

1 **City of Fresno & State Center Community College District**

2 **TRANSIT AGREEMENT**

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4 This transit agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
5 2026, by and between State Center Community College District ("SCCCD"), and City of Fresno, a  
6 California municipal corporation, through its Fresno Area Express department ("FAX").

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

9 FAX operates a transit bus service.

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

12 The parties therefore agree as follows:

13 1. OBLIGATIONS OF FAX

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

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

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

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

1                   2.     OBLIGATIONS OF SCCCD

2                   A.   SCCCD 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 SCCCD 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.   SCCCD shall pay invoices received from FAX within 45 days of receipt of  
7 invoice by SCCCD.

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 - SCCCD may immediately suspend or terminate this  
18 agreement in whole or in part, where in the determination of SCCCD 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 SCCCD;
- 22                               4)   Improperly performed service.

23                   In no event shall any payment by SCCCD constitute a waiver by SCCCD of any  
24 breach of this agreement or any default which may then exist on the part of FAX. Neither shall  
25 such payment impair or prejudice any remedy available to SCCCD with respect to the breach or  
26 default. SCCCD shall have the right to demand of FAX the repayment to SCCCD of any funds  
27 disbursed to FAX under this agreement which were not expended in accordance with the terms of  
28 this 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: SCCCD agrees to pay FAX \$0.75 per ride, which  
2 includes free transfers within 90-minutes of each paid ride, for students and SCCCD  
3 employees, not to exceed \$22 per month, per rider; FAX agrees to receive compensation for  
4 each transit trip provided by FAX from SCCCD for their designated students, faculty and staff.  
5 FAX shall submit monthly invoices to SCCCD. It is understood that all expenses incidental to  
6 FAX's performance of 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 SCCCD. Furthermore,  
12 SCCCD 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, SCCCD 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 SCCCD shall comply with all applicable provisions of law and the  
17 rules and regulations, if any, of governmental authorities having jurisdiction over matters the  
18 subject thereof.

19                       Because of its status as an independent contractor, FAX shall have absolutely  
20 no right to employment rights and benefits available to SCCCD 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 SCCCD 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 SCCCD or to this agreement.

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1           7.     MUTUAL INDEMNIFICATION AND INSURANCE: FAX shall indemnify, hold  
2 harmless and defend SCCCD 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 SCCCD, FAX or any other person, and from any and all claims, demands  
6 and 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                     SCCCD shall indemnify, hold harmless and defend FAX and each of its  
12 officers, 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, SCCCD 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 SCCCD 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 SCCCD 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 SCCCD 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 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

STATE CENTER COMMUNITY  
COLLEGE DISTRICT

5 By: \_\_\_\_\_  
6 Gregory Barfield  
7 Director of Transportation

By:   
Christine Miktarian (May 8, 2026 07:31:21 PDT)  
Christine D. Miktarian  
Vice Chancellor, Operations

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

By:  5/12/2026  
250AD6D4466E467... \_\_\_\_\_ Date  
Jennifer M. Wharton  
Deputy City Attorney

12 ATTEST:  
13 Amy K. Aller  
14 Interim City Clerk

15 By: \_\_\_\_\_  
16 Deputy \_\_\_\_\_ Date