

**AMENDMENT EIGHTEEN TO
COOPERATIVE AGREEMENT
BETWEEN
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
ON BEHALF OF CALIFORNIA STATE UNIVERSITY
CHANNEL ISLANDS
AND
THE VENTURA COUNTY TRANSPORTATION COMMISSION
FOR THE REVISED TERM APRIL 1, 1999 - JUNE 30, 2017**

This Eighteenth Amendment to the COOPERATIVE AGREEMENT is entered into by and between the Trustees of the California State University, on behalf of California State University Channel Islands, hereinafter referred to as CAMPUS or CI, and the Ventura County Transportation Commission, hereinafter referred to as VCTC, for fiscal year 2016/2017 and is based on the following facts which are material to its execution by the parties:

- I. As a part of its certification of the Environmental Impact Report for the development, the CAMPUS agreed to develop an alternative transportation system to move employees and students at CI to and from the campus. This provision was designed to reduce the negative impacts of increased traffic from development of CI and promote improved air quality;
- II. As a central element in the development of a "Green Campus" university dedicated to the enhancement of the environment in Ventura County, shuttle bus service has been implemented at key transfer points to increase transportation alternatives available to students, staff members and visitors to and from the CAMPUS. The objectives are to reduce traffic congestion, protect air quality, mitigate noise and protect agriculture;
- III. For the first three years (August 1999 through June 2002) VCTC provided a grant of federal Congestion Management and Air Quality (CMAQ) Funds to the CAMPUS for the development and operation of a shuttle bus system. The CMAQ Grant was managed by VCTC on behalf of the Trustees of the California State University.

- IV. The CMAQ program provided funds for a maximum of three years, which was considered a “demonstration period.” The demonstration period ended in August 2002. Therefore, the CAMPUS shuttle bus service no longer qualifies for CMAQ funds but does qualify for partial funding from the Federal Transportation Administration (FTA). During the following years; FY 2002-2003 through 2016-2017, VCTC obtained FTA funds to pay for approximately 40% the total cost of operating CAMPUS shuttle bus service.
- V. It is expected that FTA funds, obtained by VCTC on behalf of the CAMPUS, will total approximately \$317,300 for FY 2016-2017.
- VI. VCTC and CI agree to work together to develop a plan which will enhance revenue through increased ridership resulting in a self-sustaining shuttle bus service. CAMPUS recognizes that it may need to subsidize the shuttle bus pass for the students, faculty, and staff.

NOW, THEREFORE, in consideration for the foregoing material facts and other consideration by and between the parties, CI and VCTC agree as follows:

- A. During the period from July 1, 2016 through June 30, 2017, CI shall provide \$527,000 to VCTC to maintain, operate, and manage the CAMPUS shuttle bus system. This amount consists of the Trustees of the California State University local matching cost, which, together with FTA payments and accrued CI credit, will provide full funding for this bus service and VCTC administrative and other operating costs. The amount of \$527,000 shall be due and payable during 2016-2017 according to the following schedule:

Due Sept 30, 2016 (Includes \$35,000 Admin Fee)	\$ 158,000.00
Due Nov 30, 2016	\$ 123,000.00
Due Jan 31, 2016	\$ 123,000.00
Due April 30, 2017	\$ 123,000.00

- B. VCTC will continue to provide to CI a variety of analytical, technical and management services designed to facilitate the operation of the system from designated points in Oxnard and Camarillo to the CAMPUS for use by students, employees and visitors. The specific services to be provided by VCTC to CI are as follows:
 1. Management and coordination of all CAMPUS shuttle bus service and park and ride locations throughout FY 2016-2017.
 2. Continued identification of future CAMPUS shuttle bus service route expansions, service adjustments and/or additional park and ride locations with a focus toward promoting and advancing the CI "Green Campus" concept.

3. Provide analytical and technical expertise in support of the CI Transit Twenty Year Plan.
4. Maintain CAMPUS ridership data and trends.
5. Facilitate access to CAMPUS shuttle bus service during special events at the CAMPUS.
6. VCTC will provide a fiscal year financial statement listing actual cost and revenue for operating the CSUCI service and provide information on any adjustment necessary.

**THIS SEVENTEENTH AMENDMENT TO THE AGREEMENT HAS BEEN EXECUTED AS OF _____
2016 AT CAMARILLO, CALIFORNIA.**

ATTEST:

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

RICHARD R. RUSH, PRESIDENT
CSU CHANNEL ISLANDS

VENTURA COUNTY TRANSPORTATION COMMISSION

KEITH MILLHOUSE, CHAIR, VCTC

APPROVED AS TO FORM

STEVEN T. MATTAS, GENERAL COUNSEL, VCTC

APPROVED AS TO CONTENT

DARREN KETTLE, EXECUTIVE DIRECTOR, VCTC

RIDER B - GENERAL PROVISION'S FOR SERVICES

1. Commencement of work

Work shall not commence under the Contract until 3 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. Late payment penalties shall not apply to this Contract.
- (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 mat 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 Contractors 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 Store 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., OFM and/or marketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) CSU requires a Statement of Economic Interests (Form 700) to in be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions-which may foreseeable have a material effect on any CSU financial interest [referenceG.C.820191].

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.

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7. Governing Law

To the extent not inconsistent with applicable federal law, this Contract will 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 here to.

11. General Indemnity

The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance, of this Contract

12. 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. 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.

13. Termination for Default

The 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.

14. 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.

15. 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, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental 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 hereunder (California Code of Regulations Title 1 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 Section 111354-11139) 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 hour 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 USC 4212 or VERAA) and Section 505 of the Rehabilitation Act of 1973, as amended (29 USC 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.

- (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 12590 11135 et seq. Title 2 California Code of Regulations, Section 8107).

16 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.

17. 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 law it is deemed to that extent to be omitted. However the balance of the Contract shall remain in full force and effect.

18. 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 designated representative) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed term(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. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Privacy of Personal Information

Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the States Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article I, Section 1. 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 1212g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information.

20. Waiver of Rights

Any action or inaction by the CSU or the failure of the Contractor 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.

21 Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, any right to use the other parties 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 parties. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

21 Patent, Copyright, and Trade Secret Indemnity

A contractor may be required to furnish a bond to the CSU against any and all loss damage, costs, expenses, claims and liability for patent, copy-right and trade secret infringement. In addition:

- (a) The Contractor, at its own expense, shall defend any action brought against CSU to the extent that such action is based upon a claim that the products supplied by the Contractor or the operation of such product infringes a United States patent copyright or

violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:

- (i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
 - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved the CSU has the option to participate in such action its own expense.
- (b) Should the product or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United State or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirement specified in the Contract. If none of these options can reasonable be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical the CSU shall then have the option of terminating the contract or applicable portions thereof without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

23. 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 Contractors failure to comply with an order of a federal courts which orders the Contractor to comply 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.

24. 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 of the State Auditor for a period of three (3) years if the 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.

25. 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 and Minority Businesses (OSMB) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVRE and OSMB certified small business enterprises whenever possible and to report their use to the CSU.

26. Citizenship and Public Benefit

If Contractor is a natural person, Contractor certifies in accepting this Contact 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; STAT 2105, 226869)

27. Americans with Disabilities Act

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

211 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 its-employees to the New Hire Registry maintained by the California Employment Development

Department.

29. 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.

30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor indentured labor under penal sanction or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108).

31. 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 right and remedies provided by law or under the Contract.

32. Rights and Remedies of CSU for Default

(a) In the event any deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU: may reject the same and it will thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of the service without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples, provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.

(b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, 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. If a delay or failure of performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of cause beyond the control of the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

(c) In the event the termination, either in whole or in part by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.

(d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law under the Contract.

33. Contractor's Power and Authority

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the CSU hereunder harmless from and against any loss, liability, and expenses (including reasonable attorney fees) arising out of breach of this warranty. Further, Contractor asserts that it will not enter into an arrangement with a third party which might abridge any rights of the CSU under this Contract.

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34. Recycled Content Certification

Contractor agrees to certify in writing and under penalty of perjury, the minimum, if not the exact percentage of recycled content materials as defined in Section 12161 and 122200 of the Public Contract Code, in materials, goods or supplies used in the performance of this Contract.

35. Entire Contract

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

36 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 require law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safely 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 thereof.

37. Follow-On Contracts

a) If the Contractor or its affiliates provide Consulting and Direction (as defined below) the Contractor and it affiliates:

(i) will not be awarded subsequent Contract to supply the service of 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 a consultant to any person or entity that does not receive a Contract as described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract of 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 statement 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 (50%) percent of the outstanding stocks 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 Contact 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 Law"). In the event of any, inconsistency, such Conflict Laws overrule the provisions of this Section, even if enacted after execution of this Contract.

38 Expairiabe 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. Sec.

39. Insurance Requirements

Contractor shall furnish to the CSU prior to the commencement of work a underwriter's endorsement with a certificate of insurance stating that these is General Liability insurance presently in effect for the contractor with combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and in that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

(a) The certificate of insurance shall provide:

- (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU:
 - (ii) That the State of California, the Trustees of the California State University, the CSU, and the employees, officers and agents of each of them are included as additional insureds but only insofar as the operations under this contract are concerned;
 - (iii) That the State, the Trustees, and the CSU and the employees, officers, and agents of each of them will not be responsible for any premium or assessments on the policy.
- (b) Contractor agrees that the bodily injure liability insurance herein provided shall be in effect it all times during the tern of this contract. In the event said instance coverage expires at any time or times during the term of this contract contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance as provided herein for not less than the remainder of the term of the contract or for a period of not less than one (1) year. New certificates of insurance of insurance are subject to the approval of the CSU, and the contractor agrees that no work or service shall be performed prior to the giving of such approval .In the event contractor fails to keep in effect at all times insurance coverage as herein provided the CSU may in addition to any other remedies it may have terminate this contract upon termination of this contract upon the occurrence of such event.
- (c) Workers' Comprehensive Insurance coverage as required by the Star of California