

FAX TRANSIT SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2026, by and between FRESNO PACIFIC UNIVERSITY, (FPU), and the City of Fresno, a California municipal corporation (CITY), through its Department of Transportation, Fresno Area Express (FAX).

WITNESSETH:

OBLIGATIONS OF THE CITY:

- A. CITY shall provide FPU students, faculty, and staff unlimited free access for each fixed-route transit trip on a FAX bus when the students, faculty, or staff present the appropriate FPU identification card.
- B. CITY will provide FPU thirty (30) day advance written notice of any cost adjustments or fare increases.
- C. CITY shall calculate the total number of fixed-route transit trips taken by FPU students, faculty, and staff, and shall invoice FPU on a monthly basis in accordance with the number of trips provided.

OBLIGATIONS OF FRESNO PACIFIC UNIVERSITY:

- A. FPU shall provide CITY with a current list of unacceptable identification cards in Excel or CSV format ("Bad List"). The Bad List will be maintained by FPU and can be updated as needed; however, such Bad List may not exceed three thousand (3,000) records of Bad List users. Bad List may take up to seventy-two (72) hours to become effective at the farebox.
- B. FPU shall pay invoices received from CITY within forty-five (45) days of receipt of the invoice by FRESNO PACIFIC UNIVERSITY.

TERM:

This Agreement shall become effective on the 1st day of January, 2026 and will be effective for one (1) year, and with mutual consent of both parties, can be renewed for up to two (2) additional one (1) year extensions.

TERMINATION:

A. 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. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CITY thirty (30) days advance written notice.

B. Breach of Contract - FPU may immediately suspend or terminate this Agreement in whole or in part, where in the determination of FPU 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 submitted to FPU;
- 4) Improperly performed service.

In no event shall any payment by FPU constitute a waiver by FPU of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FPU with respect to the breach or default. FPU shall have the right to demand from the CITY the repayment to FPU of any funds disbursed to the CITY under this Agreement, which were not expended in accordance with the terms of this Agreement. The CITY shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by FPU upon the giving of thirty (30) days advance written notice of an intention to terminate to CITY.

COMPENSATION:

FPU agrees to pay CITY \$0.75 per transit trip, not to exceed \$22 per month, per rider, and not to exceed \$7,000.00 annually and CITY agrees to receive compensation for each transit trip provided by CITY to FPU students, faculty, and staff. CITY shall submit monthly invoices to FPU. It is understood that all expenses incidental to CITY'S performance of services under this Agreement shall be borne by CITY.

INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CITY, in its capacity as the contractor under this Agreement, it is mutually understood and agreed that CITY, including any and all of the CITY'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 venturer, partner, or associate of FPU.

Furthermore, FPU shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FPU shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof.

CITY and FPU 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 CITY, CITY shall have absolutely no right to employment rights and benefits available to FPU employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees with all legally-required employee

benefits. In addition, CITY shall be solely responsible and save FPU harmless from all matters relating to payment of CITY'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, CITY may be providing services to others unrelated to FPU or to this Agreement.

MUTUAL INDEMNIFICATION AND INSURANCE:

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

FPU shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, FPU or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of FPU or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by FRESNO PACIFIC UNIVERSITY of

governmental immunities including California Government Code section 810 et seq. In the event of concurrent negligence on the part of CITY or any of its officers, officials, employees, agents or volunteers, and FPU or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

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.

NON-ASSIGNMENT:

Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

AUDITS AND INSPECTIONS:

The CITY shall at any time during business hours, and upon thirty (30) day written notice, make available to FPU for examination all its records and data with respect to the matters covered by this Agreement. The CITY shall, upon request by FRESNO PACIFIC UNIVERSITY, permit FPU to audit and inspect all such records and data necessary to ensure the CITY'S compliance with the terms of this Agreement. If this Agreement exceeds ten thousand dollars (\$10,000.00), CITY shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

NOTICES:

The persons and their addresses having authority to give and receive notices under

this Agreement include the following:

FRESNO PACIFIC UNIVERSITY
Jake Gilbertson
Vice President
Student Development
1717 S Chestnut Ave
Fresno, CA 93702
(559) 453-2000

CITY
Director, City of Fresno Department of
Transportation Fresno Area Express (FAX)
2223 G. Street
Fresno, CA 93706
(559) 621-7433

Any and all notices between FPU and the CITY 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 services, when deposited in the United States Mail, postage prepaid, addressed to such party.

GOVERNING LAW:

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the CITY and FPU with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE.]

