

14 - 348
9/15/2014

California State University, Fresno STANDARD AGREEMENT

CONTRACT NUMBER SA 72739	AM. NO.
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CITY OF FRESNO
City Clerk's Office (Original)

THIS AGREEMENT, made and entered into this day 7/22/2014 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, 8 pages; Exhibit B - Fresno Police Department Contract Law Enforcement Services, 1 page; and Exhibit C - Fresno Police Department Contracted Law Enforcement Regulations, 2 pages; inclusive and by this reference are made a part of this agreement.

Term of this agreement shall be in effect July 1, 2014 through June 30, 2017.

The total amount of this agreement shall not exceed Six Hundred Eighty Four Thousand Thirty and 80/100 Dollars (\$684,030.80)

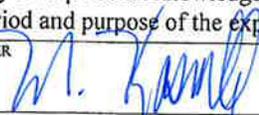
Payments are to be made upon receipt of an invoice to the University Accounts Payable office, that has been certified by University Police Department. The University will process claims for payment in accordance with State fiscal procedures and the terms of this agreement. The itemized invoice should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

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

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY		CONTRACTOR	
UNIVERSITY		CITY OF FRESNO	
CALIFORNIA STATE UNIVERSITY, FRESNO		CITY OF FRESNO	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
	5/5/15		8/15/14
PRINTED NAME OF PERSON SIGNING		PRINTED NAME OF PERSON SIGNING	
Brian Cotham		JERRY DYER	
TITLE		ADDRESS	
Director		2326 Fresno Street, 2nd Floor	
		CITY	STATE ZIP CODE
		Fresno	CA 93721-3617

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE TITLE)	TITLE		
\$684,030.80				
PRIOR ENCUMBERANCE FOR THIS CONTRACT	ITEM	CHAPTER	STATUTES	FISCAL YEAR
	University Police Department M/S PO14			
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)	REQUISITION		
\$684,030.80		106454		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.

SIGNATURE OF ACCOUNTING OFFICER	DATE
	5/4/15

PeopleSoft Chartfields Account 613809 Fund 54441 Org ID 43425 Program SubClass

CONTRACTOR
 PROCUREMENT
 ACCOUNTING
 DEPARTMENT

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: 
DEPUTY CITY ATTORNEY
Aug 13, 2014

Exhibit A

**CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS
Revision 09/26/11**

**CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS**

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CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

1. Commencement of Work

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

2. Invoices

- (a) 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.
- (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
- (c) 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.
- (d) 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.
- (e) 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.

3. Appropriation of Funds

- (a) If the term of the 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, terminate any services 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 the 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.

4. Cancellation

CSU reserves the right to cancel this Contract at any time upon thirty (30) days written notice to the Contractor.

5. Independent Status

The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) The CSU requires a Statement of Economic Interests (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 [reference G.C. 82019].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Contract.

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

7. 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.

8. Assignments

Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

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

11. Use of Data

The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the 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 the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

12. Termination for Default

Either party may terminate the Contract should the other party fail to perform the covenants herein contained at the time and in the manner herein provided.

13. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

14. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

- (e) 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.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

15. Drug-Free Workplace Certification

By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

16. Severability

It is expressly agreed and understood by the parties hereto that if any provision of this Contract is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Contract shall remain in full force and effect.

17. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

18. Privacy of Personal Information

Contractor expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State's 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. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of Contractor, or its personnel, for any notifications to affected persons (after prompt consultation with CSU), and to the extent requested by CSU, administratively responsible for such notification.

19. Waiver of Rights

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

20. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, 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.

**CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS**

21. Compliance with NLRB Orders

Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

22. Examination and Audit

For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. 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.

23. DVBE and Small Business Participation

The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small Business and DVBE Services (OSDS) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSDS-certified small business enterprises whenever possible, and to report their use to the CSU.

24. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he 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).

25. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations.

26. Child Support Compliance Act

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

- (a) The 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) The 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.

27. 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.

28. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the 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, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

29. Rights and Remedies of CSU for Default

- (a) Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government.
- (b) The rights and remedies of the parties provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30. Recycled Content Certification

Contractor agrees to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of recycled content material, as defined in Sections 12161 and 12200 of the Public Contract Code, in materials, goods, or supplies used in the performance of this Contract.

31. 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 the parties.

32. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with default provisions hereof.

33. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will 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) will 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 comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the 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 the Contractor. Control exists when an entity owns or 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 the 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.

**CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS**

34. Expatriate Corporations

By accepting a contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Seq.

35. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the 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 sub-section a) may be revised in a Statement of Work.

36. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to CSU's operation which are designated confidential by the CSU and not otherwise subject to disclosure under the California Public Records Act, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. The Contractor shall not be required under the provisions of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

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

1. APPLICANT:

Exhibit B

Page 1 of 1

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):	07/01/2014 – 06/30/2017	Report Time:	Differs with events
		End Time:	Differs with events
<i>Type of Duties Requested:</i> 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	\$ 52.95	\$ 158,850.00
Police Sergeant(s)	33.4	186.7	\$ 62.63	\$ 11,693.02
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:	\$ 228,009.83
TOTAL FOR EACH FISCAL YEAR:	\$228,009.83
TOTAL FOR 07/01/2014-06/30/2017:	\$684,029.49

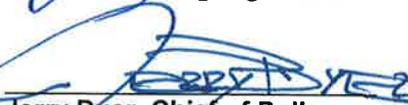
5. BILLING:

- 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

5/5/15
Date


Jerry Dyer, Chief of Police
Fresno PD Authoring Signature

5/13/15
Date

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 shall pay all invoices within 45 days of the completion of the event. Any overdue amount is subject to a 25% collection agency fee, and may result in the denial of future requests for contract law enforcement services.
10. 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.
11. 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.
12. City of Fresno shall indemnify, hold harmless and defend Applicant 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 Applicant, City of Fresno 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 of Fresno or any of its officers, officials, employees, agents or volunteers in the performance of the Contract; provided nothing herein shall constitute a waiver by City of Fresno of governmental immunities including California Government Code section 810 et seq.

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

In the event of concurrent negligence on the part of Applicant or any of its officers, officials, employees, agents or volunteers, and City of Fresno 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 the Contract.

13. It is understood and agreed that the City of Fresno and Applicant 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 the Contract.
14. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

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

7/11/12
Date