



2035 Tulare Street, Suite 201
Fresno, CA 93721
Phone: (559) 233-6789
Fax: (559) 233-9645
www.ruraltransit.org

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

DATE: April 30, 2020
TIME: 5:30pm, **AFTER** the *Fresno Council of Governments (FCOG) Meeting*
PLACE: FCOG / FCRTA Offices
Ash Conference Room
2035 Tulare Street, Suite 201
Fresno, CA 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.

Out of an abundance of caution regarding the COVID-19 virus, the April 30, 2020 scheduled Fresno County Rural Transit Agency (FCRTA) board meeting will be held via teleconference.

CONFERENCE CALL-IN INFO:

TOLL FREE NUMBER: 888-398-2342

PARTICIPANT CODE: 740166

PLEASE TURN ON MICROPHONE BEFORE SPEAKING

1. ROLL CALL

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

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

2. CONSENT ITEMS

A. Approve Executive Minutes of February 27, 2020 [ATTACHMENT]

B. Annual Productivity Evaluation FY 2018-19 [APPROVE]

Summary: The productivity evaluation is conducted annually to assess transit operators that receive State Transportation Development Act funds and to recommend potential productivity improvements. This is an evaluation of all routes and services provided by FCRTA for FY 2018-19 which provides an excellent tool to evaluate ridership and costs of all the subsystems that FCRTA oversees. This analysis is

very detailed for routes, hours and days of service by inter-city and intra-city routes.

There is also data that is measured by the TDA performance indicators for passenger costs, fares, miles, hours and farebox ratio to determine state compliance for funding. This report will also be used to submit to funding sources and for the Triennial performance Audit. The FY 2018-19 Productivity Evaluation is available on FCRTA's website www.ruraltransit.org.

Action: Staff recommends Board approval of FY 2018-19 Annual Productivity Evaluation.

C. **Westside Transit Route [INFORMATION]**

Summary: FCRTA modified the existing Westside Transit route to add a stop in the West Park community located outside the sphere of influence in Fresno. The modified Westside Transit route began service February 3, 2020, Monday through Friday on a three (3) month demonstration period. Staff has monitored the route and determined that due to the low ridership, the West Park stop will be eliminated from the Westside Transit route effective May 4, 2020. A flyer has been distributed to notify passengers (ATTACHMENT).

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

D. **2020 Annual CHP-Motor Carrier Division Terminal, Vehicle and Driver Inspection Report [INFORMATION]**

Summary: On March 3, 2020 the CHP completed the FCRTA Annual Inspection for the Terminal, Maintenance, Vehicles and Driver's Records. This included Drug & Alcohol testing requirements under the Federal Transit Administration and Caltrans. The satisfactory ratings meet Local, State and Federal requirements to continue operations and remain eligible for funding allocations in FY 2020-21 as a Public Transit Agency. Attached are the Transit Operator Compliance Certificate, Controlled Substance and Alcohol Testing Program and Motor Carrier Certification for your information (ATTACHMENT).

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

E. **Corona Virus COVID-19 Operations Response Update [INFORMATION]**

Summary: FCRTA is committed to the safety and well-being of our passengers and is working closely with the subcontractor MV Transportation to implement measures as a result of the COVID-19 Novel Coronavirus. Public Transit is considered "essential services" and we will continue to operate until mandated to cease operations. As of March 18, 2020, only two (2) routes have ceased operations; Kingsburg – Reedley College Transit and Sanger – Reedley College Transit, due to the campuses ceasing classroom instruction and going to an online format for the semester until further notice. In an effort to accommodate seniors that currently do not have access to meal sites as a result of the senior center closures, FCRTA has been providing meal delivery to seniors with shelter in place orders in Selma and Kingsburg. The ridership has dropped significantly (40-70%) as a result of the pandemic however there are transit dependent passengers that need transportation within each rural city and into Fresno for services. Staff continues to be in communication with Clovis Transit and FAX to collaborate as needed. We are requesting passengers to not use transit if they have cold or flu like symptoms and limiting capacity to 10 passengers per bus to be consistent with the CDC Guidelines. Maintenance staff has performed outstanding work with the cleaning and disinfecting of the buses many times per day as well as the drivers pitching in to do their part on being healthy with safe practices. Staff is working with national transit associations via webinars and emails on the latest information and updates to keep informed as updates occur affecting transit agencies nationally. Informational materials targeting employees and passengers have been posted in the buses providing information and how to protect against the COVID-19. A COVID-19 Operations Response Plan has also been created and staff will continue to respond as advised by public health officials (ATTACHMENT).

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

F. Consultant Selection for FCRTA Grid Analysis Project [APPROVE]

Summary: In May 2019, FCRTA was awarded \$515,800 from the Caltrans Sustainable Communities Planning Grant Program to conduct an Electrical Grid Analysis Study in rural Fresno County. As indicated in the grant application, FCRTA will be utilizing a qualified consultant to perform this study and complete a Request for Proposal (RFP) process for selection of a consultant. The intent of this RFP is to retain a consultant to; assess grid capacity in rural Fresno County and identify areas that have the load capacity and can sustain EV charging infrastructure as well as identify areas that require upgrades, identify the grid capacity required based on growth and increased EV charging infrastructure, determine capital costs for any identified upgrades due to substandard segments of the grid and identify potential funding sources and strategic partnerships. The RFP was released on January 22, 2020 and proposals were due on March 4, 2020. Staff received four (4) proposals for this project. On March 16th and 17th, 2020, a scoring committee representing FCRTA, Fresno COG and Fresno County interviewed the consultants and unanimously recommended AECOM for this project. The proposed agreement is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of AECOM as the consultant for the FCRTA Grid Analysis Project and authorize the General Manager to enter into an agreement with AECOM in an amount not to exceed \$515,750.

G. FCRTA Maintenance Facility Project in the City of Selma [APPROVE]

Summary: The new FCRTA bus and operations and maintenance facility will be funded by The Federal Transit Administration (FTA) 5339 Grant, SB1 State of Good Repair and local Measure C funds totaling \$13 million. FCRTA must prepare National Environmental Policy Act (NEPA) documents for categorical exclusion as a requirement to be in compliance and receive FTA funding (\$5.1 million). The parcels have already been given a Categorical Exemption under CEQA. The NEPA proposal letter from LSA in the amount not to exceed \$20,757.04 is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval for LSA Consultants to prepare NEPA documents in the amount not to exceed \$20,757.04.

H. FCRTA 2020-21 Annual Budget Draft [INITIATION]

Summary: Summary: Fresno County Rural Transit Agency's draft budget has been prepared to reflect Fresno COG's Regional Transportation Plan (RTP) and the Short-Range Transit Plan (SRTP) for the rural Fresno County area, 2020-2024.

The document recommends continuing existing services and capital improvements. This year's draft budget has been developed to include continued review, comment and action during its 45-day public review period that will culminate on June 25, 2020 with the scheduled FCRTA Board meeting following a public hearing. The numbers in the draft budget are subject to refinement following service contract negotiations, an opportunity for public presentations and a public presentation before the Board of Directors. The budget, which may require periodic amendments during the 2020-2021 fiscal year, is available on Fresno COG's website www.fresnocog.org and FCRTA's website www.ruraltransit.org.

Action: Staff recommends initiation of the 45-day review with a proposed adoption of June 25, 2020 following a public hearing.

I. Electrify America Proposal [APPROVE]

Summary: Electrify America released a Request for Proposals in March 2020 for Zero Emission Vehicle (ZEV) awareness and education projects. FCRTA, in partnership with Walker Consultants and Inspiration Transportation is requesting \$284,000 in funding and proposing a project submittal for a Zero Emission Vehicle (ZEV) awareness and education outreach program. This outreach and education campaign

program will reach Fresno County's rural low-income and disadvantaged residents to increase awareness and benefits of ZEV ownership. The program includes research to create marketing materials and data on the benefits of ZEV ownership and a robust stakeholder engagement plan, four community workshops, and six ZEV block parties that will take a hands on approach to ZEV ownership. The Electrify America Proposal is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of the Electrify America Proposal in the amount of \$284,000.

J. Low Carbon Transit Operations Program Application [APPROVE]

Summary: FCRTA was recently notified of our annual funding allocation from the Low Carbon Transit Operations Program (LCTOP) through Caltrans. The allocation amount of \$449,443.00 will be used to purchase one (1) thirty (30) foot BYD electric bus and will be used on one of the existing FCRTA routes. The balance of funds to complete the purchase will be approximately \$166,031.81 match with Measure C funding. Attached are Resolution No.2020-02 and No.2020-03 for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of Resolution No.2020-02 and No.2020-03.

3. OTHER BUSINESS

A. Items from staff.

B. Items from members.

4. ADJOURNMENT

Executive Minutes

Thursday, February 27, 2020 at 5:30 P.M after COG Policy Board Meeting
COG Sequoia Conference Room
2035 Tulare St., Suite 201, Fresno, CA

Members Attending:

Mayor Ron Lander, City of Coalinga
Mayor Elsa Lopez, City of Firebaugh
Mayor David Cardenas, City of Fowler
Supervisor Sal Quintero, Fresno County
Mayor Rey Leon, City of Huron
Mayor Pro Tem Gary Yep, City of Kerman
Mayor Michelle Roman, City of Kingsburg
Mayor Rolando Castro, City of Mendota
Mayor Victor Lopez, City of Orange Cove
Mayor Pro Tern Trinidad Pimentel, City of Parlier
Council Member Mary Fast, City of Reedley
Mayor Frank Gonzalez, City of Sanger
Councilmember Amarpreet Dhaliwal, City of San Joaquin
Mayor Louis Franco, City of Selma

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

Absent:

1. **ROLL CALL** — Meeting called to order 7:01 p.m
Public Presentations - This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.

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

2. **CONSENT ITEMS**
 - A. Approve Executive Minutes of January 30, 2020 [APPROVE]
 - B. 2020 Annual Unmet Transit Needs [INFORMATION]
 - C. FCRTA Maintenance Facility Project in the City of Selma [INFORMATION]
 - D. Federal Transit Administration (FTA) Section 5311 Application 2019-20 [APPROVE]
 - E. Low Carbon Transit Operations Program Application [APPROVE]

Pull Item 2E from Consent Items, staff will return with this item in March.

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

3. **OTHER ITEMS**

A. **Items from Staff**
None

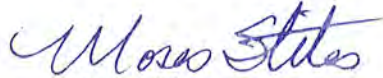
B. **Items from Members**
None

4. **ADJOURNMENT**

Meeting Adjourned at 7:06 p.m

A motion was made by Council Member Dhaliwal (San Joaquin) and second by Mayor Lopez (Orange Cove). A vote was called and motion carried.

Respectfully submitted,



Moses Stites
General Manager



Public Notice to West Park Residents: Westside Transit Route Notice

The Westside Transit Route was modified on February 3, 2020 to include a stop in West Park at Saber's Market. This stop will be terminated on May 4, 2020 due to lack of ridership after a 3 month demonstration period.

We thank you for your patronage in riding the bus during this demonstration period. Should you have any questions, please contact the Fresno County Rural Transit Agency.

Thank you,

Fresno County Rural Transit Agency

Moses Stites, General Manager

2035 Tulare Street, Suite 201

Fresno, California 93721

(559) 233-6789 x244

mstites@fresnocog.org

www.ruraltransit.org



Aviso público a los residentes del West Park: Aviso de ruta de tránsito de Westside

La ruta de tránsito Westside se modificó el 3 de febrero de 2020 para incluir una parada en West Park en el mercado de Sabre. Esta parada finalizará el 4 de mayo de 2020 debido a la falta o la cantidad de pasajeros después de un período de demostración de 3 meses.

Le agradecemos su patrocinio al viajar en el autobús durante este período de demostración. Si tiene alguna pregunta, comuníquese con la Fresno County Rural Transit Agency.

Gracias,

Fresno County Rural Transit Agency

**Moses Stites, General Manager
2035 Tulare Street, Suite 201
Fresno, California 93721**

(559) 233-6789 x244

mstites@fresnocog.org

www.ruraltransit.org

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

MV TRANSPORTATION INC

ADDRESS		TELEPHONE NUMBER
1870 DOCKERY AVE		559-230-9618

CITY	ZIP CODE	COUNTY
SELMA	93662	Fresno

This is to certify that the above named transit operator was inspected on this date and found to be in compliance with California Vehicle Code Section 1808.1, regarding participation in the Department of Motor Vehicles Pull Notice Program, and with Section 12804.6, regarding transit bus operator certificates.

ISSUED BY	I.D. NUMBER	DATE
Daniel Ortiz	A11992	02/27/2020

Destroy Previous Editions

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME

FRESNO RURAL TRANSIT AUTHORITY

ADDRESS

2035 Tulare Street

TELEPHONE NUMBER

559-233-6769

CITY

ZIP CODE

COUNTY

Fresno

93721

Fresno

This is to certify that the above named transit operator was inspected on this date and found to be in compliance with California Vehicle Code Section 1808.1, regarding participation in the Department of Motor Vehicles Pull Notice Program, and with Section 12804.6, regarding transit bus operator certificates.

ISSUED BY

I.D. NUMBER

DATE

Daniel Ortiz

A11992

02/27/2020

Destroy Previous Editions

Chp339_0808.pdf

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CA NUMBER 468401	FILE CODE NUMBER 477557	COUNTY CODE 10	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo		CODE G	OTHER PROGRAM(S) B	LOCATION CODE 435	SUBAREA 03

CARRIER LEGAL NAME MV PUBLIC TRANSPORTAION INC	TERMINAL NAME (IF DIFFERENT) SAME	TELEPHONE NUMBER (WAREA CODE) (559) 230-9618
---	--------------------------------------	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
1870 DOCKERY AVE SELMA CA 93662

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)
2711 N HASKELL AVE STE 1500 LB-2 DALLAS TX 75204

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
SAME

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO.	HWT. REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH BY TYPE I 87 II Mod Limo	DRIVERS 32	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT	HW VEH.	HW CONT.	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC				

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) GEORGE SIPIN	DAY TELEPHONE NO. (WAREA CODE) (559) 230-9618	NIGHT TELEPHONE NO. (WAREA CODE) (559) 230-9618
EMERGENCY CONTACT (NAME) MIOSES STITES	DAY TELEPHONE NO. (WAREA CODE) (559) 233-6789	NIGHT TELEPHONE NO. (WAREA CODE) (559) 273-7021

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2019]

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 - 50,000	C <input type="checkbox"/> 50,001 - 100,000	D <input type="checkbox"/> 100,001 - 500,000	E <input type="checkbox"/> 500,001 - 1,000,000	F <input type="checkbox"/> 1,000,001 - 2,000,000	G <input type="checkbox"/> 2,000,001 - 5,000,000	H <input type="checkbox"/> 5,000,001 - 10,000,000	I <input checked="" type="checkbox"/> MORE THAN 10,000,000
--	---	--	---	---	---	---	--	---

OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T	<input type="checkbox"/> TCP	<input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 1205759	<input checked="" type="checkbox"/> MC <input type="checkbox"/> MX	648465	<input type="checkbox"/> MC <input type="checkbox"/> MX	REASON FOR INSPECTION ANNUAL GPPV BUS TERMINAL

INSPECTION FINDINGS INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 UR 2 S 3 S 4	1 UR 2 S 3 S 4	1 UR 2 S 3 S 4	1 N/A 2 N/A 3 N/A 4	1 UR 2 S 3 S 4
DRIVER RECORDS		No. 14 Time 8.0	No. 16 Time 4.0	No. 14 Time 7.0	TIME	TOTAL TIME 19.0
DRIVER HOURS		<input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles	Units
BRAKES		REMARKS				
LAMPS & SIGNALS		SEE PART B				
CONNECTING DEVICES						
STEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS						
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						


INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input type="checkbox"/>	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL 6,7,1	INSPECTION DATE(S) 2/20-21-24/20	TIME IN 0800	TIME OUT 01600
INSPECTED BY (NAME(S)) DANIEL ORTIZ				ID NUMBER(S) A11992	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None		

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 20), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (559) 453-3130 within 5 business days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 2/24/2020
CARRIER REPRESENTATIVE'S PRINTED NAME GABRIEL TABAREZ	TITLE OPERATIONS MANAGER	DRIVER LICENSE NUMBER STATE

Californis Highway Patrol

	US DOT # 1205759	Legal: MV PUBLIC TRANSPORTATION INC Operating (DBA):							
MC/MX #: 648465		State #: 468401		Federal Tax ID: 11-3706367 (EIN)					
Review Type: Non-ratable Review - Special Study									
Scope: Terminal		Location of Review/Audit: Company facility in the U. S.		Territory:					
Operation Types		Interstate	Intrastate						
Carrier:	Non-HM	Non-HM	Business: Corporation						
Shipper:	N/A	N/A	Gross Revenue: for year ending:						
Cargo Tank:	N/A								
Company Physical Address:									
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204									
Contact Name: GABRIEL TABAREZ									
Phone numbers: (1) 972-391-4600		(2) 559-595-8800		Fax: 559-899-3079					
E-Mail Address: gabriel.tabarez@mvtransit.com									
Company Mailing Address:									
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204									
Carrier Classification									
Authorized for Hire									
Cargo Classification									
Passengers									
Equipment									
	Owned			Term Leased			Trip Leased		
Minibus, 16+	87	0	0	0	0	0	0	0	0
Power units used in the U.S.: 87									
Percentage of time used in the U.S.: 100									
Does carrier transport placardable quantities of HM?							No		
Is an HM Permit required?							N/A		
Driver Information									
	Inter		Intra		Average trip leased drivers/month: 0				
< 100 Miles:	0	32	Total Drivers: 32						
>= 100 Miles:	0	0	CDL Drivers: 32						





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

02/24/2020

Part A

QUESTIONS regarding this report
may be addressed to the Office of Motor Carriers at:

5435 E. Olive Avenue
Fresno, CA 93727
(559)453-3130

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: GABRIEL TABAREZ

Title: OPERATIONS MANAGER

Name:

Title:





MV PUBLIC TRANSPORTATION INC - Terminal
U.S. DOT #: 1205759

State #: 468401

Review Date:
02/24/2020

Part B Violations

Safety Fitness Rating Information:

Total Miles Operated 25,000,000
Recordable Accidents 0

OOS Vehicle (CR): 0
Number of Vehicle Inspected (CR): 14
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

This Review is not Rated.





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

02/24/2020

Part B Requirements and/or Recommendations

1. Questions related to this inspection may be directed to the Central Division Motor Carrier Safety Unit Supervisor at (559) 453-3130
2. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>
3. For questions about Motor Carrier of Property Permit : 916-657-7092
For questions about Employer Pull Notice Program: 916-657-6346
To pay BIT inspection fees by phone: 916-843-4150
For questions about passenger transportation authority: 415-703-2063





MV PUBLIC TRANSPORTATION INC - Terminal
 U.S. DOT #: 1205759

State #: 468401

Review Date:
 02/24/2020

Part C

Reason for Review: Other ANNUAL BUS TERMINAL
Planned Action: Compliance Monitoring

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews

3/18/2019
 2/20/2019
 2/6/2019

Prior Prosecutions

10/14/2010

Reason not Rated: Special Study

Study Code: CA

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?

Yes - Intrastate

Does carrier transport placardable quantities of hazardous materials?

Not Applicable

Unsat/Unfit rule:

Corporate Contact: GABRIEL TABAREZ
Corporate Contact Title: OPERATIONS MANAGER

Special Study Information:

Remarks:

TERMINAL NAME: MV TRANSPORTATION INC CA# - 468401
 Terminal Address: 1870 DOCKERY AVE SELMA CA 93662 FCN - 477557

RATING INFORMATION:

In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 14 of 14 required vehicle inspections.

Upload Authorized:	Yes	No
Authorized by:		Date:
Uploaded:	Yes	No
Verified by:		Failure Code:
		Date:



COVID 19

CORONAVIRUS DISEASE

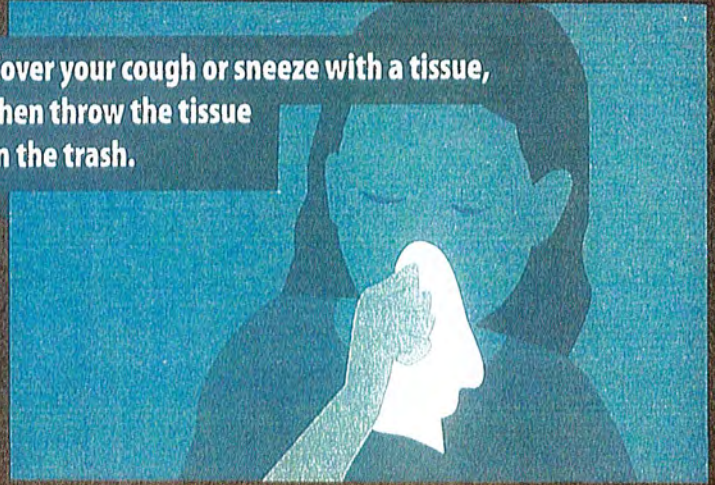
STOP THE SPREAD OF GERMS

Help prevent the spread of respiratory diseases like COVID-19.

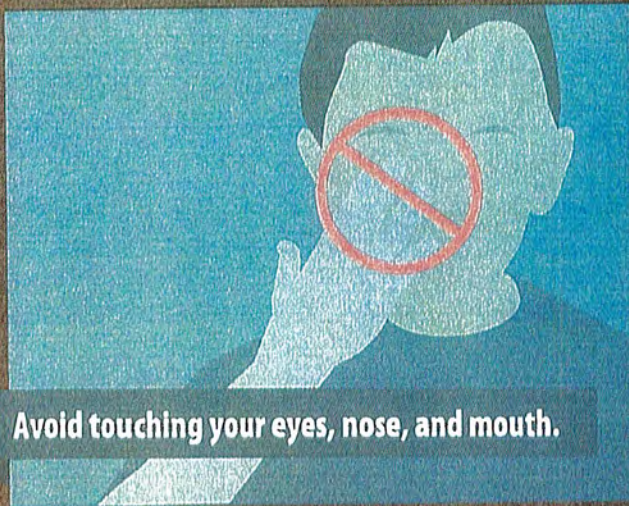
Avoid close contact with people who are sick.



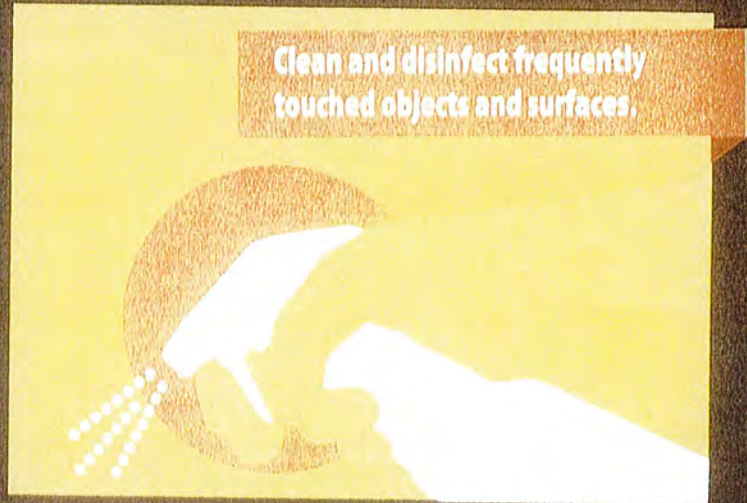
Cover your cough or sneeze with a tissue, then throw the tissue in the trash.



Avoid touching your eyes, nose, and mouth.



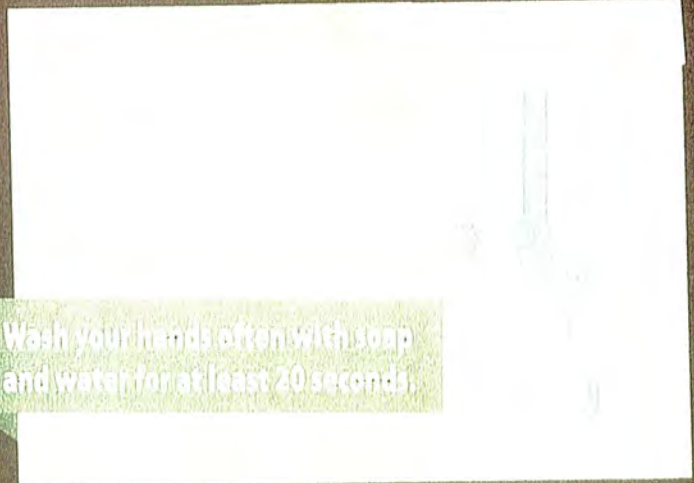
Clean and disinfect frequently touched objects and surfaces.



Stay home when you are sick, except to get medical care.



Wash your hands often with soap and water for at least 20 seconds.



For more information: www.cdc.gov/COVID19

MV Transportation - FCRTA Coronavirus COVID-19 Operations Response Plan

Ver. March 03, 2020



MV TRANSPORTATION, INC.

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Coronavirus COVID-19 Operations Response Plan – March 2020

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EXECUTIVE SUMMARY

MV Transportation and **FCRTA** have devised this operations action plan to handle the COVID-19 Coronavirus disease and spread in **FRESNO COUNTY (FCRTA transit subsystems)**. This plan outlines the steps that MV and **FCRTA** will take for the safety of our employees and customers and the impact on operations. Our foremost concern is the safety and well-being of our employees and our customers. There may be changes to service patterns; customer concerns, and issues with employees that need to be prepared for. The goal is to outline the areas that contingencies have been developed. This is a working plan, as such, the plan will evolve as more details regarding the coronavirus come to light.

MV SAFETY / OPERATIONS PLAN

SITUATION:

The World Health Organization (WHO) has declared a global health emergency over a new coronavirus, known as COVID-19, that has killed more than 3,000 people worldwide following an outbreak in the central Chinese city of Wuhan. More than 89,000 cases of the infection have been reported globally, most of them in mainland China.

According to the WHO, coronaviruses are a family of viruses that cause illnesses ranging from the common cold to more severe diseases such as severe acute respiratory syndrome (SARS) and the Middle East respiratory syndrome (MERS). These viruses were originally believed to have been transmitted between animals and people. SARS, for instance, was transmitted from civet cats to humans while MERS moved to humans from a type of camel.

COVID-19, identified by Chinese authorities on January 7, 2020, is a new strain that had not been previously identified in humans. Little is known about it, although human-to-human transmission has been confirmed. According to the WHO, signs of infection include fever, cough, shortness of breath and breathing difficulties. In more severe cases, it can lead to pneumonia, multiple organ failure and even death.

Current estimates of the incubation period - the amount of time between infection and the onset of symptoms - range from one to 14 days. Most infected people show symptoms within five to six days. However, infected patients can also be asymptomatic, meaning they do not display any symptoms despite having the virus in their systems.

King County, Washington Public Transit Example Response

Public health officials in King County, Washington have confirmed the death of three individuals infected with COVID-19. One of those individuals was confirmed to have ridden MV Transportation-operated King County Access paratransit service during the prior week, accentuating the need for MV and our customers to be prepared for proactively addressing and responding to the health emergency.

A summary of MV and King County's response included:

- As a precaution, MV placed four employees who were potentially exposed to the infected passenger on paid administrative leave and have asked that they remain at home, for the next 4-5 days.
- The vehicle in question was pulled from service for additional cleaning precautions.
- The MV General Manager and our primary customer have been in contact with county health officials.
- Due to HIPPA Laws, no customer name or information has been publicly released.

EMPLOYEE SAFETY

The safety of MV's and **FCRTA's** employees, as well as the safety and wellbeing of our customers is our foremost concern. MV will not unnecessarily jeopardize the well-being and safety of our employees during the virus outbreak.

Following the current top health care providers, we are asking any employee who may have driven infected or exposed customers to remain at home as a precaution. MV will put these drivers who may have been exposed on paid administrative leave.

If an employee expects that they may have become exposed to a passenger or patient with the virus, the employee is to stay at home, and to seek medical attention. Employees will be able to use sick time for days off.

AWARENESS CAMPAIGN

MV's corporate safety team has developed awareness flyers and information regarding COVID-19 and how to protect against the virus. MV has presented the flyers to **FCRTA**. The flyer labelled STOP THE SPREAD OF GERMS will be posted in all the vehicles.

MV will be conducting safety campaigns and meetings with employees for awareness and precautions for the virus, including reminders to regular wash their hands and to avoid close contact with any person who exhibits symptoms of the virus.

PASSENGERS

MV recommends that customers who have been exposed to the virus, or have the virus, to avoid public transportation. If a customer calls into reservations stating they have been exposed to the virus, MV recommends informing the customer to take medical transportation to hospitals or health clinics.

ALARM / PANIC

MV anticipates a certain amount of possible fear and alarm within our customer base and with our employees. Our corporate team will be doing our best to alleviate fears, by being open and straightforward with our team. MV anticipates potential call off rates from our workforce during the virus outbreak. We also expect higher than normal cancellation rates from customers, on the day of service.

There will also be a lot of misunderstanding of the virus. MV will be expecting customers and drivers may refuse trips to certain centers / hospitals where the virus may have been detected or the rumor thereof.

CANCELLATION POLICY

Customers will not be assessed a penalty with the cancellation policy due to COVID-19. MV will be recording the events for customers. Subscription trips can also be cancelled without penalty. No Shows and Cancelled at the Door will not be assessed against customers during this period.

STATE AND LOCAL AUTHORITIES

State and local public health authorities may decide to:

Temporary Closures or early dismissals of childcare facilities, schools. Adult day care centers may also face closures. MV and FCRTA will be contacting these centers to determine the action plans in the event of a Virus outbreak.

Social Distancing: Request or recommend people increase their social distancing during the outbreak. Workplace social distancing measure, such as replacing in person meetings with teleworking. Modifying of cancelling mass gatherings.

MV TELECOMMUTING

MV will set up laptops for some personnel to be able to telecommute. There are limited numbers of laptops and desktops that can be used. MV will be setting up some for this purpose, to assist with the need to telecommute.

SAFETY BLITZES / CAMPAIGNS

MV will be conducting Safety Blitzes and Campaigns for our workforce, to discuss the virus and protective measures that can be taken for their wellbeing. The first campaign started on March 3rd. Division Safety Managers will lead the blitz at all facilities, putting flyers in vehicles, and talking to drivers.

TRACKING & REPORTING

If any MV employee is verified to be directly exposed to a confirmed report of the virus at work (ex. a confirmed passenger on an MV-operated route), formal notification should be initiated immediately by sending an email with all the key details to coronasupport@mvtransit.com to ensure proper awareness and tracking is initiated.

MEDICAL / LIFE SAVING APPOINTMENTS

If MV experiences high call off rates during the virus outbreak, MV will recommend to FCRTA that service levels be reduced to emergency only services. This will be akin to severe weather days. For example, MV recommends:

Stage 2: Regular assignments will be scheduled with some minor modification depending on conditions. In this instance, if routes are cancelled, or closed due to driver shortages, routes will be adjusted accordingly and to the best of our ability.

Stage 3: As appropriate all individuals with reservations/standing rides will be encouraged to cancel rides. Stage 3 announcements will be recorded on the phone.

Stage 4: All non-essential trips will be cancelled, individuals with cancelled rides will be notified. All attempts will be made to pick up passengers that have been dropped off by FCRTA (providing the customer has not been identified with COVID-19).

MEDIA COMMUNICATION

Jeff Womack, MV Chief Marketing Officer, will be the point of contact for any requested media response for MV. MV's initial response to the situation is as follows:

MV Transportation is working closely with our customers on the response to COVID-19. The safety and wellbeing of our passengers and our employees is our foremost consideration. MV is taking all precautions with the additional cleaning of our vehicles where warranted and informing our customers and employees of the outbreak. We encourage all passengers to follow the advice of the CDC and local public health officials and ensure that they utilize hand sanitizer and wash their hands frequently to prevent the spread of the virus. Customers who have been in contact with the virus are encouraged to stay at home and used medical transportation for medical emergencies.

MV FACILITIES

MV has and will continue to conduct thorough cleaning of drivers' lounges, break areas and office areas.

SCHEDULING/DAY OF SERVICE

MV will be conducting batches throughout the day. We anticipate heavier than normal call off rates. Service levels may be impacted as a result of driver call offs.

MEMO TO EMPLOYEES

MV will issue the following memo to employees regarding novel coronavirus. It will be posted throughout the facility. The goal is to make sure our employees are safe and aware of the situation. MV will remain open and honest throughout the process.

Team,

By now you are aware of the global coronavirus health emergency (COVID-19), now spread to over 50 countries including the United States. Public health officials continue to stress that the most at-risk populations are the elderly and those with pre-existing medical conditions with most cases believed to be mild and the risk remains low for people in our community at this time.

With our important role providing public transportation, it is imperative that we each do our part to minimize the spread of any infectious disease:

- Stay home when sick and avoid close contact with others. Make use of your sick leave and please ensure you discuss absences with your supervisor beforehand and follow your department's sick leave policies.
- If you are returning after visiting a high-risk area (Level 3 Travel Notice) as defined by the Centers for Disease Control (CDC), do not return to work for 14 days, as per CDC recommendation. Please discuss this with your supervisor.

Steps you can take to prevent spread of flu and the common cold will also help prevent coronavirus:

- Wash hands often with soap & water for at least 20 seconds. If not available, use hand sanitizer.
- Avoid touching your eyes, nose, or mouth with unwashed hands.
- Avoid contact with people who are sick.
- Cover your mouth/nose with a tissue or sleeve when coughing or sneezing.

We will continue to monitor this situation and as new information becomes available, will provide additional updates. You can find the latest information on the [CDC](#) website.

INCREASED VEHICLE CLEANING STANDARDS

In collaboration with our national cleaner supplier, ZEP, we have identified a product well-suited for deeper vehicle disinfecting, Spirit II, that will be made available where needed to be used in conjunction with the current cleaners.

Zep Spirit II is a Zep GreenLink product with an improved formula. It is a ready-to-use, hospital-grade, non-phenolic, germicidal cleaner and deodorant. It will quickly cut through grease and heavy soil. Spirit II will kill Tuberculosis, Canine Parvovirus, and HIV-1 on pre-cleaned, inanimate, non-porous surfaces. It conforms to CDC Bloodborne-Pathogens procedures for environmental surfaces. Use of Zep Spirit requires no dilution, mixing or measuring required, and is EPA registered. Zep Spirit II (EPA Reg # 1839-83-1270) has demonstrated effectiveness against viruses similar to COVID-19 on hard non-porous surfaces. Therefore, this product will be used against COVID-19 and should be used in accordance with the directions for use against Human Rotavirus, Rhinovirus Type 39, Hepatitis A virus, Poliovirus Type 1, and Canine Parvovirus on hard, non-porous surfaces. Refer to the CDC website (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>) for additional information.

MEDICAL CENTERS

MV has received information that several medical centers may not take additional customers with appointments. MV's team will call centers to determine which will be open during the week. MV recommends that **FCRTA** create an announcement to customer to verify their appointments before travelling.

CORPORATE PURCHASING

MV has reached out to our corporate purchasing team to purchase individual hand sanitizers for employees. Face masks are only effective for people who have the virus, but do not stop people from getting the virus. Good hand washing practices is a more effective tool.

SCHOOL CLOSURES

MV expects potential school and facility closures as additional cases of the virus emerge. We recommend customers check local media sources throughout the week.

CUSTOMERS EXHIBITING SYMPTOMS OF FLU, COLD OR SUSPECTED CORONAVIRUS

MV anticipates that drivers and other passengers on vehicles will be concerned with customers being picked up exhibiting cold and flu symptoms. In these cases, if the driver or other passengers refuse the trip, MV will do our best to get the customer a trip on another medium. However, we encourage all customers with these symptoms to stay at home.

EMPLOYEE ATTENDANCE

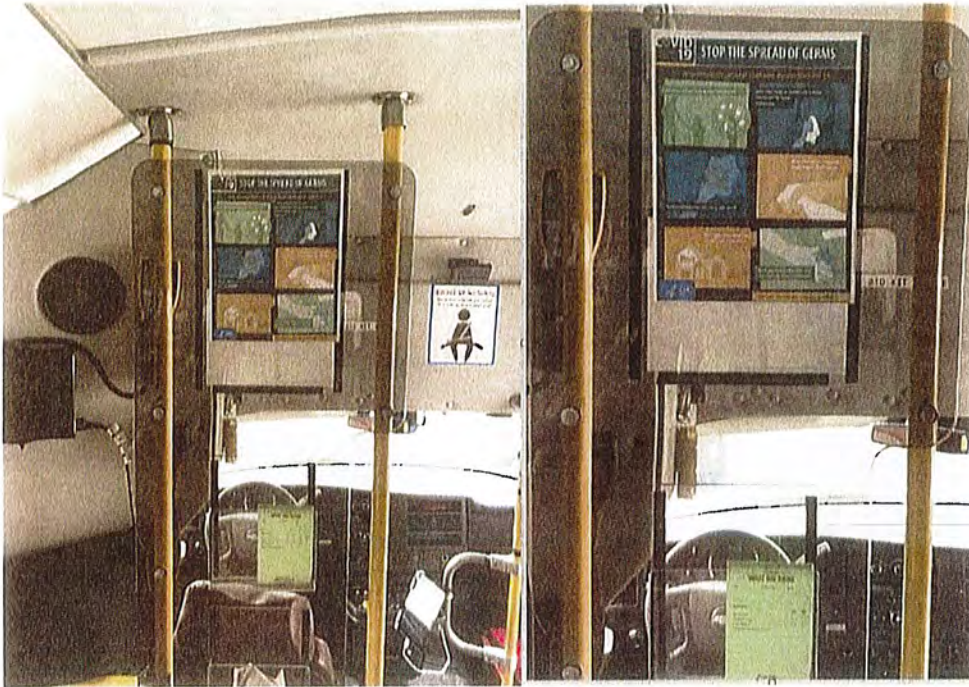
MV will be maintaining attendance trackers and will be monitoring the impact of employee call offs. MV will do it's best to anticipate call off rates and will inform the county of any immediate concerns with staffing.

REGULAR UPDATE MEETINGS

MV is conducting regular calls regarding COVID-19 and operations service planning activities which will continue throughout the crisis. We recommend local teams also establish a regular cadence of meetings with their customers and local public health officials to discuss the impact on service and overall health concerns.

MV AWARENESS CAMPAIGN

MV published the following awareness flyers on Friday Feb. 28th, 2020 for all MV divisions to post to help raise awareness to the Coronavirus and good health practices.



Flyers are to be placed behind the driver on all vehicles, where allowed by the customer.

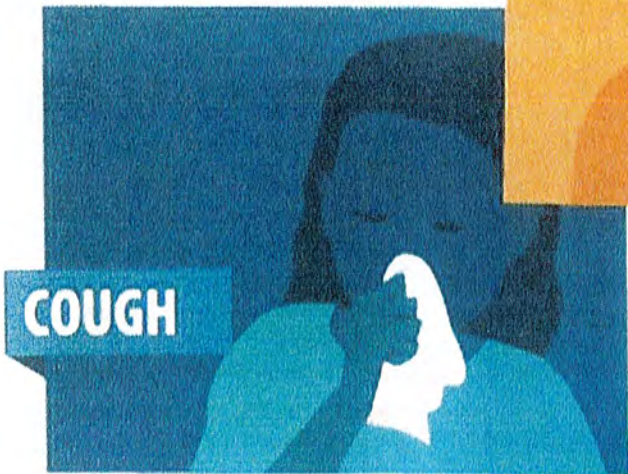
COVID-19 CORONAVIRUS DISEASE 2019 SYMPTOMS OF CORONAVIRUS DISEASE 2019

Patients with COVID-19 have experienced mild to severe respiratory illness.

Symptoms* can include



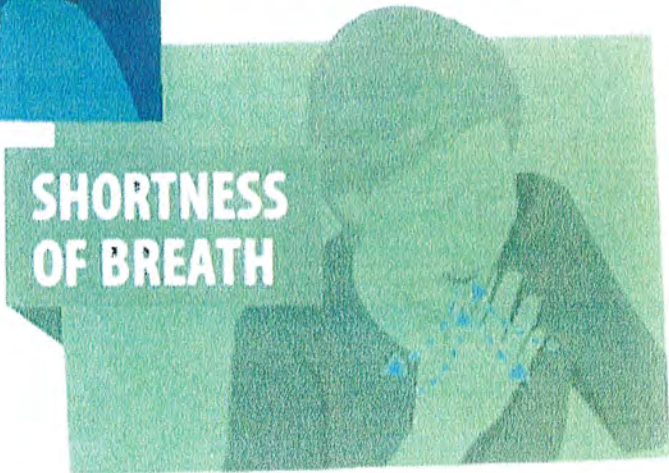
FEVER



COUGH

*Symptoms may appear 2-14 days after exposure.

If you have been in China or in close contact with someone with confirmed COVID-19 in the past 2 weeks and develop symptoms, call your doctor.



SHORTNESS OF BREATH



For more information: www.cdc.gov/COVID19

COVID-19 CORONAVIRUS DISEASE

What to do if you are sick with coronavirus disease 2019 (COVID-19)

If you are sick with COVID-19 or suspect you are infected with the virus that causes COVID-19, follow the steps below to help prevent the disease from spreading to people in your home and community.

Stay home except to get medical care

You should restrict activities outside your home, except for getting medical care. Do not go to work, school, or public areas. Avoid using public transportation, ride-sharing, or taxis.

Separate yourself from other people and animals in your home

People: As much as possible, you should stay in a separate room and away from other people in your home. Also, you should use a separate bathroom, if available.

Animals: Do not handle pets or other animals while sick. See [COVID-19 and Animals](#) for more information.

Call ahead before visiting your doctor

If you have a medical appointment, call the healthcare provider and tell them that you have or may have COVID-19. This will help the healthcare provider take extra steps to keep other people from getting infected or exposed.

Wear a facemask

You should wear a facemask when you are around other people (e.g., sharing a room or waiting for care) and before you enter a healthcare provider's office. If you are not able to wear a facemask (for example, because it causes trouble breathing), then people who live with you should not stay in the same room with you, or they should wear a facemask if they enter your room.

Cover your coughs and sneezes

Cover your mouth and nose with a cloth when you cough or sneeze. Throw used tissues in a lined trash can. Immediately wash your hands with soap and water for at least 20 seconds or clean your hands with an alcohol-based hand sanitizer that contains at least 60 to 95% alcohol, covering all surfaces of your hands and rubbing them together until they feel dry. Soap and water should be used preferentially if hands are visibly dirty.

Avoid sharing personal household items

You should not share dishes, drinking glasses, cups, eating utensils, towels, or bedding with other people or pets in your home. After using these items, they should be washed thoroughly with soap and water.

Clean your hands often

Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, clean your hands with an alcohol-based hand sanitizer that contains at least 60% alcohol, covering all surfaces of your hands and rubbing them together until they feel dry. Soap and water should be used preferentially if hands are visibly dirty. Avoid touching your eyes, nose, and mouth with unwashed hands.

Clean all "high-touch" surfaces every day

High-touch surfaces include counters, table tops, doorknobs, bathroom fixtures, toilets, showers, keyboards, tablets, and bedside tables. Also, clean any surfaces that may have food, stool, or body fluids on them. Use a household cleaning spray or wipe, according to the label instructions. Labels contain instructions for safe and effective use of the cleaning product, including precautions you should take when applying the product, such as wearing gloves and making sure you have good ventilation during use of the product.

Monitor your symptoms

Seek prompt medical attention if your illness is worsening (e.g., difficulty breathing). Before seeking care, call your healthcare provider and tell them that you have, or are being evaluated for, COVID-19. Put on a facemask before you enter the facility. These steps will help the healthcare provider's office to keep other people in the office or waiting room from getting infected or exposed.

Ask your healthcare provider to call the local or state health department. Persons who are placed under active monitoring or mandated self-monitoring should follow instructions provided by their local health department or occupational health professionals, as appropriate.

If you have a medical emergency and need to call 911, notify the dispatch personnel that you have, or are being evaluated for, COVID-19. If possible, put on a facemask before emergency medical services arrive.

Discontinuing home isolation

Patients with confirmed COVID-19 should remain under home isolation precautions until the risk of secondary transmission to others is thought to be low. The decision to discontinue home isolation precautions should be made on a case-by-case basis, in consultation with healthcare providers and state and local health departments.



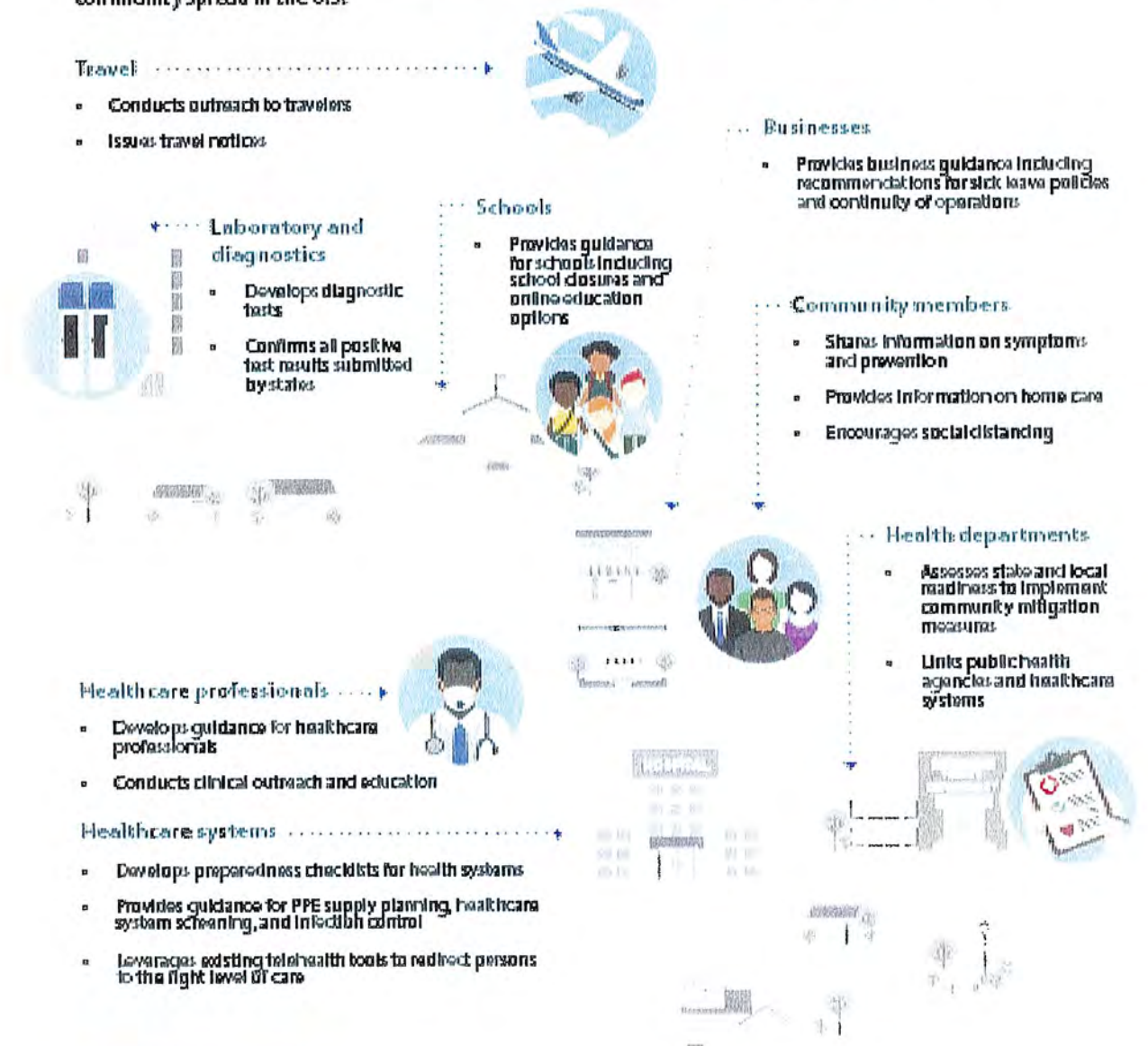
© CDC/WHO

For more information: www.cdc.gov/COVID19

COVID 19 CORONAVIRUS DISEASE

CDC Protects and Prepares Communities

CDC is aggressively responding to the global outbreak of COVID-19 and preparing for the potential of community spread in the U.S.

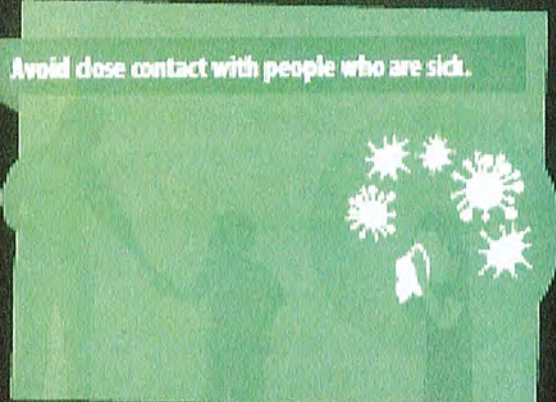
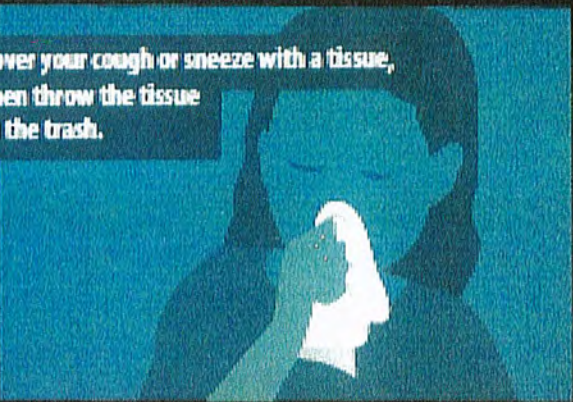
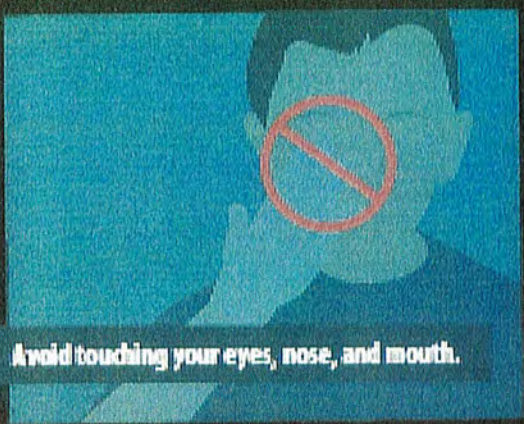

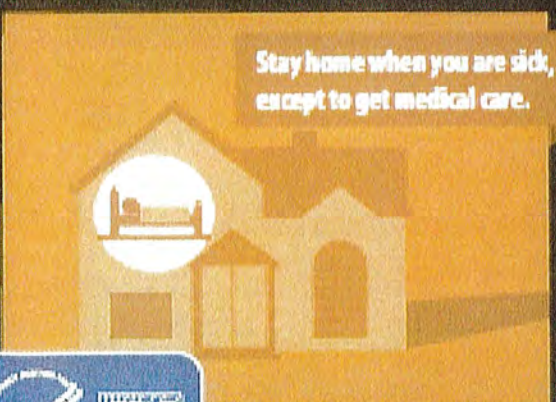



11MAY 2020


For more information: www.cdc.gov/COVID19

COVID-19 CORONAVIRUS DISEASE STOP THE SPREAD OF GERMS

Help prevent the spread of respiratory diseases like COVID-19.

- Avoid close contact with people who are sick.** 
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.** 
- Avoid touching your eyes, nose, and mouth.** 
- Clean and disinfect frequently touched objects and surfaces.** 
- Stay home when you are sick, except to get medical care.** 
- Wash your hands often with soap and water for at least 20 seconds.** 

For more information: www.cdc.gov/COVID19



CS21883-A

EMPLOYEE EAP HOTLINE

MVs **Employee Assistance Program** provider is aware of the coronavirus situation and is ready to field employee calls where needed. EAP posters will be posted in each of the facilities.



LifeWorks

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- Connects you to information, tips, and updates to support your well-being and success at work.
- Rewards you with a range of special offers and Perks, helping you save money on daily essentials and luxury brands.

Watch for your one-time sign-up instructions to create your personal account on the LifeWorks platform.

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For EAP services, we are here for you any time 24/7:

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APPENDIX A- CDC LITERATURE

CDC: COVID 19 (CORONAVIRUS)

Background

CDC is responding to an outbreak of respiratory disease caused by a novel (new) coronavirus that was first detected in China and which has now been detected in 60 locations internationally, including in the United States. The virus has been named "SARS-CoV-2" and the disease it causes has been named "coronavirus disease 2019" (abbreviated "COVID-19").

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak a "public health emergency of international concern" (PHEIC). On January 31, 2020, Health and Human Services Secretary Alex M. Azar II declared a public health emergency (PHE) for the United States to aid the nation's healthcare community in responding to COVID-19.

Source and Spread of the Virus

Coronaviruses are a large family of viruses that are common in people and many different species of animals, including camels, cattle, cats, and bats. Rarely, animal coronaviruses can infect people and then spread between people such as with MERS-CoV, SARS-CoV, and now with this new virus (named SARS-CoV-2).

The SARS-CoV-2 virus is a betacoronavirus, like MERS-CoV and SARS-CoV. All three of these viruses have their origins in bats. The sequences from U.S. patients are similar to the one that China initially posted, suggesting a likely single, recent emergence of this virus from an animal reservoir.

Early on, many of the patients at the epicenter of the outbreak in Wuhan, Hubei Province, China had some link to a large seafood and live animal market, suggesting animal-to-person spread. Later, a growing number of patients reportedly did not have exposure to animal markets, indicating person-to-person spread. Person-to-person spread was subsequently reported outside Hubei and in countries outside China, including in the United States. Some international destinations now have apparent community spread with the virus that causes COVID-19, meaning some people have been infected who are not sure how or where they became infected. Learn what is known about the spread of newly emerged coronaviruses.

COVID-19 cases in the U.S.

Situation in U.S.

Imported cases of COVID-19 in travelers have been detected in the U.S.

Person-to-person spread of COVID-19 was first reported among close contacts of returned travelers from Wuhan.

During the week of February 23, CDC reported community spread of the virus that causes COVID-19 in California (in two places), Oregon and Washington. Community spread in Washington resulted in the first death in the United States from COVID-19, as well as the first reported case of COVID-19 in a health care worker, and the first potential outbreak in a long-term care facility.

Illness Severity

Both MERS-CoV and SARS-CoV have been known to cause severe illness in people. The complete clinical picture with regard to COVID-19 is not fully understood. Reported illnesses have ranged from mild to severe, including illness resulting in death. Learn more about the symptoms associated with COVID-19.

There are ongoing investigations to learn more. This is a rapidly evolving situation and information will be updated as it becomes available.

Risk Assessment

Outbreaks of novel virus infections among people are always of public health concern. The risk from these outbreaks depends on characteristics of the virus, including how well it spreads between people, the severity of resulting illness, and the medical or other measures available to control the impact of the virus (for example, vaccine or treatment medications). The fact that this disease has caused illness, including illness resulting in death, and sustained person-to-person spread is concerning. These factors meet two of the criteria of a pandemic. As community spread is detected in more and more countries, the world moves closer toward meeting the third criteria, worldwide spread of the new virus.

While there is still much to learn about the unfolding situations in California, Oregon and Washington, preliminary information raises the level of concern about the immediate threat for COVID-19 for certain communities in the United States. The potential public health threat posed by COVID-19 is very high, to the United States and globally.

At this time, however, most people in the United States will have little immediate risk of exposure to this virus. This virus is NOT currently spreading widely in the United States. However, it is important to note that current global circumstances suggest it is likely that this virus will cause a pandemic. This is a rapidly evolving situation and the risk assessment will be updated as needed.

Current risk assessment:

For the general American public, who are unlikely to be exposed to this virus at this time, the immediate health risk from COVID-19 is considered low.

People in communities where ongoing community spread with the virus that causes COVID-19 has been reported are at elevated though still relatively low risk of exposure.

Healthcare workers caring for patients with COVID-19 are at elevated risk of exposure.

Close contacts of persons with COVID-19 also are at elevated risk of exposure.

Travelers returning from affected international locations where community spread is occurring also are at elevated risk of exposure.

CDC has developed guidance to help in the risk assessment and management of people with potential exposures to COVID-19.

What May Happen

More cases of COVID-19 are likely to be identified in the coming days, including more cases in the United States. It's also likely that person-to-person spread will continue to occur, including in communities in the United States. It's likely that at some point, widespread transmission of COVID-19 in the United States will occur.

Widespread transmission of COVID-19 would translate into large numbers of people needing medical care at the same time. Schools, childcare centers, workplaces, and other places for mass gatherings may experience more absenteeism. Public health and healthcare systems may become overloaded, with elevated rates of hospitalizations and deaths. Other critical infrastructure, such as law enforcement, emergency medical services, and transportation industry may also be affected. Health care providers and hospitals may be overwhelmed. At this time, there is no vaccine to protect against COVID-19 and no medications approved to treat it. Nonpharmaceutical interventions would be the most important response strategy.

CDC Response

Global efforts at this time are focused concurrently on containing the spread and mitigating the impact of this virus. The federal government is working closely with state, local, tribal, and territorial partners, as well as public health partners, to respond to this public health threat. The public health response is multi-layered, with the goal of detecting and minimizing introductions of this virus in the United States. CDC is operationalizing all of its pandemic preparedness and response plans, working on multiple fronts to meet these goals, including specific measures to prepare communities to respond to local transmission of the virus that causes COVID-19. There is an abundance of pandemic guidance developed in anticipation of an influenza pandemic that is being repurposed and adapted for a COVID-19 pandemic.

Highlights of CDC's Response

CDC established a COVID-19 Incident Management System on January 7, 2020. On January 21, CDC activated its Emergency Operations Center to better provide ongoing support to the COVID-19 response.

The U.S. government has taken unprecedented steps with respect to travel in response to the growing public health threat posed by this new coronavirus:

Effective February 2, at 5pm, the U.S. government suspended entry of foreign nationals who have been in China within the past 14 days.

U.S. citizens, residents, and their immediate family members who have been in Hubei province and other parts of mainland China are allowed to enter the United States, but they are subject to health monitoring and possible quarantine for up to 14 days.

On February 29, the U.S. government announced it was suspending entry of foreign nationals who have been in Iran within the past 14 days.

CDC has issued the following travel guidance related to COVID-19:

- China — Level 3, Avoid Nonessential Travel — updated February 22;
- Hong Kong — Level 1, Practice Usual Precautions — issued February 19;
- Iran — Level 3, Avoid Nonessential Travel — updated February 28;
- Italy — Level 3, Avoid Nonessential Travel — updated February 28;
- Japan — Level 2, Practice Enhanced Precautions — updated February 22;
- South Korea — Level 3, Avoid Nonessential Travel — updated February 24.

CDC also recommends that all travelers reconsider cruise ship voyages into or within Asia at this time.

CDC is issuing clinical guidance, including:

On January 30, CDC published guidance for healthcare professionals on the clinical care of COVID-19 patients.

On February 3, CDC posted guidance for assessing the potential risk for various exposures to COVID-19 and managing those people appropriately.

On February 27, CDC updated its criteria to guide evaluation of persons under investigation for COVID-19.

On February 28, CDC issued a Health Alert Network (HAN): Update and Interim Guidance on Outbreak of COVID-19.

CDC has deployed multidisciplinary teams to support state health departments case identification, contact tracing, clinical management, and communications.

CDC has worked with the Department of State, supporting the safe return of Americans who have been stranded as a result of the ongoing outbreaks of COVID-19 and related travel restrictions. CDC has worked to assess the health of passengers as they return to the United States and provided continued daily monitoring of people who are quarantined.

This is a picture of CDC's laboratory test kit for the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). CDC is shipping the test kits to laboratories CDC has designated as qualified, including U.S. state and local public health laboratories, Department of Defense (DOD) laboratories and select international laboratories. The test kits are bolstering global laboratory capacity for detecting SARS-CoV-2.

An important part of CDC's role during a public health emergency is to develop a test for the pathogen and equip state and local public health labs with testing capacity.

After distribution of a CDC rRT-PCR test to diagnose COVID-19 to state and local public health labs started, performance issues were identified related to a problem in the manufacturing of one of the reagents. Laboratories were not able to verify the test performance.

CDC worked on two potential resolutions to this problem.

CDC developed a new protocol that uses two of the three components of the original CDC test kit to detect the virus that causes COVID-19 after establishing that the third component, which was the problem with the original test, can be excluded from testing without affecting accuracy. CDC is working with FDA to amend the existing Emergency Use Authorization (EUA) for the test, but in the meantime, FDA granted discretionary authority for the use of the original test kits.

Public health laboratories can use the original CDC test kit to test for the virus that causes COVID-19 using the new protocol.

Further, newly manufactured kits have been provided to the International Reagent Resource for distribution.

Combined with other reagents that CDC has procured, there are enough testing kits to test more than 75,000 people.

In addition, CDC has two laboratories conducting testing for the virus that causes COVID-19. CDC can test approximately 350 specimens per day.

Commercial labs are working to develop their own tests that hopefully will be available soon. This will allow a greater number of tests to happen close to where potential cases are.

CDC has grown the COVID-19 virus in cell culture, which is necessary for further studies, including for additional genetic characterization. The cell-grown virus was sent to NIH's BEI Resources Repository for use by the broad scientific community.

CDC Recommends

Everyone can do their part to help us respond to this emerging public health threat:

It's currently flu and respiratory disease season and CDC recommends getting a flu vaccine, taking everyday preventive actions to help stop the spread of germs, and taking flu antivirals if prescribed.

If you are a healthcare provider, be on the look-out for:

People who recently traveled from China or another affected area and who have symptoms associated with COVID-19, and people who have been in close contact with someone with COVID-19 or pneumonia of unknown cause. (Consult the most recent definition for patients under investigation [PUIs].)

If you are a healthcare provider or a public health responder caring for a COVID-19 patient, please take care of yourself and follow recommended infection control procedures.

If you are a close contact of someone with COVID-19 and develop symptoms of COVID-19, call your healthcare provider and tell them about your symptoms and your exposure.

If you are a resident in a community where person-to-person spread of COVID-19 has been detected and you develop COVID-19 symptoms, call your healthcare provider and tell them about your symptoms.

For people who are ill with COVID-19, but are not sick enough to be hospitalized, please follow CDC guidance on how to reduce the risk of spreading your illness to others. People who are mildly ill with COVID-19 are able to isolate at home during their illness.

If you have been in China or another affected area or have been exposed to someone sick with COVID-19 in the last 14 days, you will face some limitations on your movement and activity for up to 14 days. Please follow instructions during this time. Your cooperation is integral to the ongoing public health response to try to slow spread of this virus.

MV Coronavirus Information Repository

The following internal MV repository has been created to maintain all communications and awareness material, announcements and key contacts in support of the company's various coronavirus response activities.

https://mvtransit.sharepoint.com/sites/Coronavirus_Response.

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

This AGREEMENT, made and entered into this ____ day of _____, 2020 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, 2035 Tulare St., Suite 201, Fresno, California 93721, a joint powers Public Agency (hereafter referred to as "FCRTA"), and AECOM Technical Services Inc., a California corporation (hereafter referred to as "CONTRACTOR"). FCRTA and CONTRACTOR are each a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, it is necessary and desirable that FCRTA retain a firm to perform a study on the electrical grid system in rural Fresno County (hereafter referred to as "PROJECT"); and

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

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

I. CONTRACTOR'S OBLIGATIONS

A. The CONTRACTOR shall perform all work necessary to complete the PROJECT. CONTRACTOR shall perform those services as described in: FCRTA's Request for Proposals, dated January 22, 2020 (Exhibit A) attached hereto and incorporated herein by this reference as though set forth in full, and CONTRACTOR's Proposal dated March 4, 2020 titled the Electrical Grid Analysis Study, attached hereto as (Exhibit B), and incorporated herein by this reference as if set out in full. CONTRACTOR shall perform those tasks and services in accordance with the instructions set forth in Exhibit A. In the event of any inconsistency between this Agreement the FCRTA's RFP and the CONTRACTOR's Proposal, such inconsistency shall be resolved by giving precedence in the following order of priority: (1) to the text of this Agreement; (2) to the FCRTA's RFP; (3) the CONTRACTOR's Proposal.

B. CONTRACTOR shall perform the tasks and services contemplated by this Agreement according to the proposed work schedule as set forth in Exhibit B (CONTRACTOR's Proposal), and according to the requirements of this Agreement.

C. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices his profession. All products of whatsoever nature which

D. CONTRACTOR delivers to FCRTA pursuant to this Agreement shall be prepared in a substantial, first class manner and conform to the standards of CONTRACTOR's profession.

II. FCRTA's OBLIGATIONS

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

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

III. COMPENSATION

A. Total Compensation.

Notwithstanding any other provision in this Agreement, the basic fee for the services rendered shall be computed at the hourly and cost rates as set forth in Exhibit B (CONTRACTOR's Proposal), and shall be limited by an amount not to exceed the sum of \$515,750.

B. Progress Payments.

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

Ten percent (10%) of each progress payment shall be retained by FCRTA as performance retention. Upon CONTRACTOR's full performance of its obligations under this agreement, including, without limitation, submission of its Final Report, and FCRTA's approval of CONTRACTOR's performance hereunder, the accrued performance retention shall be paid to CONTRACTOR by FCRTA. The CONTRACTOR may request FCRTA to make payment of retention funds withheld from progress payments as provided under Section 10263 of the California Public Contracts Code.

C. Invoices.

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

D. Payment.

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

E. Disputes.

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

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

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

IV. TERMINATION

A. Termination Without Cause.

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

B. Breach of Contract.

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

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

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

C. Non-Allocation of Funds.

The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. CONTRACTOR services and reimbursements beyond June 30, 2022, are subject to the inclusion of this project in the FCRTA FY22-23 Budget. Should sufficient funds not be allocated, the services to be provided hereunder may be modified, or this Agreement terminated at any time by FCRTA's giving the CONTRACTOR thirty (30) days advance written notice.

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

V. RIGHT TO PUBLISH/OWNERSHIP OF MATERIALS

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

VI. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR to be provided under this Agreement, it is mutually expressly understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to FCRTA employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save FCRTA harmless from all matters relating to payment of

CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to FCRTA or to this Agreement.

VII. ASSIGNMENT

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

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

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

VIII. BINDING NATURE OF AGREEMENT; MODIFICATION

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

IX. INDEMNITY

CONTRACTOR agrees to indemnify, save, hold harmless, and at FCRTA's request, defend the FCRTA, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to FCRTA to the extent they are caused from any negligent, recklessness or willful misconduct of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement, and from any

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

X. NON DISCRIMINATION AND DBE

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

XI. INSURANCE

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

A. Comprehensive general liability insurance with coverage of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

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

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

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

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

D. Workers compensation insurance as required by law.

No insurance policy required by this Section XI insurance may be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCRTA.

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

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

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

XII. CONFLICT OF INTEREST

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

XIII. EFFECTIVE DATE, TERM

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

XIV. NOTICES

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

FCRTA

Fresno County Rural Transit Agency

2035 Tulare St., Suite 201

Fresno, CA 93721

CONTRACTOR

AECOM

303 East Wacker Drive, Suite 1400

Chicago, Illinois 60601

XV. PROJECT MANAGER

The CONTRACTOR's project manager shall be Paige Humecki. CONTRACTOR may not change its project manager without obtaining prior express written approval by FCRTA. It is understood by the parties hereto that in entering into an agreement of this type with CONTRACTOR, FCRTA has evaluated CONTRACTOR's Proposal (Exhibit B) and taken into consideration the project team designated therein for this PROJECT, including but not limited to CONTRACTOR's designation of Paige Humecki as the project manager for said PROJECT.

XVI. VENUE; GOVERNING LAW

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

XVII. COMPLIANCE WITH LAWS

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

CONTRACTOR agrees that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. seq., shall be used to determine the eligibility of individual items of cost.

CONTRACTOR also agrees to comply with applicable federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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

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

XVIII. CONTRACTOR'S LEGAL AUTHORITY

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

XIX. NO THIRD PARTY BENEFICIARIES

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

XX. SEVERABILITY

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

XXI. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES

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

XXII. DRUG FREE WORK PLACE

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

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XXIV. INTEGRATED AGREEMENT

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

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

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____

MOSES STITES, General Manager

CONTRACTOR,

By _____

WILLIAM ABOLT, Vice President

APPROVED AS TO LEGAL FORM ON BEHALF OF THE FCRTA:

DANIEL C. CEDERBORG, County Counsel

By *Bryan D. Rome* E-Signed on
April 15, 2020

BRYAN ROME, Deputy County Counsel



CARLSBAD
 FRESNO
 IRVINE
 LOS ANGELES
 PALM SPRINGS
 POINT RICHMOND
 RIVERSIDE
 ROSEVILLE
 SAN LUIS OBISPO

March 12, 2020

Janelle Del Campo
 Operations Manager
 Fresno County Rural Transit Agency
 2035 Tulare Street, Suite 201
 Fresno, California 93721

Subject: Proposal to Prepare NEPA Documentation for the Fresno County Rural Transit Agency Maintenance and Operations Facility Project

Dear Ms. Del Campo:

LSA is pleased to submit this proposal to prepare the environmental review documentation for the proposed the Fresno County Rural Transit Agency Maintenance and Operations Facility Project (project) pursuant to the National Environmental Policy Act (NEPA). Based on our review of the project description and site location, LSA believes that a Categorical Exclusion (CE) for NEPA clearance will likely be the appropriate level of environmental review for the proposed project. LSA understands that the project will be utilizing Federal Transit Administration (FTA) funding for a portion of this project; therefore, LSA will prepare the CE based on the Guidance for Implementation of the FTA's Categorical Exclusions. This scope of services and cost estimate reflects this level of effort.

Preparation of the CE will be staffed by **Amy Fischer, Principal**, who will oversee the project and provide quality assurance for all work products and **Cara Carlucci, Project Manager**, who will manage the project and prepare the technical and non-technical inputs and analysis. LSA's in-house technical specialists will prepare the inputs related to air quality, biological resources, cultural resources, and noise.

PROJECT UNDERSTANDING AND APPROACH

The proposed project would construct a new maintenance and operations facility for the Fresno County Rural Transit Agency (FCRTA) on 7.5 acres of vacant land currently owned by the FCRTA located at 1821 Pacific Avenue in the City of Selma (City). The facility would include a 4,900-square-foot maintenance shop equipped to service both natural gas and electric transit buses, a 4,900-square-foot maintenance shop devoted to light duty vehicles and vans, and a 4,900-square-foot office and training facility for technician training in advanced transit vehicle technology. The project would be equipped with 10 Level 3 electric vehicle (EV) chargers to serve electric transit buses, 10 Level 2 EV chargers to serve electric transit vans, and a public access compressed natural gas (CNG) station capable of serving both transit buses and over-the-road Class 8 trucks. The project would also include approximately 1.3 megawatts (MW) of on-site solar power and 500 kilowatt-hour (kWh) of battery storage to support the electric vehicle charging.

SCOPE OF WORK

The following tasks will be undertaken as part of this scope of services.

Task A. Project Initiation

Project initiation will include several tasks, including a preliminary meeting and site visit, preparation of a base map, review of relevant documents, data gathering, and contacting FCRTA and responsible agencies as necessary. The project description for the environmental document will also be prepared as part of project initiation.

Task B. Prepare NEPA Categorical Exclusion Checklist

LSA will prepare the CE pursuant to 23 Code of Federal Regulations (CFR) Part 771.118 and in accordance with the FTA Region 9 checklist titled "Supporting Information Required for Probable Categorical Exclusion". LSA will address all pertinent CE topics and will include a qualitative discussion on potential effects related to land use and zoning, prime and unique farmlands, traffic and parking impacts, aesthetics and visual quality, acquisitions and relocations required, hazardous materials, community disruption and environmental justice, Section 4(f), Section 6(f), seismic and soils, floodplains, water quality, navigable waterways, and coastal zones, safety and security, and construction. Additionally, LSA will prepare the following technical analyses, which will be incorporated into the CE.

Air Quality

LSA will prepare the air quality analysis in response to the CE checklist to address construction and operational emissions air pollutants pursuant to NEPA requirements. The air quality analysis will include a general air quality conformity determination per the Clean Air Act Amendments (CAAA) regulations/guidance. LSA will prepare the air quality impacts analysis for the proposed project based on the latest version of the San Joaquin Valley Air Pollution Control District's (SJVAPCD) *Guide For Assessing and Mitigating Air Quality Impacts* and will include a quantitative assessment of project construction and operational impacts using the California Emissions Estimator Model version 2016.3.2 (CalEEMod) to determine whether the project would exacerbate conditions of an existing hotspot or non-attainment area. The CalEEMod output will be included as a technical appendix.

Biological Resources

LSA proposes to conduct a biological resources assessment required for project review pursuant to FTA NEPA guidelines and applicable federal regulations (e.g., the Federal Endangered Species Act). LSA will prepare the assessment by completing the following subtasks.

Literature Review and Records Search. A qualified LSA biologist will execute and evaluate a biological resources records search of the most current versions of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California, and the United States Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (iPaC) database. The biologist will review the databases for known occurrences of special-status biological resources and mapped jurisdictional aquatic resources. LSA will also review our previous project

work in the area for applicable biological resources information. Although LSA is familiar with the biological resources occurring in the vicinity of the subject property, conducting a current records search is a requisite industry-standard procedure. Given the disturbed and maintained nature of the subject property and lack of proximity to any native habitats or drainage courses, LSA does not anticipate the need to conduct field surveys. A review of the aforementioned databases, existing environmental documents, and available aerial and other imagery is proposed to gather relevant information pertaining to special-status plant and animal species and potentially jurisdictional aquatic resources (e.g., wetlands).

Biological Resources Technical Memorandum. Following completion of the literature review and records search, LSA will incorporate findings into a concise biological resources technical memorandum covering the applicable CE checklist items. The memorandum will include a description of the methodology and impact findings with regard to environmentally sensitive areas and habitats, threatened and endangered species, and jurisdictional wetlands and drainages. As applicable, measures will be identified for avoidance, minimization, and/or mitigation of project impacts. LSA assumes no more than one round of document review. Upon receipt of all comments, if any, LSA will finalize and submit the memorandum to the FCRTA. The results of the biological resources technical memorandum will be summarized in the CE checklist.

If any additional biological resources tasks (e.g., field surveys, permitting or coordination with resource agencies) are warranted and requested, LSA will submit a separate proposal for such work.

Cultural Resources

Background Research. LSA will request an archaeological and historical records review and literature search at the Southern San Joaquin Valley Information Center (SSJVIC) of the California Historical Resources Information System (CHRIS), located at California State University, Bakersfield. The record search includes a 0.5-mile (mi) radius search area around the project area. The objectives of this archival research will be to (1) establish the status and extent of previously recorded sites, surveys, and excavations in and adjacent to the project area; and (2) note what site types might be expected to occur within the proposed project area based on the existing data from archaeological sites located within 0.5 mi of the project area. All pertinent references will be reviewed, and all information will be summarized in the record search results memorandum.

Additionally, the Native American Heritage Commission (NAHC) will be contacted to request a search of the Sacred Lands File for any information about cultural resources of traditional or cultural value to tribal organizations, regardless of archaeological value, in or adjacent to the project area.

Field Survey. Following receipt of the record search results, an LSA archaeologist will conduct an archaeological pedestrian field survey of the approximately 7.5-acre project area. It is assumed that the pedestrian survey will not be delayed due to a lack of access to the property. This scope assumes that no cultural resources will be identified within the project area by either the record search or the field survey. If resources are identified, LSA will contact you immediately to develop a scope and budget for additional tasks. For example, cultural resources would be recorded on State of California Department of Parks and Recreation (DPR) Series 523 forms in accordance with the guidelines established by the California Office of Historic Preservation (OHP).

Technical Memorandum. After the archaeological pedestrian field survey is completed, LSA will prepare a technical memorandum to document the methods and summarize the results of the record search and field survey. The memorandum will be submitted to the SSJVIC in fulfillment of a requirement to access their archives. The results of the memorandum will be summarized in the CE checklist.

Section 106 Compliance Letter. LSA will prepare a Section 106 compliance letter on behalf of FCRTA for FCRTA to submit to OHP.

Section 106 Native American Consultation. In order for the proposed project to comply with federal requirements, LSA will assist FCRTA with Native American consultation per Section 106 of the National Historic Preservation Act. LSA will contact the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File for cultural resources and/or sacred sites recorded within and near the project area, as well as a list of Native American contacts that may have knowledge of cultural resources within the project area. LSA will then draft project notification letters to all Tribes listed by the NAHC. These drafts will be sent to FCRTA for FCRTA staff to place on FCRTA letterhead and send via Certified Mail. LSA will conduct up to two rounds of follow-up communication attempts via email or phone to ensure that each federally-recognized Tribe received the letter and had an opportunity to comment on the project. For the consultation record, LSA will require a scanned copy of each letter sent to a Tribe, as well as scanned version of Certified Mail sent receipts.

This scope does not include printings, postage, or time for LSA to send letters via Certified Mail. Time for meetings with tribal stakeholders is not included. The scope and budget includes up to 16 hours of Native American consultation assistance by an LSA tribal consultation specialist.

Noise

LSA will prepare the noise and vibration analysis in response to the CE checklist consistent with the FTA's *Transit Noise and Vibration Impact Assessment Manual* (2018). Based on a review of Table 4-7 Screening Distance for Noise Assessment from the *Transit Noise and Vibration Impact Assessment Manual*, the proposed project would not exceed the screening distance for an unobstructed storage and maintenance bus facility (the most applicable category to the proposed project). The screening distance for this category is 350 feet and the proposed project is approximately 900 feet from the nearest sensitive receptor. Furthermore, the proposed project would not involve new or relocated steel tracks and proposed project operations are not expected to generate substantial ground-borne noise and vibration. Therefore, LSA will qualitatively assess potential project-related construction and operational noise and vibration effects.

Task C. Project Management

Amy Fischer, Principal, will oversee the project and serve as the Principal-in-Charge. Cara Carlucci, Planner, will serve as the Project Manager. Amy will provide input on and monitor the scope, budget, and scheduling of the project. She will also ultimately be responsible for quality assurance for all work undertaken and will review all text, tables, and graphics before these materials are presented as administrative review documents. Amy and Cara will be available throughout the environmental documentation preparation period to meet with the FCRTA and other involved

agencies to gather information, review progress, review preliminary findings, and discuss comments and concerns about the project. Cara will be responsible for day-to-day project management and will serve as the main point of contact for the project, as well as oversee preparation of the CE.

It is anticipated that LSA will attend one site visit and project initiation meeting for the proposed project. However, it is anticipated that LSA staff would not be required to attend any additional team meetings and/or public hearings related to processing the proposed Project. The cost of attending such meetings is therefore, not included in this proposal. If requested, meeting attendance will be provided on a time-and-material basis.

EXPERIENCE AND STAFFING

LSA provides multi-disciplinary land use and environmental planning services. As planners and environmental analysts, we are active in all aspects of community development, land use planning, and public involvement, and are adept at helping clients navigate sometimes-complex environmental review processes. As technical specialists, we provide expertise in air quality, greenhouse gas emissions, noise, biological resources, water quality, cultural resources, and transportation and parking. Environmental analysis has been the cornerstone of LSA's professional practice since our founding in 1976 and continues as one of the firm's key practice areas. Our understanding of both development planning and the public interest results in realistic and fair recommendations. We offer efficient and responsive support to State, regional, and local government, private sector, and institutional clients.

LSA's in-house team consists of seasoned staff with substantial experience evaluating the environmental issues critical to each project. Our in-house technical expertise encompasses air quality, noise, greenhouse gas emissions, biological resources, cultural and historic resources, transportation. This project will be managed from LSA's Fresno office. Key LSA personnel that will manage and contribute to the CE are identified below.

Amy Fischer, Principal, has managed and participated in the environmental review and analyses for many diverse projects in California. With 20 years of experience, Amy Fischer serves as a Principal/Project Manager for CEQA/NEPA documents on a variety of development and infrastructure projects. She focuses on responsive project management, innovative problem-solving, and dedication to client needs. Amy has recently managed CEQA documents for the cities of Merced, Porterville, Clovis, and Fremont, the Madera Irrigation District. Amy is the Managing Principal of LSA's Fresno office, established in 2008.

Cara Carlucci, Senior Planner, prepares both technical and non-technical sections of the environmental analysis. Cara has a growing roster of experience, and provides project management and technical assistance on a variety of planning documents including residential and commercial development and road improvements. Cara has provided support for the preparation of several CEQA/NEPA analyses for projects including the River View Villas Project IS/MND and Summit Estates Two Subdivision Project IS/MND for the City of Porterville; Landfill Left Turn Lane IS/MND for the City of Clovis; and the Merced Mall Expansion Project IS/MND for the City of Merced. Cara has a strong foundation in land use planning and is well-versed in addressing impacts to population, employment, and housing.

Bo Gould, Senior Biologist, will prepare the Biological Resources Assessment. As a Senior Biologist with LSA, Bo has worked on diverse projects throughout California ranging in size from less than one acre to over 1,400 acres. Besides serving as a Biological Monitor for numerous construction and habitat restoration projects, Bo has successfully prepared regulatory compliance documentation and has assisted clients through complex environmental permitting processes. His broad experience in the fields of natural resource management includes the preparation of biological impact assessments for CEQA and NEPA compliance documents, habitat conservation plans, jurisdictional delineations, wildlife monitoring, and focused insect, bird, mammal, amphibian, and plant surveys. Bo has developed specific skills in habitat conservation planning, botanical surveys, construction monitoring, and environmental regulatory compliance.

Kerrie Collison, Senior Cultural Resources Manager, will prepare the Cultural Resources Assessment. Kerrie's primary duties include report and proposal preparation for CEQA- and NEPA-level documents, Native American consultation, directing and participating in surveys, and monitoring for cultural resources. She is skilled in lithic analysis and excels at identifying the various stages of production of stone tools. Her field experience includes work in the California Central Coast, Orange County, Riverside County, Ventura County, Mono County, the Tahoe region of the Sierra Nevada, and the Great Basin. Kerrie also has experience collaborating on eligibility reports for the National Register of Historic Places and contributing to Section 404 permit applications, and she is proficient in using GIS to collect data in the field and produce maps for spatial analyses and reports. In addition, Kerrie has performed archaeological reconnaissance surveys for environmental recovery projects following wildfire events.

SCHEDULE

Once authorized to proceed, LSA will work with FCRTA staff to compile a list of data requirements to prepare the analysis (e.g., construction plans, project drawings, maps). Draft documents could be completed within 6 weeks of authorization to proceed and receipt of all relevant project data.

BUDGET

LSA proposes to conduct the tasks described above on a time and materials basis in accordance with the attached Standard Contract Provisions and Billing Rates for a total budget of \$20,757.04. We anticipate that due to the federal funding of the project, that the use of FAR rates would be required. This budget assumes such rates and at the time of contract execution, LSA can provide the detailed budget table based consistent with FAR requirements.

A detailed breakdown of the budget is included in Table 1. We will not exceed this amount without your prior written authorization. This proposed scope of work and cost estimate is valid for 90 days.

LSA's Standard Contract Provisions and Billing Rates are attached to this proposal and incorporated by reference. If these terms are acceptable, you may authorize this work by returning a signed copy of this proposal to us, or by providing your own form of authorization. LSA can begin work on the project following receipt of this signed proposal with your authorization on the signature block below.

Table 1: Budget

Task	Cost
Task A: Project Initiation, Base Map Preparation, and Project Description	\$3,047.19
Task B: Prepare NEPA Categorical Exclusion Checklist	
Air Quality Analysis	\$1,123.97
Biological Resources Assessment	\$3,705.96
Cultural Resources Assessment	\$7,619.41
Noise and Vibration Analysis	\$1,123.97
Complete Categorical Exclusion Checklist	\$2,287.85
Task C: Project Management	\$1,073.70
Direct Costs	775.00
Total Budget	\$20,757.04

Note: Direct costs include cultural resources record search and mileage.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. As is always the case with our proposed scope, budget, and schedule, we are open to suggestions for refinement. Please contact me at (559) 490-1213 if you have any questions and/or require additional information.

Sincerely,

LSA Associates, Inc.



Amy Fischer
Principal

CONSULTANT:

LSA Associates, Inc.

CLIENT:

Fresno County Rural Transit Agency

Authorized Signature

Authorized Signature

Title

Title

Date

Date

Attachment: LSA's Schedule of Standard Contract Provisions and Billing Rates

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. Invoices will be generated on a monthly basis based on the percentage of work completed and/or an agreed-upon schedule of values. The fixed fee includes all labor and expenses required to complete the defined scope of work. Any changes in the scope of work, significant delays or additional tasks will be considered extra services. Extra services shall be provided on a time and expenses basis at the same rates specified for hourly contracts, unless other arrangements are made in advance.

Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided on a time and materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached, or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus 10 percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

EXTRA SERVICES

Services provided by LSA under this Agreement are defined in the Scope of Services Section of the attached proposal. The Scope of Services was created with the intent of executing the specific tasks and level of service requested by the client. Any additions, changes to the Scope or substantial delays to the schedule as defined in the Scope will be considered extra services. Extra services shall be provided on a time-and-expense basis at the hourly rates in effect when the extra service is provided, unless other arrangements are made in advance. Extra services will be communicated to and authorized by the client prior to commencing work. Should an alteration to the Scope include removing tasks or reducing the scope of the level of service, LSA shall invoice for the work performed prior to receiving written notice of the change.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. LSA will invoice the client using our standard invoicing format and will submit the invoice to the client via electronic mail. Clients requesting changes to LSA's standard invoice or process for submittal may be billed additional time to develop the invoice and monthly administration of the billing.

PAYMENT OF ACCOUNTS

Terms are net 30 days. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. LSA will endeavor to maintain consistent staff on the project; however, unforeseen issues outside of our control such as employee illness, relocation, injury or departure can occur. From time to time, unforeseen circumstances require us to replace project staff or project managers with other equally qualified staff in order to meet our commitments. The terms of this proposal are not contingent upon work being performed by named staff. LSA reserves the right to substitute equally qualified staff when necessary.

PROJECT DELAYS

The terms of this Proposal are based on the anticipated project schedule. In the event of unanticipated project delays, the scope of services may be subject to amendment, change, or substitution.

INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay in performance of its obligation results from any cause beyond its reasonable control and without its negligence.

LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing, and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 5 days after the date on which it was mailed.

TERMINATION OF CONTRACT

Client may terminate this agreement with 7 days prior notice to LSA for convenience or cause. Consultant may terminate this Agreement for convenience or cause with seven days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

HOURLY BILLING RATES EFFECTIVE JUNE 2019

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$175–390
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$125–245
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Senior GIS Specialist	\$115–220
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Climate Change Specialist	Cultural Resources Manager Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/ Arborist	GIS Specialist	\$85–150
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Cultural Resources Analyst	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Assistant GIS Specialist	\$85–100
Field Services							
Senior Field Crew/Field Crew							\$80–100
Office Services							
Graphics							\$115–150
Marketing							\$75–125
Office Assistant							\$65–115
Project Assistant							\$70–145
Research Assistant/Intern							\$50–80
Word Processing/Technical Editing							\$95–125

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2019¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	GPS Unit	\$75.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Laser Rangefinder	\$25.00 per day
CD Production	\$5.00 per CD	Sound Meter	\$75.00 per day
USB Flash Drive	\$5.00 per drive	Sound Meter with Velocity Transducer	\$85.00 per day
Plotting	\$3.75 per sq ft	Aerial Photo	Cost
Aerial Drone	\$200.00 per day	Boat Rental	\$125.00 per day
Mileage On-Road	Current federal rate	Water Quality Meter	\$25.00 per day
Mileage Off-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night

¹ Direct costs shall be reimbursed at cost plus 10 percent.

PROJECT BACKGROUND

Fresno County, one of the largest counties in the nation in terms of area, has a need for and education around zero emission vehicles as transportation options.¹ At 21.5 percent, the County's poverty rate is 1.5 times both the State of California and the national rate.² Also, the median household income in the County of approximately \$52,600, is well below the median income nationally.³ Fresno County is also one of the most polluted in the nation, with the worst air quality.⁴ The County has been identified as a Priority Population Investment for the California Air Resources Board as both a disadvantaged and low income community.

This means public transit, and specifically zero emissions vehicles (ZEVs), are a vital community resource to provide access to jobs, education, and health care as well as reduce vehicle emissions to improve air quality. As the agency providing public transit in the County, The Fresno County Rural Transit Agency (FCRTA), delivers both on-demand responsive intra-city service and fixed-route intercity service. In total, FCRTA must cover almost 6,000 square miles across the County, and due to operational expenses and coverage needs, there are gaps in service.

Social service organizations across Fresno County have expressed the need for transportation services for their residents/clients to travel to jobs, healthcare appointments, training, and to be able to access necessities and the means for a reasonable quality of life. Often residents who need these services have limited or no access to a vehicle. Most do not live within walkable distance of an existing transit route. These barriers faced by low-income residents of Fresno County can result in missed employment opportunities, appointments, or the inability to make trips to the grocery store or for medical needs for life-line services.

This, challenge, though daunting, has presented an opportunity for the Fresno County Rural Transit Agency (FCRTA) to provide a new transit service using an innovative approach that could be both cost-effective, fill service gaps, bring more riders to the system, and clean the air. FCRTA is working with Walker Consultants and Inspiration Transportation to create a plan that will implement a new network of non-traditional zero emissions vehicle ride sharing and car sharing services. A key component of this service is the use of ZEVs that will enable FCRTA to lead the region, State, and nation in clean energy transportation, lower operational cost, and expanded service. However, the usage of ZEVs requires thoughtful planning and education with regard to storage, charging, maintenance, and deployment of these vehicles.

¹ U.S. Census, County by State; and for Puerto Rico, 2010.

² U.S. Census American Community Survey, 2018.

³ Ibid.

⁴ American Lung Association, *State of the Air*, 2019.

As part of this effort, Walker has developed a detailed data driven approach to analysis and planning including an evaluation component to measure progress and make adjustments as necessary. We have also created an extensive community outreach strategy, visiting all corners of Fresno County to reach out to social service and health care organizations and community leaders (in English and Spanish) to educate about the existing transit service and the use of ZEVs for the new service, gain input, and find partners.

This innovative effort to provide transportation also requires training for operators, drivers, riders, affordable housing developers, and other social service organization on how to operate ZEVs, especially given the need to cover a wide area. This effort is also designed to improve awareness and education around the need to increase ZEV use in the County.

Walker also regularly designs parking garages with electric vehicle charging stations. Some examples include:

- A parking facility in Roseville, CA with 442 total stalls and 12 EV stalls
- A parking facility for a mixed-use development in Redwood City, CA and per City code, residential parking will be designed to accommodate 100% EV.
- A parking facility in Santa Rosa, CA with 604 total stalls and 49 day one and future EV stalls.
- A parking facility in Southern California with 2,200 total stalls and 129 charging and fast charging stations.

PROPOSED SCOPE OF SERVICES

As part of the Electrify America Education and Awareness project, FCRTA will engage Walker and Inspiration Transportation and will draw on our work planning and implementing zero emissions vehicle pilots in Fresno County to attract more stakeholders, increase consumer education and awareness by educating residents, and present a data driven approach to communicate the economic appeal of ZEVs to Fresno's rural disadvantaged communities. Specifically, Walker will provide the following scope of services:

Task 1: Research Deep Dive, Data Review, and Cost Benefit Analysis and Evaluation

Walker will draw on our expertise with data sets specific to Fresno County including U.S. Census data, existing and potential sites for ZEV charging stations, origin and destination data, FCRTA rider data, and other resources to develop analyses to target stakeholders and community members for education and awareness on how ZEVs can work in the County, demonstrate why residents would benefit, and the economic appeal of these vehicles. Walker will also use this data analysis to inform the ZEV outreach program.

Based on our current and previous work on the need and capability of ZEVs in Fresno County, Walker will provide the following research and analysis to be used in for educational efforts with stakeholders, government agencies, and the community:

- The existing state of ZEVs and ZEV infrastructure in the County
- The need for additional infrastructure investment and policy changes to facilitate the use of ZEVs
- Origin and destination analysis for major trips (current and potential future locations) and how and why ZEVs can be used to make trips
- How carsharing and ridesharing using ZEVs can facilitate and increase their use
- Programs and incentives for purchasing ZEVs
- How do parking policies incentivize ZEVs
- The impact of ZEVs on trips and the County overall including economic, environmental, and the cost/benefit of the investment and use by residents, transit, and other public and private entities

over the short and long-term.

- An evaluation of the economic and financial implications (direct and indirect benefits, costs, and challenges) associated with increasing ZEV use in Fresno County, especially in the rural areas of the County.

Based on current and previous work on the difference in life expectancy due to high levels of pollution (specifically pm2.5) Walker will engage Healthy Fresno Air in order to monitor and provide the following research and analysis to be used in for educational efforts with stakeholders, government agencies, and the community:

- Metrics on the health impacts based on specific geographic locations and populations in relation to fine particulate matter exposure.
- Real time and daily graphics that visualize pollutions in order to identify where peaks are occurring and how the number of EVs active in the area may counteract those numbers.

Deliverable: Walker will use this analysis and evaluation to create easy to understand infographics, tables, maps, charts and other collateral materials and reports to be used for facilitation of stakeholder and community engagement and education. This analysis will also be presented in a summary report.

Task 2: Community Outreach and Stakeholder Engagement

Building on our prior work and relationships and informed by data analysis we will create an integrated community engagement and public outreach program to community stakeholders and residents. This approach includes outreach to and with elected officials, community leaders, government agencies, and social service organization through a series of stakeholder meetings, workshops, and small group, activities to ensure the community is engaged and informed.

The outreach effort will provide concrete and useful community resources presented in English and Spanish delivered in culturally appropriate ways. To start, we propose to complete a set of materials to use for outreach activities, including:

- **Multi-Lingual Website**

We propose to build an engagement platform to further engage and educate the community. The website will have informational materials on the economic benefits of ZEVs and how to obtain assistance in purchasing a ZEV. This platform will also serve as the portal for meeting calendars, notes, digital mailers, and information on how to stay involved.

- **Multi-Lingual Informational Materials**

Walker will develop a suite of core informational materials about the project that will support all outreach efforts. These core pieces will be based on the research deep dive and evaluation and consist of graphic maps, infographics, charts, and other materials to facilitate education and engagement. All materials will be developed in English and Spanish.

- **Email Distribution**

We will work with key stakeholders and community leaders to assemble an email mailing list of interested parties. All meeting notifications will be publicized to this email list and on the website.

- **Multi-Lingual Online Survey Tool**

Through a focused online survey tool, we will both educate and articulate people's

impressions of electric vehicles and gain information on the challenges to broadening the use of ZEVs in the County.

- **Multi-Lingual Mobile Workshops and Stakeholder Educational Meetings**

We propose a mobile public and stakeholder education and outreach program. Walker will engage Inspiration Transportation as the local catalyst, and we envision working with at least four stakeholders on education and outreach engagements incorporating four mobile community workshops and three “ZEV block parties” (two of the workshop areas will be combined). The mobile workshops and ZEV block parties will be held in partnership with social serve organizations, community leaders, and potentially in tandem with other community events (such as a farmer’s market).

The outreach will be targeted to the rural areas of Fresno County. To reach as many people as possible we will partner with local social service organizations in the following manner:

- **Stakeholder Meetings**

A critical first step in the engagement and outreach is educating local stakeholders to forward the use of ZEVs in Fresno County. These stakeholders will help spread the message to their constituents on the economic and environmental benefits of ZEVs. Stakeholders will also be important to getting the word out to residents to ensure the success of the ZEV block parties. Stakeholders can also play a role in purchasing ZEVs for system wide use in public and private fleets as well as provide and manage the necessary infrastructure investment and permitting for charging stations.

We propose a robust round of stakeholder engagement educational and input meetings with at least 10 public and private entities who work in Fresno County’s low income and disadvantaged census tracts. The goals of these meetings include:

- Educate stakeholders on the economic benefits of ZEVs for their constituents, the community, and public and private vehicle fleets.
- Gain input on any regulatory barriers to purchase ZEVs for organizations and public agencies fleet services and discuss how to overcome those barriers.
- Provide hands on training on the purchasing process for ZEVs, incentive programs tailored to each stakeholder and an evaluation of the long-term economic benefit.
- Discuss opportunities for increased infrastructure investment in charging stations and identify the need and locations for additional charging stations.
- Obtain stakeholder email distribution lists and pass out postcard flyers about the ZEV block parties for stakeholders to distribute to their communities.
- Build excitement for the ZEV block parties.

- **Mobile Workshops and ZEV Block Parties:**

We propose to hold four mobile educational workshops followed up with three ZEV block parties in census tracts that are disadvantaged and low income areas of Fresno County to reach out to the community on the benefits of ZEVs. This doubles our opportunity to engage and educate the community.

The goals of the mobile workshops and ZEV bock parties are the following:

- Educate residents on the economic benefits of ZEVs using creative info graphics and other materials as well as fun block parties.
- Gain input on any barriers to accessing/purchasing ZEVs and discuss how to overcome those barriers.
- Provide hands-on education on the application process of California and other ZEV incentives programs available to lower the cost of purchasing a ZEV.
- Create an opportunity for residents to ride or drive a ZEV so they can gain more comfort that this is an option for their household.

- **Mobile ZEV Workshops**

Many local social service organizations in rural Fresno County hold regular community events. These existing events are an opportunity to meet people where they and educate them on the benefits of ZEVs. These workshops are also a way to meet the community as a lead up to build excitement for the ZEV block parties.

We will partner with four local community based organizations and provide mini grants (of up to \$5,000 each) to hold four mobile ZEV educational workshops and three follow up ZEV block parties. All events will be tailored to their constituents, who are low-income residents of Fresno County.

We propose to first hold mobile community ZEV workshops at existing community events, which may include farmer's markets, school and university related events, health fairs, community festivals and fairs, and other regular community meetings. The purpose of the mobile workshop is to present ZEVs to the community, educate residents on the benefits of ZEVs, and build excitement for the ZEV block parties.

All events will be publicized through existing email communication and on the project website, as well as Inspiration Transportation, FCRTA, and the partner community based organizations' websites. All events will be conducted in English and Spanish. We will draw on existing relationships of FCRTA, Walker, and Inspiration Transportation to engage partner community based organizations, which could potentially include:

- Community based organizations
 - Leadership Counsel, California Rural Legal Assistance, Inc., Central California Legal Services, Building Healthy Communities
- Educational institutions:
 - West Hills College, Fresno County Superintendent of Schools, Golden Plains Unified School District, Firebaugh Unified School District, Mendota Unified School District
- Local leaders:
 - Mayor Rey Leon (Huron), Mayor Michelle Roman (Kingsburg), Nicole Zieba (Reedley City Manager), Victor Martinez (Mendota City Council)

- **ZEV Block Parties**

After building excitement around ZEVs at the mobile workshops, we will hold three ZEV block parties in low-income and disadvantaged census tracts in Fresno County to supercharge excitement around the benefits of ownership. Working with four community based organization, the block parties will be an educational festival that will draw the community. The block parties will include creative methods to get people comfortable with ZEVs and educate them on the economic benefits of ownership. This includes the following activities:

-
- Electric vehicles with the opportunity for residents to ride and drive.
 - Participation of local ZEV sales outlets
 - SmartFlower EV chargers
 - Educational games and other activities for kids (focused on energy and the environment)
 - Informational booths to educate the community on the economic benefits of ZEVs and provide a hands on experience on the application process of California ZEV incentive programs.
 - People must visit the informational booths to get a “food and beverage ticket”
 - Food from local restaurants and non-alcoholic beverages (ticket required, obtained after visiting the informational booth)
 - Live band and/or DJ and other performances
 - Dancing and other fun activities
 - Party swag related to ZEVs

Inspiration Transportation will be engaged as the local CBO to organize these workshops and block parties including:

- Logistics
- Production
- Compiling attendee information
- Coordinating volunteer crews
- Expense reporting
- Produce a block party atmosphere; book talent, food, games, etc.

Task 3: Project Management and Evaluation

Project Management: The project team will participate in all required meetings and activities.

Evaluation: All digital and in person outreach efforts will including tracking data to evaluate the outreach program. This includes event and stakeholder meeting locations at the census tract level, number of people reached, activities held, community input, vehicles purchased as a result of outreach, and financial management evaluation. This also includes tracking of website traffic.

Deliverable: Walker will prepare a summary report that outlines all outreach activities performed. A summary of key findings and trends will be presented.

INSPIRATION TRANSPORTATION



The vision of Inspiration Transportation is to utilize sustainable transportation technologies to meet the needs of under-served and underprivileged communities throughout the San Joaquin Valley - providing necessary transportation services to individuals and families. Our goal is to aid in diminishing the barriers towards self-sufficiency and upward mobility by providing access to transportations services for employment, education, healthcare, and personal services. Stretching beyond transportation, our vision sees the education and empowerment of these communities with the prospect of positive change.

FRESNO COUNTY RURAL TRANSIT AGENCY



The Fresno County Rural Transit Agency (FCRTA) is the primary provider of fixed route public transit services in the rural areas of Fresno County. In FY 2018-2019, FCRTA consisted of over 20 transit Subsystems available to those within the Fresno County cities of

Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma and the City of Dinuba in Tulare County. Many unincorporated rural communities are also served, including: Alder Springs, Auberry, Burrough Valley, Cantua Creek, Caruthers, Del Rey, Easton, El Porvenir, Five Points, Friant; Halfway, Jose Basin, Laton, Marshall Station, Meadow Lakes, Mile High, New Auberry, O'Neill's, Prather, Raisin City, Riverdale, Sycamore, Three Rocks, Tollhouse, Tranquility, and the Native American Indian Rancherias of Big Sandy, Cold Springs, and Table Mountain. Limited service is also available to the neighboring communities including Avenal, Grangeville, Hanford and Hardwick in neighboring Kings County.

OUTSTANDING CLAIMS, LITIGATIONS, OR SETTLEMENTS

None as of this date.

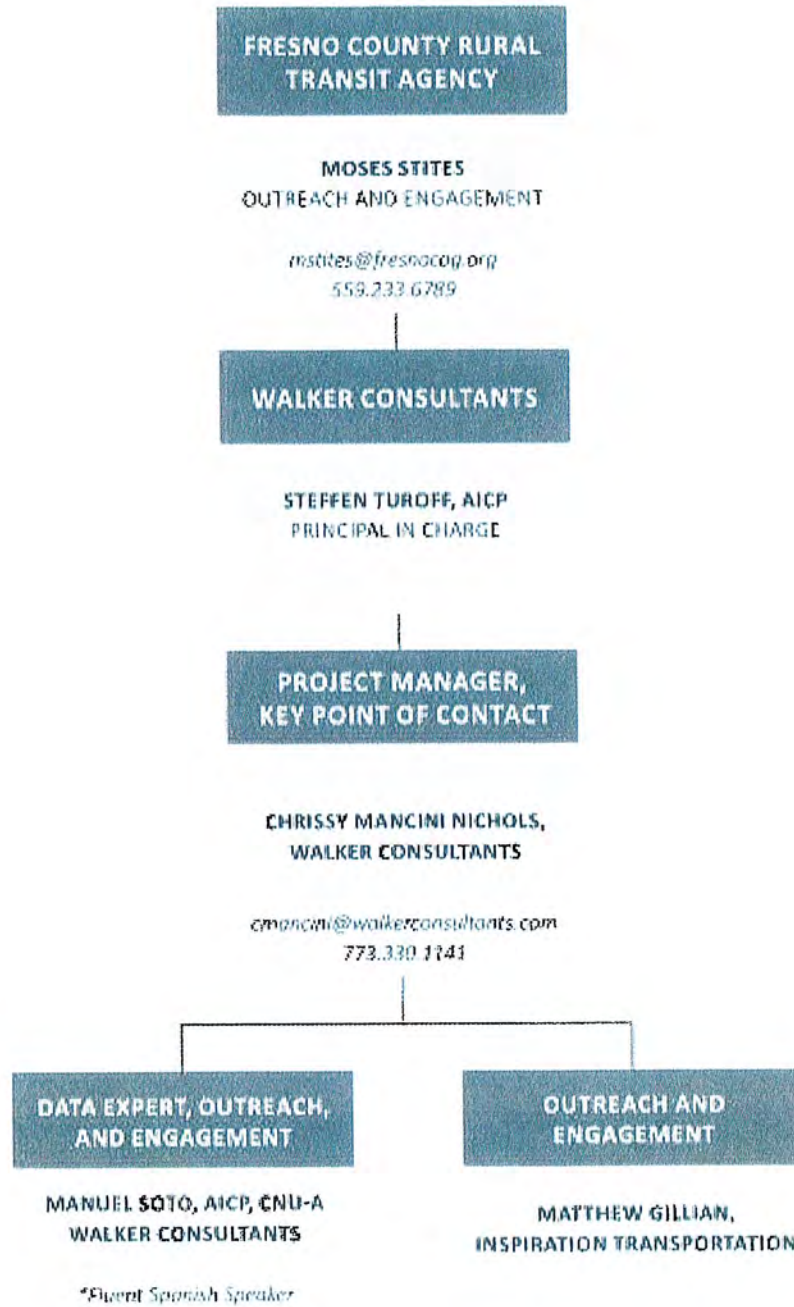
BOARD MEMBERS OF MINORITY STATUS

Fresno County Rural Transit Agency – 60%

Walker Consultants – 0%

Inspiration Transportation – 42%

TEAM ORGANIZATION



PROPOSED BUDGET

Organization Name:		FCRTA/Walker Consultants/Inspiration Transportation
	Description of Expense	Amount Requested
Expense 1	Research Deep Dive and Data Analysis	\$25,000
	- Engage Healthy Air Fresno for data/monitoring	\$5,000 (mini grant)
Expense 2	Website Creation and Upkeep (includes translation)	\$8,500
Expense 3	Informational Materials (flyers, pamphlets, fact sheet, etc. - includes translation, design, and printing)	\$10,500
Expense 4	Online Survey Tool (includes translation)	\$5,000
Expense 5	Inspiration Transportation [1 FTE, 1 PT]	\$60,000
	- Publicist (messaging, branding, media placement)	\$5,000
	- Marketing (PSA production, collateral, strategic digital/social media partner)	\$10,000
Expense 6	Stakeholder Meetings	\$40,000
	- Inspiration Transportation to reach out to strategic stakeholders already in conversations with	
Expense 7	Four Mobile Community Workshops	\$50,000 (\$20K to be given in mini grants)
	- Inspiration Transportation will handle coordination, production, expense reports	
	- Inspiration Transportation will produce culminating block parties: logistics, booking talent, food, etc.	
Expense 8	Six ZEV Block Parties including all related costs for food, ride and drive, entertainment, and swag	\$60,000
Expense 9	Project Management and Evaluation	\$5,000
Total		\$284,000

PROPOSED SCHEDULE

Task/Title	Electrify America ZEV Awareness and Education Program																	
	Month																Deliverable	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		17
Task 1: Research Deep Dive																		Summary report of analysis
Task 2: Stakeholder and Community Outreach and Education																		
Multi-Lingual Website																		Website goes live
Multi-Lingual Informational Materials																		Infographics, fact sheets, flyer, postcard
Multi-Lingual Online Survey																		Online survey is created
Stakeholder Meetings																		Summary of stakeholder engagement and input
Mobile community workshop #1																		
Mobile community workshop #2																		
Mobile community workshop #3																		
Mobile community workshop #4																		Memo on outcomes and evaluations of mobile community workshop
ZEV Block Party #1																		
ZEV Block Party #2																		
ZEV Block Party #3																		
ZEV Block Party #4																		
ZEV Block Party #5																		
ZEV Block Party #6																		Memo on outcomes and evaluation of ZEV Block Parties
Task 3: Project Evaluation																		Report on program and project outcomes and evaluation

COVID-19 and Our Project Workplan

The COVID-19 pandemic has had a significant impact on the work and personal life of every Californian. In developing this response, we have anticipated specific potential impacts this pandemic may have on this work, and ways in which the Walker team is particularly equipped to achieve a successful workplan that produces the results originally intended for this important project.

Remote Work and Collaboration

As many Walker staff already work remotely between 20% and 100% of the time (including all staff assigned to this project), Walker is well-versed in remote business continuity, productivity, and collaboration. In addition to company-wide remote work plans and practices, we are equipped with video conferencing and chatting software (Microsoft Teams, GoToMeeting, and others) and online project access, reference, and management tools to ensure our team and our clients get as much support and meaningful contact as they would in-person.

Flexibility and Client/Project Manager Relationship

Walker places great importance on the Project Development and Initiation phase of projects in any case, but in this situation it is even more critical. Walker recommends ramping up client/project manager contact in the first month of the project – allowing for daily contacts and adjustments, if necessary – to adjust the project workplan and schedule and develop relationships with key contacts and partners. This foundation will allow us to, together, create Plan A, Plan B, Plan C, and even Plan D for the project as the situation around COVID-19 changes, all within the originally-conceived schedule and budget.

Public and Stakeholder Engagement

Our online hub for the project will ensure a digital place for meaningful collaboration and input that can be clearly reflected in the final work product. Alongside our digital marketing expert and easily-editable website platform, we will work to expand and re-tool the hub as necessary as needs and requirements change.

RESOLUTION # 2020-02**AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)**

WHEREAS, the FCRTA is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the FCRTA wishes to delegate authorization to execute these documents and any amendments thereto to Moses Stites, General Manager.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the FCRTA that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that *Moses Stites, General Manager*, be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the (Agency) that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2019-20 LCTOP funds:

Project Name: Acquisition of One 30-FT BYD Electric BUS

Amount of LCTOP funds requested: \$449,443.00

Short description of project: Acquisition of One 30-FT BYD Electric BUS for operation in FCRTA service areas.

Benefit to a Priority Populations: New vehicle will improve transit service and air quality in all Disadvantaged Communities of Fresno County.

Contributing Sponsors (if applicable): None

AGENCY BOARD DESIGNEE: MOSES STITES, GENERAL MANAGER

BY: _____
David Cardenas, FCRTA Board Chair

Date: April 30, 2020

RESOLUTION # 2020-03

**AUTHORIZATION FOR THE EXECUTION OF THE
THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT:**

ACQUISITION OF ONE 30-FT BYD ELECTRIC BUS--\$449,443

WHEREAS, the FCRTA is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the FCRTA wishes to implement the LCTOP project(s) listed above,

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 applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the FCRTA that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2019-20 LCTOP funds:

Project Name; Acquisition of One 30-FT BYD Electric BUS

Amount of LCTOP funds requested: \$449,443.00

Short description of project: Acquisition of One 30-FT BYD Electric BUS for operation in FCRTA service areas.

Benefit to a Priority Populations: New vehicle will improve transit service and air quality in all Disadvantaged Communities of Fresno County.

Contributing Sponsors (if applicable): None

AGENCY BOARD DESIGNEE: MOSES STITES, GENERAL MANAGER

BY: _____
David Cardenas, FCRTA Board Chair

Date: April 30, 2020