

# California State University, Fresno

## STANDARD AGREEMENT

CONTRACT NUMBER	AM NO.
SA 81758	

THIS AGREEMENT, made and entered into this day 8/3/2017 in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called the University, and 5718.1

CONTRACTOR NAME CITY OF FRESNO, hereinafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

The contractor, Fresno Police Department, shall provide reimbursable services to the University Police Department in various locations including Save Mart Center. All work and fees shall be in accordance with Exhibit A - CSU General Provisions for Services, 9 pages; Exhibit B - Fresno Police Department Contract Law Enforcement Services, 1 page; and Exhibit C - Fresno Police Department Contracted Law Enforcement Regulations, 3 pages; inclusive and by this reference are made a part of this agreement.

Term of this agreement shall be in effect July 1, 2017 through June 30, 2020.

The total amount of this agreement shall not exceed Seven Hundred Twenty One Thousand Six Hundred Seventy Two and 74/100 Dollars(\$721,672.74)

Payments are to be made upon receipt of an invoice to the University Accounts Payable office, that has been certified by University Police Department. The University will process claims for payment in accordance with State fiscal procedures and the terms of this agreement. The itemized invoice should reference the Standard Agreement number.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.

<b>TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY</b>		<b>CONTRACTOR</b>	
UNIVERSITY		CITY OF FRESNO	
CALIFORNIA STATE UNIVERSITY, FRESNO		BY (AUTHORIZED SIGNATURE)	
BY (AUTHORIZED SIGNATURE)		DATE	
PRINTED NAME OF PERSON SIGNING		PRINTED NAME OF PERSON SIGNING	
Brian Cotham		ADDRESS	
TITLE		2326 Fresno Street, 2nd Floor	
Director		CITY	
		Fresno	
		STATE	
		CA	
		ZIP CODE	
		93721-3617	
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE TITLE)	TITLE	
\$721,672.74			
PRIOR ENCUMBERANCE FOR THIS CONTRACT	ITEM	CHAPTER	STATUTES
	Fresno State Police M/S PO14		FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)	REQUISITION	
\$721,672.74		122463	
		B.R. NO.	
		DATE	
PeopleSoft Chartfields Account 613809 Fund 54441 Org ID 43425 Program SubClass 00000			



CONTRACTOR



PROCUREMENT



ACCOUNTING



DEPARTMENT

8/14/2017 10:23 AM

**CSU GENERAL PROVISIONS  
FOR  
SERVICE ACQUISITIONS  
Revised 10/15/14**

**CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS**  
**Revised 10/15/14**

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## **CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS**

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### **1. Commencement of Work**

Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk and as a volunteer.

### **2. Contract Alterations & Integration**

No alteration or variation of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the parties hereto.

### **3. Severability**

Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

### **4. Independent Status**

Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from CSU.

### **5. Governing Law**

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California

### **6. Contractor's Power and Authority**

Contractor warrants it has full power and authority to enter into this Contract and will hold CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the CSU under this Contract.

### **7. Assignments**

Contractor shall not assign this Contract, either in whole or in part, without CSU's written consent, which will not be unreasonably withheld.

### **8. Personnel**

Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

### **9. Waiver of Rights**

Any action or inaction by CSU or the failure of CSU on any occasion to enforce any right or provision of this Contract shall not be a waiver by CSU of its rights hereunder and shall not prevent CSU from enforcing such provision or right on any future occasion. CSU's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **10. Time**

Time is of the essence in the performance of this Contract.

### **11. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party.

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### **12. Appropriation of Funds**

- (a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

### **13. Cancellation**

CSU has the right to cancel this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

### **14. Termination for Default**

CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

### **15. Rights and Remedies of CSU for Default**

- (a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
- (c) In the CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.
- (d) CSU's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

### **16. Warranty**

Contractor warrants that

- (i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and
- (ii) REMOVED

### **17. Safety and Accident Prevention**

In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

### **18. Insurance Requirements**

Replaced by Exhibit C

### **19. General Indemnity**

Replaced by Exhibit C

### **20. Invoices**

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

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- (a) In the event that additional services are required, the Contractor shall submit invoices in accordance with provisions herein.
- (b) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (c) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after
  - (i) the performance completion date of services; or
  - (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (d) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

### **21. Document Referencing**

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Contractor identification number may be returned to Contractor and may cause delay in payment.

### **22. Use of Data**

Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

### **23. Confidentiality of Data**

- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Contractor shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, If so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.
- (b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall:
  - (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

### **24. Information Security Requirements**

- (a) Contractor is required to comply with CSU Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.
- (b) Information Security Plan  
Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in Rider A.
- (c) Personal Security Requirements

## **CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS**

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Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only.

Contractor shall not knowingly permit a representative or subcontractor to have access to CSU records, confidential data, or premises of the CSU when such representative or subcontractor has been convicted of a felony.

### **25. Patent, Copyright, and Trade Secret Indemnity**

REMOVED

### **26. Rights in Work Product**

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work. The provisions of this sub-section a) may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of the CSU and may be used at CSU's discretion.

### **27. Examination and Audit**

For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by

- (a) the Office of the University Auditor, and
- (b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

### **28. Dispute**

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

### **29. Conflict of Interest**

CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

### **30. Follow-On Contracts**

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
  - (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
  - (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from CSU and includes:
  - (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
  - (ii) development or design of test requirements;
  - (iii) evaluation of test data;
  - (iv) direction of or evaluation of another Contractor;
  - (v) provision of formal recommendations regarding the acquisition of products or services; or
  - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or

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directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

- (c) Except as prohibited by law, the restrictions of this Section will not apply:
  - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - (ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- (d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

### **31. Endorsement**

Nothing contained in this Contract shall be construed as conferring on any party, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

### **32. Covenant Against Gratuities**

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSU's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

### **33. Nondiscrimination**

- (a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

### **34. Compliance with NLRB Orders**

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

### **35. Drug-Free Workplace Certification**

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- (b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - (i) the dangers of drug abuse in the workplace;
  - (ii) the person's or organization's policy of maintaining a drug-free workplace;
  - (iii) any available counseling, rehabilitation and employee assistance programs; and,
  - (iv) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed or resulting Contract:



## CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

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- (i) will receive a copy of the company's drug-free policy statement; and,
- (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note:  
Authority Cited: Government Code Section 8350-8357

### 36. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

- (a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- (b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

### 37. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

### 38. Child Support Compliance Act

For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

### 39. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

### 40. Debarment and Suspension

By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations [CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

### 41. Expatriate Corporations

Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

### 42. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

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### **43. Loss Leader**

Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

### **44. DVBE and Small Business Participation**

- (a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)
- (b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
- (1) the name and address of the DVBE(s) who participated in the performance of the Contract;
  - (2) the total amount the prime Contractor received under the Contract; and
  - (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

### **45. Contractor's Staff**

Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.

**CITY OF FRESNO  
POLICE DEPARTMENT  
Contract Law Enforcement Services**

**1. APPLICANT:**

Exhibit B

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Name:	California State University, Fresno		
Address:	2311 E Barstow Ave M/S PO14		
City/State/Zip:	Fresno CA 93740-8004		
Phone #:	(559) 278-5232	Fax#:	(559) 278-6686
		Alternate Phone:	(559) 278-8400
Name of contact person if different from above: Gus Perez, Events Coordinator			

**2. IF APPLICANT AN ORGANIZATION/BUSINESS:**

Name of Organization:	California State University, Fresno		
Address:	2311 E Barstow Ave M/S PO14		
City/State Zip:	Fresno CA 93740-8004	Phone #:	

**3. TYPE OF EVENT OR SERVICE:**

Briefly Describe Activities:	VARIOUS EVENTS		
Address/Location:	VARIOUS CAMPUS LOCATIONS INCLUDING THE SAVEMART CENTER		
Date(s):	07/01/2017 – 06/30/2020	Report Time:	Differs with events
		End Time:	Differs with events
Type of Duties Requested: Suppression of criminal activity and apprehension of violators at facility.			
Anticipated # of attendees, if Applicable:	Various	Alcohol Served:	Differs with events

**4. STAFFING NEEDS:**

	Number	Total Hours	Rate**	Total
Police Officer(s)	300	3000	\$ 56.86	\$ 170,580.00
Police Sergeant(s)	33.4	186.7	\$ 67.01	\$ 12,510.77
Community Service Officers(s)	133.4	1466.6	\$ 37.82	\$ 55,466.81
Police Vehicle(s) Flat Rate	100***		\$ 20.00	\$ 2,000.00

\*\* Rate subject to change without notice

**ESTIMATED TOTAL: \$ 240,557.58**  
**TOTAL FOR EACH FISCAL YEAR: \$240,557.58**  
**TOTAL FOR 07/01/2017-06/30/2020: \$721,672.74**

**5. BILLING:**

- A four-hour minimum applies to all contract requests;
- Vehicle requests must be for the length of the entire event or assignment;
- Time in excess of that which was requested will be billed to the applicant;
- Applicants are billed for each additional half-hour or portion thereof; AND
- Travel time (to and from the event) will be charged to each vehicle requested. The travel time charge will be an additional half-hour at the pay rate of the personnel [Sergeant, Officer, or CSO] assigned to bring the vehicle, except for the assignment to football game events.

Your signature indicates that you have received, read, and agree to abide by the Fresno Police Department Contracted Law Enforcement Regulations, attached and incorporated herein by reference. Completing this document neither guarantees your request for officers will be filled, nor that a marked police vehicle will be provided. Your request will be reviewed by a staff officer to determine whether or not off-duty law enforcement services will be authorized by the Fresno Police Department.

\_\_\_\_\_  
CSUF Authoring Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerry Dyer, Chief of Police  
Fresno PD Authoring Signature

\_\_\_\_\_  
Date

**APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE**  
 BY: John Hestrop, Deputy  
**CITY ATTORNEY**

Please Remit To: City of Fresno Police Department \* PO Box 1271 \* Fresno, California 93715 \* 559-621-2056

**FRESNO POLICE DEPARTMENT  
Contracted Law Enforcement Regulations**

1. Officers perform law enforcement functions only and respond to direction by the Fresno Police Department (hereafter known as the Department).
2. Officers charge a four hour minimum. Any time in excess of four hours is charged for each additional half hour or portion thereof.
3. The Department requires at least a 48 hour advance notification in order to cancel a contracted job. When the required notice is not given, the applicant shall be responsible for paying the Department the required minimum for each officer.
4. Department staff will deal with one person as a primary contact. One alternate may be selected.
5. The department requires the applicant to maintain records related to contracted law enforcement services.
6. Questions should be communicated to the Contracted Law Enforcement Coordinator.
7. Any requested schedule changes shall be coordinated through the Contracted Law Enforcement Coordinator as soon as possible and may not be honored.
8. The Department may, at its discretion, cancel any or all contracted law enforcement services at any time due to unavailability of officers or emergencies. Contracted officers may, at their own discretion, terminate their contractual obligations to return to regular department duties in the event of an emergency or incident related to their capacity as law enforcement officers. It is understood by the parties that the Department and its police officers do not owe a greater level of police services or protection under this contract than is owed to the public generally.
9. The applicant is responsible for costs associated with an officer having to work in excess of the contracted time as a result of activities related to the contract.
10. The Department requires a minimum number of officers per number of attendees at the event. This figure is approximately one officer per two hundred people, and one supervisor per five officers. These numbers are general guidelines. The Department will take other factors into consideration. The Department will make the determination of how many officers will be required if the contract is accepted. This is not a negotiable figure. In addition, if the Department receives information that greater numbers of people are expected than was first anticipated, additions will be made in the number of officers assigned, subject to Paragraph number 8, as above. Assignment of officers is in the sole discretion of the Department and subject to availability. Any requests for assignment of officers are limited to Police Officers and Community Service Officers (CSOs). In the event the Department determines that the requisite number of such Officers is unavailable for an event, the Department may assign Reserve Officers for the limited purpose of providing traffic control services.

**THE FOLLOWING CONTRACT REQUESTS WILL BE REFUSED:**

1. Requests that are not in the incorporated areas of the City of Fresno;
2. Requests for plain clothes officers;
3. Mobile jobs where an unmarked, private vehicle would be used for patrol or transport;
4. Requests which constitute a conflict of interest on the part of the officers or the Department.

By signing this document, you verify that you understand and agree to the rules and regulations for Contract Services. A signature is required for your contract application to be approved.

X

NAME/TITLE

DATE

### **INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend CSU 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 CSU, Contractor 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 Contractor or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by Contractor of governmental immunities including California Government Code section 810 et seq.

CSU shall indemnify, hold harmless and defend Contractor 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 Contractor, CSU 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 CSU or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CSU of governmental immunities including California Government Code section 810 et seq.

In the event of concurrent negligence on the part of Contractor or any of its officers, officials, employees, agents or volunteers, and CSU 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.

### **INSURANCE**

It is understood and agreed that Contractor and CSU maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under this Agreement.