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2 **City of Fresno & Fresno Unified School District**
3 **TRANSIT AGREEMENT**
4

5 This transit agreement is made and entered into this ____ day of _____,
6 2026, by and between Fresno Unified School District ("FUSD"), and City of Fresno, a California
7 municipal corporation, through its Fresno Area Express department ("FAX").

8 FUSD wants to provide transit services to its students, faculty, and staff to improve
9 access to campuses and mitigate parking shortages, traffic, and pollution.

10 FAX operates a transit bus service.

11 The parties are entering into this agreement for FUSD to purchase from FAX transit
12 services to provide to FUSD students, faculty, and staff.

13 The parties therefore agree as follows:

14 1. OBLIGATIONS OF FAX

15 A. FAX shall provide FUSD students, faculty, and staff unlimited free access
16 for each fixed-route transit trip on a FAX bus when the students, faculty, or staff present the
17 appropriate FUSD identification card or other identification system agreed to in writing by the
18 parties.

19 B. FAX will provide FUSD thirty days advance written notice of any cost
20 adjustments or fare increases.

21 C. FAX shall calculate the total number of fixed-route transit trips taken by
22 FUSD students, faculty and staff, and shall invoice FUSD on a monthly basis in accordance with
23 the number of trips provided.

24 D. FAX will assist FUSD in ensuring the compatibility of FUSD-issued
25 identification cards with its farebox system. In the event FUSD-issued identification cards cannot
26 be made compatible with the FAX farebox system, FAX will provide to FUSD at cost other
27 compatible identification media for each FUSD rider. FUSD agrees to pay the cost for compatible
28 identification cards, should they become necessary.

1 2. OBLIGATIONS OF FUSD

2 A. FUSD shall provide FAX with a current list of unacceptable identification
3 cards in Excel or CSV format ("Bad List"). The Bad List will be maintained by FUSD and can be
4 updated as needed, however such Bad List may not exceed 10,000 records of Bad List users.
5 Bad List may take up to seventy-two hours to become effective at the farebox.

6 B. FUSD shall pay invoices received from FAX within 45 days of receipt of
7 invoice by FUSD.

8 3. TERM

9 This agreement shall become effective on July 1, 2026 and will be effective
10 through June 30, 2029. Upon written consent of both parties, the agreement may be renewed for
11 two, one-year extensions.

12 4. TERMINATION

13 A. Non-Allocation of Funds - The terms of this agreement, and the services to
14 be provided hereunder, are contingent on the approval of funds by the appropriating government
15 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
16 agreement terminated, at any time by giving FAX thirty days advance written notice.

17 B. Breach of Contract - FUSD may immediately suspend or terminate this
18 agreement in whole or in part, where in the determination of FUSD there is:

- 19 1) An illegal or improper use of funds;
20 2) A failure to comply with any term of this agreement;
21 3) A substantially incorrect or incomplete report submitted to FUSD;
22 4) Improperly performed service.

23 In no event shall any payment by FUSD constitute a waiver by FUSD of any breach
24 of this agreement or any default which may then exist on the part of FAX. Neither shall such
25 payment impair or prejudice any remedy available to FUSD with respect to the breach or default.
26 FUSD shall have the right to demand of FAX the repayment to FUSD of any funds disbursed to
27 FAX under this agreement which were not expended in accordance with the terms of this
28 agreement. FAX shall promptly refund any such funds upon demand.

 C. Without Cause - This agreement may be terminated by either party for any
reason upon the giving of thirty days advance written notice of an intention to terminate.

1 5. COMPENSATION: FUSD agrees to pay FAX \$0.75 per ride, which includes
2 free transfers within 90-minutes of each paid ride, for students and FUSD employees, not to
3 exceed \$22 per month, per rider; FAX agrees to receive compensation for each transit trip
4 provided by FAX from FUSD for their designated students, faculty and staff. FAX shall submit
5 monthly invoices to FUSD. It is understood that all expenses incidental to FAX's performance of
6 services under this agreement shall be borne by FAX.

7 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and
8 obligations assumed by FAX under this agreement, it is mutually understood and agreed that
9 FAX, including any and all of the FAX's officers, agents, and employees will at all times be acting
10 and performing as an independent contractor, and shall act in an independent capacity and not as
11 an officer, agent, servant, employee, joint venturer, partner, or associate of FUSD. Furthermore,
12 FUSD shall have no right to control or supervise or direct the manner or method by which FAX
13 shall perform its work and function. However, FUSD shall retain the right to administer this
14 agreement so as to verify that FAX is performing its obligations in accordance with the terms and
15 conditions thereof.

16 FAX and FUSD shall comply with all applicable provisions of law and the rules
17 and regulations, if any, of governmental authorities having jurisdiction over matters the subject
18 thereof.

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

1 7. MUTUAL INDEMNIFICATION AND INSURANCE: FAX shall indemnify, hold
2 harmless and defend FUSD and each of its officers, officials, employees, agents and volunteers
3 from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract,
4 tort or strict liability, including but not limited to personal injury, death at any time and property
5 damage) incurred by FUSD, FAX or any other person, and from any and all claims, demands and
6 actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to
7 have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful
8 misconduct of FAX or any of its officers, officials, employees, agents or volunteers in the
9 performance of this agreement; provided nothing herein shall constitute a waiver by FAX of
10 governmental immunities including California Government Code section 810 et seq.

11 FUSD shall indemnify, hold harmless and defend FAX and each of its officers,
12 officials, employees, agents and volunteers from any and all loss, liability, fines, penalties,
13 forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited
14 to personal injury, death at any time and property damage) incurred by the FAX, FUSD or any
15 other person, and from any and all claims, demands and actions in law or equity (including
16 attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from
17 the negligent or intentional acts or omissions, or willful misconduct of FUSD or any of its officers,
18 officials, employees, agents or volunteers in the performance of this agreement; provided nothing
19 herein shall constitute a waiver by FUSD of governmental immunities including California
20 Government Code section 810 et seq.

21 In the event of concurrent negligence on the part of FAX or any of its officers,
22 officials, employees, agents or volunteers, and FUSD or any of its officers, officials, employees,
23 agents or volunteers, the liability for any and all such claims, demands and actions in law or equity
24 for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the
25 State of California's theory of comparative negligence as presently established or as may be
26 modified hereafter.

27 This section shall survive termination or expiration of this agreement.

28 8. MODIFICATION: Any matters of this agreement may be modified from time to
time by the written consent of all the parties without, in any way, affecting the remainder.

1 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
2 agreement nor their rights or duties under this agreement without the prior written consent of the
3 other party.

4 10. AUDITS AND INSPECTIONS: FAX shall at any time during business hours,
5 and as often as FUSD may deem necessary, make available to FUSD for examination all of its
6 records and data with respect to the matters covered by this agreement. FAX shall, upon request
7 by FUSD, permit FUSD to audit and inspect all of such records and data necessary to ensure
8 FAX'S compliance with the terms of this agreement.

9 11. NOTICES: The persons and their addresses having authority to give and
10 receive notices under this agreement include the following:

11 FUSD
12 Patrick Jensen
13 Chief Financial Officer
14 2309 Tulare Street
15 Fresno, CA 93721
16 559-457-3000

FAX
 Gregory A. Barfield, M.A.
 Director, City of Fresno
 Fresno Area Express (FAX)
 2223 G. Street
 Fresno, CA 93706
 (559) 621-7433

17 Any and all notices between FUSD and the FAX provided for or permitted
18 under this agreement or by law shall be in writing and shall be deemed duly served when
19 personally delivered to one of the parties, or in lieu of such personal services, when deposited in
20 the United States Mail, postage prepaid, addressed to such party.

21 12. VENUE AND GOVERNING LAW: Venue for any action arising out of or
22 related to this agreement shall only be in Fresno County, California.

23 The rights and obligations of the parties and all interpretation and performance
24 of this agreement shall be governed in all respects by the laws of the State of California.

25 13. ENTIRE AGREEMENT: This agreement constitutes the entire agreement
26 between FAX and FUSD with respect to the subject matter hereof and supersedes all previous
27 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
28 understanding of any nature whatsoever unless expressly included in this agreement.

[SIGNATURE PAGE FOLLOWS.]

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

3 CITY OF FRESNO,
4 A California municipal corporation

FRESNO UNIFIED SCHOOL DISTRICT

5 By: _____
6 Gregory Barfield
7 Director of Transportation

By: _____
Paul Rosencrans
Director of Transportation

8
9 APPROVED AS TO FORM:
10 Andrew Janz
11 City Attorney

12 By: _____
13 Daniel E. Casas Date
14 Senior Deputy City Attorney

15
16 ATTEST:
17 Amy K. Aller
Interim City Clerk

18 By: _____
19 Deputy Date