4. This Amendment IV to Agreement shall become effective July 1, 2021 (hereinafter "Effective Date"), and shall supersede and replace Prior Amendment IV.
5. Upon the Effective Date, the Agreement, Amendment I, Amendment II, Amendment III, and this Amendment IV shall together constitute the Agreement.
6. Unless expressly modified by the terms of this Amendment IV, all terms of the Agreement, as modified by Amendments I through III, remain in full force and effect.
7. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment IV, and that the individual signing this Amendment IV on behalf of such Party has been duly authorized to execute this Amendment IV on behalf of such Party, and will, by signing this Amendment IV on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment IV. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment IV in order for such Party to authorize, enter into, and perform its obligations under this Amendment IV, or that if such approval

or consent to this Amendment IV is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the Parties hereto have executed this document the _____ day of _____, 2021.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CONTRACTOR

By _____
MARIE MEISENBACH GRAUL, EVP & CFO

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

By *Bryan D. Rome* E-Signed by
BRYAN ROME, Deputy County Counsel Bryan D. Rome
on June 9, 2021

Exhibit 1

Proposed Pricing Form (All)

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25
 By Number of Vehicles, Total Service Hours, Proposed Hourly Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	# of Vehicles	Total Annual Vehicle Revenue	FY 20-21 Contract Billable Service Rate	FY 20-21 Annual FY Total of Service Contracts	FY 21-22 Contract Billable Service Rate	FY 21-22 Annual FY Total of Service Contracts	FY 22-23 Contract Billable Service Rate	FY 22-23 Annual FY Total of Service Contracts	FY 23-24 Contract Billable Service Rate	FY 23-24 Annual FY Total of Service Contracts	FY 24-25 Contract Billable Service Rate	FY 24-25 Annual FY Total of Service Contracts	FY 24-25 Annual FY Total of Service Contracts	Cumulative 7-Year Contract Totals
Adelphi Transit	Inter-City (to Fremont)	1	1,736.00	\$46.00	\$79,654.00	\$49.00	\$85,094.00	\$51.00	\$88,536.00	\$53.00	\$92,100.00	\$56.00	\$97,218.00	\$97,218.00	\$97,218.00
Del Rey Transit	Inter-City (to Fremont)	1	1,736.00	\$46.00	\$79,654.00	\$49.00	\$85,094.00	\$51.00	\$88,536.00	\$53.00	\$92,100.00	\$56.00	\$97,218.00	\$194,436.00	\$194,436.00
Fredrup Transit	Inter-City (to Fremont)	1	2,232.00	\$46.00	\$102,672.00	\$49.00	\$109,298.00	\$51.00	\$113,832.00	\$53.00	\$118,366.00	\$56.00	\$122,900.00	\$122,900.00	\$122,900.00
Forward Transit	Inter-City (to Mendocino)	1	2,418.00	\$46.00	\$111,228.00	\$49.00	\$118,682.00	\$51.00	\$123,118.00	\$53.00	\$127,554.00	\$56.00	\$132,000.00	\$132,000.00	\$132,000.00
Huron Transit	Inter-City	2	4,236.00	\$46.00	\$193,926.00	\$49.00	\$206,594.00	\$51.00	\$216,018.00	\$53.00	\$228,448.00	\$56.00	\$238,808.00	\$238,808.00	\$238,808.00
Kerman Transit	Inter-City (to Colusa)	2	4,824.00	\$46.00	\$222,384.00	\$49.00	\$238,864.00	\$51.00	\$248,534.00	\$53.00	\$258,204.00	\$56.00	\$267,874.00	\$267,874.00	\$267,874.00
Kingsburg Transit	Saturday	1	416.00	\$46.00	\$19,136.00	\$49.00	\$20,384.00	\$51.00	\$21,632.00	\$53.00	\$22,880.00	\$56.00	\$24,128.00	\$24,128.00	\$24,128.00
Kingsburg-Reedley	Inter-City (to Reedley)	1	2,294.00	\$46.00	\$106,524.00	\$49.00	\$112,406.00	\$51.00	\$118,288.00	\$53.00	\$124,170.00	\$56.00	\$129,052.00	\$129,052.00	\$129,052.00
Mendocino Transit	Inter-City	1	1,984.00	\$46.00	\$91,264.00	\$49.00	\$97,216.00	\$51.00	\$101,164.00	\$53.00	\$105,112.00	\$56.00	\$109,060.00	\$109,060.00	\$109,060.00
Orange Cove Transit	Inter-City (to Fresno)	1	2,542.00	\$46.00	\$117,932.00	\$49.00	\$124,558.00	\$51.00	\$129,642.00	\$53.00	\$134,726.00	\$56.00	\$139,810.00	\$139,810.00	\$139,810.00
Partner Transit	Inter-City	1	1,984.00	\$46.00	\$91,264.00	\$49.00	\$97,216.00	\$51.00	\$101,164.00	\$53.00	\$105,112.00	\$56.00	\$109,060.00	\$109,060.00	\$109,060.00
Reedley Transit	Inter-City	4	7,936.00	\$46.00	\$366,064.00	\$49.00	\$390,864.00	\$51.00	\$404,736.00	\$53.00	\$428,608.00	\$56.00	\$452,480.00	\$452,480.00	\$452,480.00
Rural Transit	Saturday	3	416.00	\$46.00	\$19,136.00	\$49.00	\$20,384.00	\$51.00	\$21,632.00	\$53.00	\$22,880.00	\$56.00	\$24,128.00	\$24,128.00	\$24,128.00
Sanger Transit	County	4	7,936.00	\$46.00	\$366,064.00	\$49.00	\$390,864.00	\$51.00	\$404,736.00	\$53.00	\$428,608.00	\$56.00	\$452,480.00	\$452,480.00	\$452,480.00
San Joaquin Transit	Inter-City (to Reedley)	1	2,294.00	\$46.00	\$106,524.00	\$49.00	\$112,406.00	\$51.00	\$118,288.00	\$53.00	\$124,170.00	\$56.00	\$129,052.00	\$129,052.00	\$129,052.00
Selma Transit	Inter-City	4	416.00	\$46.00	\$19,136.00	\$49.00	\$20,384.00	\$51.00	\$21,632.00	\$53.00	\$22,880.00	\$56.00	\$24,128.00	\$24,128.00	\$24,128.00
Shasta Transit	Saturday	1	508.00	\$46.00	\$23,368.00	\$49.00	\$24,911.00	\$51.00	\$26,454.00	\$53.00	\$28,000.00	\$56.00	\$29,546.00	\$29,546.00	\$29,546.00
Southwest Transit	Fresno	1	2,170.00	\$46.00	\$100,020.00	\$49.00	\$106,330.00	\$51.00	\$112,640.00	\$53.00	\$118,950.00	\$56.00	\$125,260.00	\$125,260.00	\$125,260.00
Weston Transit	Inter-City	1	2,294.00	\$46.00	\$106,524.00	\$49.00	\$112,406.00	\$51.00	\$118,288.00	\$53.00	\$124,170.00	\$56.00	\$129,052.00	\$129,052.00	\$129,052.00
TOTALS		41	70,971.20	--	\$3,294,675.20	--	\$3,477,688.20	--	\$3,619,581.20	--	\$3,761,474.20	--	\$3,899,966.20	\$3,899,966.20	\$3,899,966.20
Annual Totals WITH Contractor-Provided Insurance					\$3,371,109.25	\$407,811.92	\$3,984,900.22	\$108,167.66	\$3,876,732.56	\$109,092.66	\$3,985,825.22	\$109,996.62	\$4,096,821.82	\$24,942,206.04	\$24,942,206.04

Annual Footnote: Chief savings from 21-25 is \$40K.
 Budget scenario assumes that Kerman and Reedley continue through 24-25 at an annual hourly increase of 5.4%

AMENDMENT V TO THE AGREEMENT FOR CONTRACTED SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
MV TRANSPORTATION

This Amendment V to Agreement ("Amendment V") amends that certain Agreement for Contracted Services (hereinafter "Agreement"), entered into on July 31, 2018, between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter "FCRTA") and MV PUBLIC TRANSPORTATION INC., a transportation services firm formed under the laws in the State of California (hereinafter "CONTRACTOR"), whereby CONTRACTOR agreed to provide contractor services to FCRTA. FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" and singularly as a "Party."

Recitals:

A. The Agreement was amended by Amendment I, approved on June 27, 2019, by Amendment II, approved on November 21, 2019, and by Amendment III, executed on August 12, 2020, and by Amended and Restated Amendment IV ("Amendment IV"), approved on June 24, 2021.

B. The Parties wish to modify the services provided by CONTRACTOR during the next fiscal year beginning July 1, 2021, to include transit service for the City of Coalinga.

C. The Parties have prepared a replacement **Exhibit 1**, attached hereto and incorporated herein by reference, specifying the scope and costs of the modified service.

D. An amendment to the Agreement is necessary to modify the services in the next fiscal year beginning July 1, 2021.

NOW THEREFORE, in consideration for their mutual promises, FCRTA and CONTRACTOR agree as follows:

1. That existing Exhibit 1, a Summary of FCRTA's 2018-25 Transit Subsystems, is hereby replaced with the new **Exhibit 1**, which is a Summary of FCRTA's 2021-25 Transit Subsystems governed under this Agreement and identifies each subsystem, the days and hours of operation, the service type, the frequency and the service area; with other operational services. The new **Exhibit 1** is attached to this Amendment V, and is incorporated herein by reference.
2. That existing ARTICLE I. AWARD OF A CONTRACT FOR TRANSIT SERVICE TO THE MV TRANSPORTATION, shall be deleted entirely and replaced with the following:

The FCRTA hereby agrees to engage the MV Public Transportation, Inc., (Contractor) to provide public transportation service to the referenced subsystems, from July 1, 2021 through June 30, 2025. The maximum amount of compensation to the Contractor, under this Agreement is not to exceed \$16,444,615.66: \$3,861,200.72 for FY 2021-22; \$4,014,838.46 for FY 2022-23; \$4,168,935.06 for FY 2023-24; and \$4,399,641.42 for FY 2024-25 provided no penalties or awards are

assessed. **Exhibit 1** displays Contractor's proposal pricing for each fiscal year of this agreement.

This Agreement, including FCRTA 2018 Operations and Maintenance Request for Proposals, the Proposal from the successful Contractor, and the exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

3. That existing Paragraph D. Transit Services Area of Article II. DESCRIPTION OF SERVICE, shall be deleted in its entirety and replaced with the follows:

D. Transit Services Area

The Contractor shall provide Services within the respective Transit Services Areas which are contiguous with each city's Sphere of Influence (SOI) boundary as adopted by the Fresno County Local Agency Formation Commission (LAFCO) and as referenced and adopted in 'The Short Range Transit Plan for Rural Fresno County Area: 2018-2019'. **Exhibit 3**, which is attached hereto and incorporated herein by reference, is the overall FCRTA Service Area County Map. The respective individual Service Area Maps are attached as: Exhibit 4 – Auberry Transit; Exhibit 5 – Del Rey Transit; Exhibit 6 – Firebaugh Transit; Exhibit – 7 Fowler Transit; Exhibit – 8 Huron Transit; Exhibit – 9 Kingsburg Transit; Exhibit 10 – Mendota Transit; Exhibit – 11, Orange Cove Transit; Exhibit -12 Parlier Transit; Exhibit -13 Rural Transit; Exhibit -14 Sanger Transit; Exhibit – 15 San Joaquin Transit; Exhibit -16 Selma Transit; Exhibit – 17 Shuttle Transit; Exhibit – 18 Southeast Transit; Exhibit – 19 Westside Transit; Exhibit 20 – Orange Inter-City Transit; Exhibit 21 – Kingsburg-Reedley College Transit; and Exhibit 22 – FCRTA Holiday Schedule; Exhibit 23 – Reedley Transit; Exhibit 24 – Coalinga Express (Inter-City to Fresno); Exhibit 25- Orange Cove Express (Inter-City to Fresno); Exhibit 26 – Kerman Transit; and Exhibit 27- Coalinga Transit. Each of the aforementioned Exhibits (numbers 4-27, inclusive) are attached hereto, and incorporated herein by reference.

4. That existing Article IV. BILLING AND PAYMENT FOR SERVICE, shall be deleted in its entirety and replaced with the following:

A. 2021-22 Service Year

For services rendered between July 1, 2021 through June 30, 2022, and subject to Article I and **Exhibit 1** "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2021-25 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$49.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on July 1, 2021 and ending on June 30, 2022, under this Agreement is not exceed \$3,753,889.20, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$107,311.52 for the service year beginning on July 1, 2021 and ending on June 30, 2022 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2021-22 service year insurance costs prior to July 1, 2021."

B. 2022-23 Service Year

For services rendered between July 1, 2022 through June 30, 2023, and subject to Article I and **Exhibit 1** "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2021-25 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$51.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on July 1, 2022 and ending on June 30, 2023, under this Agreement is not exceed \$4,014,838.46, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$108,197.66 for the service year beginning on July 1, 2022 and ending on June 30, 2023 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2022-23 service year insurance costs prior to July 1, 2022."

C. 2023-24 Service Year

For services rendered between July 1, 2023 through June 30, 2024, and subject to Article I and **Exhibit 1** "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2021-25 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$53.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on July 1, 2023 and ending on June 30, 2024, under this Agreement is not exceed \$4,059,842.40, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$109,092.66 for the service year beginning on July 1, 2023 and ending on June 30, 2024 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2023-24 service year insurance costs prior to July 1, 2023."

D. 2024-25 Service Year

For services rendered between July 1, 2024 through June 30, 2025, and subject to Article I and **Exhibit 1** "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2021-25 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$56.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on July 1, 2024 and ending on June 30, 2025, under this Agreement is not exceed \$4,289,644.80, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$109,996.62 for the service year beginning on July 1, 2024 and ending on June 30, 2025 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2024-25 service year insurance costs prior to July 1, 2024."

5. This Amendment V to Agreement shall become effective July 1, 2021 (hereinafter "Effective Date").
6. Upon the Effective Date, the Agreement, Amendment I, Amendment II, Amendment III, Amendment IV, and this Amendment V shall together constitute the Agreement.
7. Unless expressly modified by the terms of this Amendment V, all terms of the Agreement, as modified by Amendments I through III, remain in full force and effect.
8. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment V, and that the individual signing this Amendment V on behalf of such Party has been duly authorized to execute this Amendment V on behalf of such

Party, and will, by signing this Amendment V on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment V. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment V in order for such Party to authorize, enter into, and perform its obligations under this Amendment V, or that if such approval or consent to this Amendment V is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this document the ____ day of _____, 2021.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CONTRACTOR

By _____

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

By Bryan D. Rome E-Signed by Bryan D. Rome on June 9, 2021
BRYAN ROME, Deputy County Counsel

Exhibit I
Proposed Budget Form (All)

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2020-2025

By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

	# of Vehicles	Total Annual Vehicle Revenue Hours	FY 21-22 Contract Billable Service Rate	FY 21-22 Annual FY Total of Service Contracts	FY 22-23 Contract Billable Service Rate	FY 22-23 Annual FY Total of Service Contracts	FY 23-24 Contract Billable Service Rate	FY 23-24 Annual FY Total of Service Contracts	FY 24-25 Contract Billable Service Rate	FY 24-25 Annual FY Total of Service Contracts
FCRTA Subsystems										
Auberry Transit	1	1,736.00	\$49.00	\$85,064.00	\$51.00	\$88,536.00	\$53.00	\$92,008.00	\$56.00	\$97,216.00
Intra-City (Mountains)				\$19,110.00		\$19,890.00		\$20,670.00		\$21,840.00
Intra-City (to Fresno)				\$54,954.00		\$68,646.00		\$71,338.00		\$75,376.00
Coalinga Express*	1	1,116.00	\$49.00	\$54,684.00	\$51.00	\$56,916.00	\$53.00	\$59,148.00	\$56.00	\$62,496.00
Intra City				\$97,216.00		\$101,184.00		\$105,152.00		\$111,104.00
Intra City (to Fresno)				\$118,482.00		\$123,318.00		\$128,154.00		\$135,408.00
Del Rey Transit	1	1,736.00	\$49.00	\$85,064.00	\$51.00	\$88,536.00	\$53.00	\$92,008.00	\$56.00	\$97,216.00
Inter-City (to Sanger)				\$109,968.00		\$113,832.00		\$118,296.00		\$124,992.00
Firebaugh Transit	1	2,232.00	\$49.00	\$109,968.00	\$51.00	\$113,832.00	\$53.00	\$118,296.00	\$56.00	\$124,992.00
Inter-City (to Mendota)				\$118,482.00		\$123,318.00		\$128,154.00		\$135,408.00
Fowler Transit	1	1,984.00	\$49.00	\$97,216.00	\$51.00	\$101,184.00	\$53.00	\$105,152.00	\$56.00	\$111,104.00
Intra City				\$206,584.00		\$215,016.00		\$223,448.00		\$236,096.00
Huron Transit	2	4,216.00	\$49.00	\$206,584.00	\$51.00	\$215,016.00	\$53.00	\$223,448.00	\$56.00	\$236,096.00
Inter-City (to Coalinga)				\$94,176.00		\$98,022.00		\$101,868.00		\$107,832.00
Kerman Transit	1	1,984.00	\$49.00	\$97,216.00	\$51.00	\$101,184.00	\$53.00	\$105,152.00	\$56.00	\$111,104.00
Intra City				\$236,868.00		\$246,534.00		\$256,202.00		\$270,704.00
Kingsburg Transit	2	4,834.00	\$49.00	\$236,868.00	\$51.00	\$246,534.00	\$53.00	\$256,202.00	\$56.00	\$270,704.00
Intra City				\$20,834.00		\$21,216.00		\$22,048.00		\$23,296.00
Saturday				\$112,406.00		\$116,894.00		\$121,582.00		\$128,464.00
Kingsburg-Reedley College Transit	1	2,294.00	\$49.00	\$112,406.00	\$51.00	\$116,894.00	\$53.00	\$121,582.00	\$56.00	\$128,464.00
Inter-City (to Reedley)				\$97,216.00		\$101,184.00		\$105,152.00		\$111,104.00
Mendota Transit	1	1,984.00	\$49.00	\$97,216.00	\$51.00	\$101,184.00	\$53.00	\$105,152.00	\$56.00	\$111,104.00
Intra City				\$124,558.00		\$129,642.00		\$134,726.00		\$142,352.00
Orange Cove Transit	1	2,542.00	\$49.00	\$124,558.00	\$51.00	\$129,642.00	\$53.00	\$134,726.00	\$56.00	\$142,352.00
Inter City (to Fresno)				\$30,980.00		\$31,620.00		\$32,860.00		\$34,720.00
Orange Cove Express*	1	620.00	\$49.00	\$30,980.00	\$51.00	\$31,620.00	\$53.00	\$32,860.00	\$56.00	\$34,720.00
Parlier Transit	1	1,984.00	\$49.00	\$97,216.00	\$51.00	\$101,184.00	\$53.00	\$105,152.00	\$56.00	\$111,104.00
InterCity (to Fresno)				\$388,864.00		\$404,736.00		\$420,608.00		\$444,416.00
Reedley Transit	4	7,936.00	\$49.00	\$388,864.00	\$51.00	\$404,736.00	\$53.00	\$420,608.00	\$56.00	\$444,416.00
Intra City				\$20,384.00		\$21,216.00		\$22,048.00		\$23,296.00
Saturday				\$98,431.20		\$102,448.80		\$106,466.40		\$112,482.80
Rural Transit	3	2,008.80	\$49.00	\$98,431.20	\$51.00	\$102,448.80	\$53.00	\$106,466.40	\$56.00	\$112,482.80
County				\$388,864.00		\$404,736.00		\$420,608.00		\$444,416.00
Sanger* Transit	4	7,936.00	\$49.00	\$388,864.00	\$51.00	\$404,736.00	\$53.00	\$420,608.00	\$56.00	\$444,416.00
Intra-City				\$20,384.00		\$21,216.00		\$22,048.00		\$23,296.00
Saturday				\$112,406.00		\$116,894.00		\$121,582.00		\$128,464.00
San Joaquin Transit	1	1,984.00	\$49.00	\$97,216.00	\$51.00	\$101,184.00	\$53.00	\$105,152.00	\$56.00	\$111,104.00
Inter-City (to Reedley)				\$388,864.00		\$404,736.00		\$420,608.00		\$444,416.00
Selma Transit	4	7,936.00	\$49.00	\$388,864.00	\$51.00	\$404,736.00	\$53.00	\$420,608.00	\$56.00	\$444,416.00
Intra City				\$106,330.00		\$110,670.00		\$115,010.00		\$121,520.00
Saturday				\$112,406.00		\$116,894.00		\$121,582.00		\$128,464.00
Southeast Transit	1	2,170.00	\$49.00	\$106,330.00	\$51.00	\$110,670.00	\$53.00	\$115,010.00	\$56.00	\$121,520.00
Inter-City				\$112,406.00		\$116,894.00		\$121,582.00		\$128,464.00
Westside Transit	1	2,294.00	\$49.00	\$112,406.00	\$51.00	\$116,894.00	\$53.00	\$121,582.00	\$56.00	\$128,464.00
Inter-City				\$3,753,889.20		\$3,906,640.80		\$4,059,842.40		\$4,289,644.80
TOTALS	44	74,399.20	--	\$ 107,311.52	--	\$ 108,197.68	--	\$ 109,092.68	--	\$ 109,996.82
Fleet Insurance Costs by Fiscal Year				\$ 3,861,200.72		\$ 4,014,838.46		\$ 4,168,935.06		\$ 4,389,641.42
Annual Totals WITH Contractor-Provided Insurance										

* Express routes will be on a 6th month demonstration period

AMENDMENT II TO THE AGREEMENT FOR CONTRACTED SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
CITY OF SELMA

This Amendment II to Agreement (hereinafter "Amendment II") amends that certain Member Agency Services Agreement (hereinafter "Agreement"), entered into on July 31, 2018, between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter "FCRTA") and City of Selma, a municipal corporation (hereinafter "CITY"), whereby CITY agreed to provide services to FCRTA to maintain FCRTA's vehicle fleet. FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" and singularly as a "Party."

Recitals:

A. The Agreement between FCRTA and CITY has a three-year term and is set to expire on September 1, 2021.

B. The Agreement may be extended for up to four (4) additional years, in one-year increments, subject to Caltrans FTA Programs Procurement Oversight Branch and FCRTA Board of Directors approval.

C. The Parties wish to extend the term of the Agreement for the first of the one-year increments.

D. The Parties agree that an amendment to the Agreement is necessary and desirable to extend the contracted services through 2022.

NOW THEREFORE, in consideration for their mutual promises, FCRTA and CITY agree to amend the Agreement as follows:

1. Notwithstanding any language to the contrary in SECTION 2 "TERM OF SERVICES" of the Agreement, the term of the Agreement shall be extended by one year to terminate on June 30, 2022.
2. That existing SECTION 4, "COMPENSATION, BILLING AND PAYMENT FOR SERVICE," shall be deleted in its entirety and replaced with the following:

The compensation to the CITY for Services under this Agreement shall not exceed \$899,950.40 for FY 2021-22; \$925,238.90 for FY 2022-23; \$951,244.63 for FY 2023-24 and \$978,051.12 for FY 2024-25, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. City shall bill FCRTA for the Services set forth herein at the rates set forth in Exhibit 1. FCRTA has no responsibility to pay any sums beyond the compensation set forth in this Agreement. This amount may be amended by mutual written agreement between FCRTA and the City. FCRTA shall pay City for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from FCRTA to City for services rendered pursuant to this Agreement. City shall submit all invoices to the FCRTA in the manner specified herein:

- 4.1 **Invoices.** Subject to the previous Sections, the City shall submit a summarized monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered on the fleet

vehicles. The billing statement shall set forth the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- 4.1.1 The beginning and ending dates of the billing period.
- 4.1.2 A detailed billing statement of all personnel, parts, supplies provided by the City during the invoice period with copies of work orders itemizing specific maintenance, or inspection, work performed to each respective vehicle, with a separate accounting of parts and fluids.
- 4.1.3 The City's Contract Administrator's signature.

4.2 **Service Fees.** The City will invoice the FCRTA for actual service(s) provided in accordance with the per the attached reimbursement schedule by job class. Invoices and billings by other independent vendors, under the City's direction, shall be coordinated by City maintenance personnel for recordkeeping and accountability requirements.

4.3 **Parts.** FCRTA shall reimburse City for the cost of all parts, fluids, and all things necessary to perform the required Services (the "Parts"), with the exception of personnel. FCRTA shall purchase and maintain all equipment necessary to provide the Services. The Parts are not included in the costs set forth in Exhibit 1, and are not subject to the dollar limitation set forth in this Section 4. The City shall not include any billing markup on Parts.

4.4 **Payment by FCRTA.** FCRTA shall make payment within thirty (30) days from receipt of said invoice.

- 3. This Amendment II shall become effective July 1, 2021 (hereinafter "Effective Date").
- 4. Upon the Effective Date, the Agreement, Amendment No. I, and this Amendment II shall together constitute the Agreement.
- 5. Unless expressly modified by the terms of this Amendment II, all terms of the Agreement remain in full force and effect.
- 6. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment II, and that the individual signing this Amendment II on behalf of such Party has been duly authorized to execute this Amendment II on behalf of such Party, and will, by signing this Amendment II on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment II. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment II in order for such Party to authorize, enter into, and perform its obligations under this Amendment II, or that if such approval or consent to this Amendment II is required, that such approval or consent has been obtained.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have executed this document the _____ day of _____, 2021.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CITY OF SELMA

By _____
SCOTT ROBERTSON, City of Selma Mayor

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

By *Bryan D. Rome* E-Signed by
BRYAN ROME, Deputy County Counsel Bryan D. Rome
on June 8, 2021

EXHIBIT 1

Proposed Budget Form (Maintenance)

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2021-25
By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	# of Employees to Provide	Total Vehicle Service	FY 21-22		FY 22-23		FY 23-24		FY 24-25		Cumulative Contract Totals
				Hourly Contract Billing Service Rate	Annual FY Total of Service Contracts	Hourly Contract Billing Service Rate	Annual FY Total of Service Contracts	Hourly Contract Billing Service Rate	Annual FY Total of Service Contracts	Hourly Contract Billing Service Rate	Annual FY Total of Service Contracts	
Maintenance Shuttle	Rural Areas	2	3,984.00	\$ 37.60	\$149,199.72	\$ 38.73	\$153,675.71	\$ 39.89	\$158,285.98	\$ 41.09	\$163,034.56	\$624,195.97
Vehicle Maintenance	Rural Areas	2	3,984.00	\$ 78.89	\$313,054.12	\$ 81.26	\$322,466.57	\$ 83.70	\$332,119.97	\$ 86.21	\$342,083.56	\$1,309,724.22
Fleet Services Coordinator	Rural Areas	1	1,472.00	\$ 95.77	\$190,000.92	\$ 98.64	\$195,700.95	\$ 101.60	\$201,571.98	\$ 104.65	\$207,619.14	\$794,892.99
Maintenance Manager	Rural Areas	1	6,324.00	\$ 95.77	\$190,000.92	\$ 98.64	\$195,700.95	\$ 101.60	\$201,571.98	\$ 104.65	\$207,619.14	\$794,892.99
Vehicle Detailing	Rural Areas	2	1,984.00	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$230,778.88
TOTALS		8	13,764.00		\$899,950.40		\$925,238.90		\$951,244.63		\$978,051.12	\$3,754,485.05

Enter Date: **05/17/2021**

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

TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2021/22

Instructions: Please note that each page of this claim is a separate worksheet, please click through all tabs and complete. Also note that light yellow fields require an entry if applicable, light grey fields contain formulas that will automatically calculate based on corresponding entries, or non-applicable fields. A date and claimant name field is at the top of the first page, and automatically repeats on following pages, (date should be formatted 00/00/0000)

**When completed, please print, sign and send signed original via mail to:
 Les Beshears, Director of Finance, Fresno Council of Governments
 2035 Tulare Street, Suite 201, Fresno, CA 93721**

From: Applicant:	Fresno County Rural Transit Agency
Address:	2035 Tulare Street, Suite 201
City/State/Zip:	Fresno, CA 93721
Contact Phone/email:	(559) 233-6789 mstites@fresnocog.org

This applicant is an eligible claimant pursuant to Section 99203 of the Public Utilities Code and certifies that the following transportation funds are available to be claimed:

Local Transportation Fund

Claimed By Member Agencies	\$ -
	\$ -
CTSA 4.5:	\$ 613,000.00

State Transit Assistance Fund

Claimed By Member Agencies	\$ 3,929,526.00
	\$ -

Other

Unexpended, Held by Claimant:	\$ 4,756,101.00
Other:	

Nine Million Two Hundred Ninety-Eight Thousand Six Hundred Twenty-Seven Dollars	TOTAL
	\$ 9,298,627.00

spell out total amount in above cell

for the purposes and respective amounts specified in the attached claim be drawn from the Local Transportation Fund and State Transit Assistance Fund.

Please print and sign after completing form

Authorized Signature:	<i>Moses Stites</i>
Name/Title:	Moses Stites, General Manager
Date:	5/19/21



Enter Date 05/17/2021 Claimant Name: Fresno County Rural Transit Agency

TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2021/22

PURPOSE	AMOUNT	SUBTOTAL
1. Public Transportation	Article 4: \$ -	
	Article 8c:	
Other Agency:		
Other Agency:		
	State Transit Assistance Funds (STA): \$ 3,929,526.00	
	Audit Exceptions (General Fund Payback):	
	Unexpended Funds, Held by Claimant: \$ 4,756,101.00	
Other (specify):		
		\$ 8,685,627.00
2. Community Transit Service CTSA, Article 4.5:	\$ 613,000.00	\$ 613,000.00
3. To Be Claimed By:		
Other Agency:		
Other Agency:		
Other Agency:		
		\$ -
4. Reserve in Fund Pending Further Claiming		\$ -
	GRAND TOTAL	\$ 9,298,627.00
	Claim Total Must Agree With Total on First Page	\$ 9,298,627.00
	Minus All Unexpended Funds Held By	\$ 4,756,101.00
	GRAND TOTAL PAYABLE TO CLAIMANT	\$ 4,542,526.00

Allocation instructions and payment by the Fresno County Auditor-Controller to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the rules and regulations of the Transportation Development Act.

PUBLIC AND SPECIALIZED TRANSPORTATION SERVICE CLAIM FOR OPERATING AND CAPITAL EXPENSES FY: 2021/22

GENERAL TRANSPORTATION SERVICE PROPOSED 2021/22	PROJECT COSTS	TOTALS
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(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)

TOTAL PROJECT COSTS	\$ 51,570,996.00
<i>Prior Year</i>	\$ 40,968,927.00
<i>Percentage Change</i>	26%

more than prior year

Revenue Source & Amount	Operating	Capital	Total
LTF Article 4:			\$ -
LTF Article 4.5 or 8c:	\$ 200,000.00		\$ 200,000.00
STA:	\$ 3,929,526.00		\$ 3,929,526.00
Fares:	\$ 950,123.00	N/A	\$ 950,123.00
Local Support Measure C:	\$ 1,203,200.00	\$ 19,019,730.00	\$ 1,203,200.00
Fed/State Grants:	\$ 2,879,579.00	\$ 10,009,037.00	\$ 12,888,616.00
Carryover + Surplus:	\$ 1,423,228.00	\$ 11,832,873.00	\$ 13,256,101.00
Interest:	\$ 123,700.00		\$ 123,700.00
Unexpended Funds Held By Claimant:			\$ -
Audit Exception - General Payback Fund:			\$ -
SUB-TOTALS	\$ 10,709,356.00	\$ 40,861,640.00	\$ 51,570,996.00

ELDERLY/HANDICAPPED SERVICE PROPOSED 2021/22	PROJECT COSTS	TOTALS
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(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)

TOTAL PROJECT COSTS	\$ -
<i>Prior Year</i>	\$ -
<i>Percentage Change</i>	0%

more than prior year

Revenue Source & Amount	Operating	Capital	Total
LTF Article 4:			\$ -
Tarpey Roundup:			\$ -
STA:			\$ -
Fares:		N/A	\$ -
Local Support:		N/A	\$ -
Fed/State Grants:			\$ -
Measure C:			\$ -
Interest:			\$ -
Unexpended Funds Held By Claimant:			\$ -
Audit Exception - General Payback Fund:			\$ -
SUB-TOTALS	\$ -	\$ -	\$ -

CONSOLIDATED TRANSIT SERVICE AGENCY PROPOSED 2021/22	PROJECT COSTS	TOTALS
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(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)

TOTAL PROJECT COSTS	\$ 918,000.00
<i>Prior Year</i>	\$ -
<i>Percentage Change</i>	0%

more than prior year

Revenue Source & Amount	Operating	Capital	Total
LTF Article 4.5:	\$ 413,000.00		\$ 413,000.00
LTF Article 8c:			\$ -
STA:			\$ -
Fares:		N/A	\$ -
Local Support:	\$ 505,000.00	N/A	\$ 505,000.00
Fed/State Grants:			\$ -
Other - describe briefly if applicable:			\$ -
Other - describe briefly if applicable:			\$ -
Unexpended Funds Held By Claimant:			\$ -
Audit Exception - General Payback Fund:			\$ -
SUB-TOTALS	\$ 918,000.00	\$ -	\$ 918,000.00

GRAND TOTALS:	OPERATING	CAPITAL	TOTAL
	\$ 11,627,356.00	\$ 40,861,640.00	\$ 52,488,996.00

Enter Date: 05/17/2021

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

PUBLIC AND SPECIALIZED TRANSPORTATION SERVICE FAREBOX CALCULATION FOR FISCAL YEAR: 2021/22

REQUIRED OPERATING/FAREBOX CALCULATIONS

General Transportation Service:

	Operating Expenses:	\$ 10,709,356.00
1. Total Operating Expenses Minus Exclusions	Amount Excluded	\$ 868,350.00
2. Farebox Revenues		\$ 9,841,006.00
3. Other Local Support		\$ 560,614.00
4. Total Local Support (Adds Lines 2 + 3)		\$ 950,123.00
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)		4%
6. Required Minimum Ratio Verification: Enter 1 for Urban, 2 for Rural	2	10%
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)		10%
8. Required Minimum Ratio Criteria:		10%
URBAN 20%		
RURAL 10%		
	<i>Meets Minimum Requirements</i>	

Elderly/Handicapped Service:

	Operating Expenses:	\$ -
1. Total Operating Expenses Minus Exclusions	Amount Excluded	\$ -
2. Farebox Revenues		\$ -
3. Other Local Support		\$ -
4. Total Local Support (Adds Lines 2 + 3)		\$ -
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)		0%
6. Required Minimum Ratio Verification:		0%
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)		0%
8. Required Minimum Ratio Criteria:		10%
10%		
	<i>Does Not Meet Minimum Requirements</i>	

Consolidated Transportation Service Agency:

	Operating Expenses:	\$ 918,000.00
1. Total Operating Expenses Minus Exclusions	Amount Excluded	\$ 918,000.00
2. Farebox Revenues		\$ 505,000.00
3. Other Local Support		\$ -
4. Total Local Support (Adds Lines 2 + 3)		\$ 505,000.00
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)		55%
6. Required Minimum Ratio Verification:		0%
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)		55%
8. Required Minimum Ratio Criteria:		55%
Fares 10%		
Other Local Support 45%		
	<i>Does Not Meet Minimum Requirements</i>	

SUMMARY TOTALS:

		\$ 11,627,356.00
	Total Operating Expenses:	\$ 11,627,356.00
1. Total <i>OF ALL</i> Operating Expenses <i>PLUS</i> Exclusions	Total Amount Excluded:	\$ 868,350.00
		\$ 10,759,006.00

Must Agree With TOTAL, Project Detail Operator Tab:	\$ 40,861,640.00
2. Total of All Capital Projects:	\$ 40,861,640.00

Must Agree With CAPITAL PROJECTS, Project Detail Operator Tab:	\$ 52,488,996.00
3. GRAND TOTAL:	\$ 52,488,996.00

Enter Date: 05/17/2021

Claimant Name: Fresno County Rural Transit Agency

CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2021/22

Should additional Local Transportation Fund monies be made available during the current fiscal year, they are hereby also claimed for the following purposes:

(check yellow box to accept)

Article 4

Article 4.5

SUPPLEMENTAL INFORMATION REQUIRED OF TRANSIT CLAIMANTS (CCR 6632)

ATTACHED TO THIS CLAIM ARE SUBMITTED THE FOLLOWING DOCUMENTS:

(initial yellow box all that apply)

Budget or proposed budget for the fiscal year.

Statement for prior year revenues and expenditures (projections acceptable).

California Highway Patrol Certification pursuant to PUC 99251 (no claim may be approved unless accompanied by this certification). Date on this certification must be within 13 months of the proposed claim approval date.

STANDARD ASSURANCES FOR TRANSIT CLAIMANTS

CLAIMANT ASSURANCES: *(initial yellow box all that apply)*

A. Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to the RTPA and to the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one).

B. Claimant certifies that it has submitted a State Controller Report, in conformance with the uniform system of accounts and records, to the RTPA, and to the State Controller, pursuant to PUC 99243, for the prior year (project year minus two). Beginning with the 1979-80 fiscal year, claimant assures that this report will be audited by an independent CPA. Claimant assures that this report will be completed for the current fiscal year (project year minus one)

C. Claimant certifies in accordance with PUC Section 99314.5(b) that it is not precluded by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979, shall have his or her employment terminated or his or her regular hours of employment, excluding overtime, reduced by the operator as a result of it employing part-time drivers or contracting with such common carriers.

D. Claimant filing claim pursuant to PUC Section 99260 certifies that:

(check one by entering "X" in yellow cell):

1. the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system (PUC Section 99271a); or

NA 2. the operator is implementing a plan approved by the transportation planning agency which will fully fund the retirement system for such officers and employees within 40 years (PUC Section 99271a); or

NA 3. the operator has a private pension plan which sets aside and invests on a current basis funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in PUC Sections 99272 and 99273.

E. Claimant certifies that it is in compliance with PUC Section 99264 that it does not routinely staff, with two or more persons, a vehicle for public transportation purposes designed to be operated by one person.

F. Claimant certifies that it is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended in accordance with Section 6754(a)(3).

G. Claimant certifies that this is in compliance with PUC Section 99155 that if it offers reduced fares to seniors, the same reduced rate is offered to disabled persons, handicapped persons, and disabled veterans and it honors the federal Medicare card for identification to receive reduced fares.

H. Claimant certifies that it is in compliance with PUC Section 99155.5 regarding dial-a-ride and paratransit services being accessible to handicapped persons and that the service is provided to persons without regard to vehicle ownership and place of residence.

The undersigned hereby certifies that the above statements are true and correct.

Please print and sign after completing form

Authorized Signature:

Moses Stites

Name/Title: Moses Stites, General Manager

Date: 5/19/21

BEFORE THE
FRESNO COUNTY RURAL TRANSIT AGENCY
RESOLUTION NO. 2021-10

IN THE MATTER OF:
TRANSPORTATION
DEVELOPMENT ACT OF
1971, AS AMENDED

RESOLUTION ADOPTING A
LOCAL TRANSPORTATION
FUND AND STATE TRANSIT
ASSISTANCE FUND CLAIM
FOR FY 2021-22

WHEREAS, the Fresno County Rural Transit Agency (FCRTA) has been created by a Joint Powers Agreement (September 27, 1979) to provide rural public transportation services in accordance with the 2018-2042 Edition (adopted July 26, 2018) of the Regional Transportation Plan for Fresno County and the adopted Short Range Transit Plan for the Rural Fresno County Area: 2022-2026 (adopted June 24, 2021); and

WHEREAS, the FCRTA is the specified claimant for the Rural Fresno County Consolidated Transportation Services Agency as provided for in the Fresno COG's adopted "Fresno County Coordinated Human Services Transportation Plan" (adopted January 24, 2008); and

WHEREAS, the FCRTA's Board of Directors has adopted the Operations Program and Budget for the Rural CTSA 2021-22, as the basis for it's continued responsibility as the CTSA for Rural Fresno County; and

WHEREAS, the FCRTA has the power to claim Local Transportation Funds for public transportation services in behalf of its Member Agencies; and

WHEREAS, the FCRTA has prepared, reviewed, adopted (June 24, 2021) its Operating Budget for 2021-2022 totaling \$11,627,356 and its Capital Budget for 2021-22 totaling \$40,861,640 and

WHEREAS, the Budget is comprehensive in its approach and content, by reflecting anticipated revenues and expenditures, both capital and operating associated with FCRTA's twenty-two (22) subsystem service providers; and

WHEREAS, each Member Agency continues to approve their financial participation in FCRTA; and

WHEREAS, each Member Agency continues to reserve Local Transportation Funds for the FCRTA to claim; and

WHEREAS, the total amount of Local Transportation Funds and State Transit Assistance Funds to be claimed in support of this year's Budget is equal to \$4,756,101.

NOW, THEREFORE, BE IT RESOLVED, that the Fresno County Rural Transit Agency hereby approves the attached claim as presented.

BE IT FURTHER RESOLVED, that the 2021 - 2022 Local Transportation Fund Claim shall be submitted by the Fresno County Rural Transit Agency to the Fresno Council of Governments for review, processing, and payment.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 24th day of June, 2021.

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 24th day of June, 2021.

Signed: _____
Moses Stites, General Manager

BEFORE THE
FRESNO COUNTY RURAL TRANSIT AGENCY
RESOLUTION NO. 2021-12

Item 3.O

In the matter of: RESOLUTION AUTHORIZING THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM APPLICATION

WHEREAS, A majority of the directors of the Fresno County Rural Transit Agency, a California joint powers Public Agency, hereby consent to, adopt and ratify the following resolutions:

WHEREAS, The State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated November 1, 2019 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200.

WHEREAS, Fresno County Rural Transit Agency (Applicant) desires to apply for AHSC Program funds and submit the Application Package released by the Department for the AHSC Program.

WHEREAS, The SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program.

NOW THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA dated November 1, 2019, for Round 5 in a total amount not to exceed \$20,000,000.00 of which \$11,250,000.00 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") and \$8,750,000.00 is requested for a grant for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities (TRA) or Program (PGM) activities ("AHSC Grant") as defined the AHSC Program Guidelines adopted by SGC on October 31, 2019. If the application is approved, the Applicant is hereby authorized and directed to act on its own behalf in connection with the Department's loan of AHSC funds pursuant to the above mentioned NOFA in an amount not to exceed \$1,280,000.
2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.
3. The Applicant is hereby authorized and directed to act on its own behalf to cause itself to incur an obligation for the AHSC Loan. That in connection with the AHSC Loan, the Applicant is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement in the amount not to exceed \$1,280,000 and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the AHSC Loan, Applicant's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement and certain other documents required by the Department as security for, evidence of or pertaining to the AHSC Loan, and all amendments thereto (collectively, the "AHSC Loan Documents").
4. The Applicant is hereby authorized and directed to incur an obligation for the AHSC Grant. That in connection with the AHSC Grant, the Applicant is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement in the amount not to exceed \$1,280,000 and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the AHSC Grant, the Applicant's obligations related thereto, and the Department's security therefore; including, but not limited to, a disbursement agreement, a covenant and certain other documents required by the

Department as security for, evidence of or pertaining to the AHSC Grant, and all amendments thereto (collectively, the "AHSC Grant Documents").

5. That Moses Stites, General Manager, is hereby authorized to execute the AHSC Loan Documents and the AHSC Grant Documents, and any amendment or modifications thereto, on behalf of the Applicant.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Rural Transit Agency this 24th day of June, 2021.

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 Board of Directors duly adopted at a meeting thereof held on the 24th day of June, 2021.

Signed: _____
Janelle Del Campo, Operations Manager

RESOLUTION # 2021-13

**AUTHORIZATION FOR THE FCRTA GRANT APPLICATION TO THE
REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE)
GRANT PROGRAM**

WHEREAS, the FCRTA is an eligible project applicant and may receive funding from the US Department of Transportation's (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program; and

WHEREAS, the FCRTA wishes to apply for RAISE Grant Program funding to study the implementation for new transit service that provides Fresno County residents with better access to jobs, healthcare, education, social services, and other quality of life locations; and

WHEREAS, the FCRTA is preparing an Application in the amount of \$170,000 for RAISE Grant Program funding for the planning of a new transit service; and

WHEREAS, the FCRTA is committed to analyzing the need for additional specialized transit service through either federal/state grants or local Measure C Funds; 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 RAISE Grant Program document and any applicable statutes, regulations and guidelines for all RAISE Grant Program funded projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the General Manager, be authorized to make financial decisions, authorize the submittal of the application to the USDOT, and implement the expanded transit service to provide better access to jobs, healthcare, education, social services, and other quality of life locations.

AGENCY BOARD DESIGNEE: MOSES STITES, GENERAL MANAGER

Passed and approved this 24th day of June, 2021.

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 24th day of June, 2021.

Signed _____
Moses Stites, General Manager