

AGREEMENT

AGREEMENT NUMBER MA170453	AM. NO
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THIS AGREEMENT, made and entered into 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 The University Foundation at Sacramento State, hereinafter called UFSS.

WITNESSETH: That the University for and in consideration of the covenants, conditions, agreements and stipulations of this agreement does hereby agree to furnish services as follows:

University, through its Financial Services departments, hereby agrees to provide UFSS financial functions and management consultation services.

The term of service shall commence July 1, 2018 and continue through June 30, 2020 with the option to extend the term for one five (5) year term upon mutual agreement.

UFSS agrees to pay the University an annual amount not to exceed two hundred sixty thousand dollars and no cents (\$260,000.00) for the services being performed. Payment shall be made quarterly in arrears of service upon receipt of invoice from the University.

No consideration has been or shall be paid directly or indirectly to any officer or employee of the University as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or as consultant in connection with this Agreement.

The following documents are hereby incorporated and made part of this agreement:

- Exhibit A: Scope of Work, consisting of one (1) page;
- Exhibit B: General Provisions, consisting of two (2) pages;

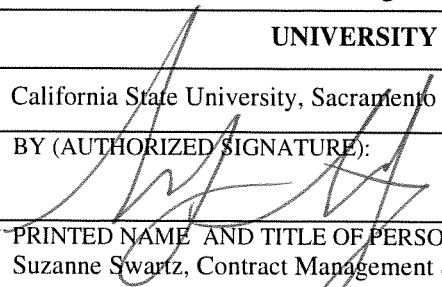
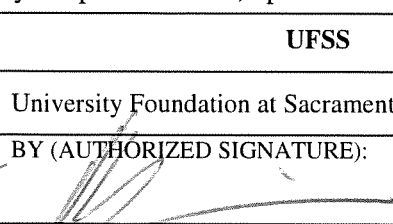
Any provisions or attachments not specifically referenced herein shall be excluded from this agreement.

University shall have no liability except as specifically set forth in this Agreement.

Questions or information concerning this agreement should be addressed to Suzanne Swartz, Contract Management Specialist, 916-278-5797, swartzsd@csus.edu.

Nothing herein contained shall preclude advance payment pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code.

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

UNIVERSITY		UFSS	
California State University, Sacramento		University Foundation at Sacramento State	
BY (AUTHORIZED SIGNATURE):	DATE	BY (AUTHORIZED SIGNATURE):	DATE
	1-24-18		1/21/2018
PRINTED NAME AND TITLE OF PERSON SIGNING Suzanne Swartz, Contract Management Specialist		PRINTED NAME AND TITLE OF PERSON SIGNING Al Frisone, Vice President, University Advancement	
DEPARTMENT Procurement and Contract Services		ADDRESS: 6000 J Street, MS 6030, Sacramento, Ca 95819	

SCOPE OF WORK

University shall provide the full range of financial functions and management consultation for UFSS which includes the following tasks:

- Processing account set-up;
- Receipting, recording and depositing all cash receipts for gifts and other revenues;
- Quarterly reconciliation of financial records to the “Advance” donor tracking system;
- Managing cash flow and reconciling the bank account;
- Reconciling investment accounts and reporting investment activities;
- Paying all invoices;
- Preparing and distributing IRS Form 1099’s (Misc. Income) annually for consulting and contracting activities;
- Tracking non-resident withholding tax and remitting payment annually to the Franchise Tax Board;
- Filing quarterly sales tax returns with Board of Equalization;
- Calculating and posting monthly management fees charged to account holders;
- Calculating and allocating net investment income to endowments, scholarship and expenditure accounts;
- Preparing quarterly financial statements and analyses;
- Participate in a key role with UFSS representatives to complete an annual financial audit, to include preparation of work papers, footnotes to the financial statements, Management Discussion and Analysis section, account analyses, FIRM reporting to University;
- Preparing information for annual tax return and NACUBO Study;
- Participate in a key role with UFSS representatives to complete the Chancellor’s Office internal compliance/internal control systems audit every three years;
- Information Technology application support and analyses, CDD report writer support, Help desk (campus and users), Web updates;
- Planning, implementation and maintenance of the endowment unitization subsystem.

GENERAL PROVISIONS

1. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

2. ENDORSEMENT

Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other party's name, trademark, or logo as an endorsement of 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 Agreement shall be construed as endorsement of any commercial product or service by the University its officers or employees.

3. NON-DISCRIMINATION POLICY

During the performance of this Agreement, the parties shall not deny the Agreement'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.

4. . INDEMNIFICATION

UFSS shall defend, indemnify, and hold Sacramento State its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UFSS its officers, employees or agents.

5. DEPOSIT OF REVENUES IN APPROPRIATE UNIVERSITY ACCOUNTS

All monies received by the University, its divisions, departments, and centers as a result of the execution of this agreement shall be deposited in an appropriate University account.

6. INSURANCE REQUIREMENTS

Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this agreement.

7. ASSUMPTION OF RISK / ADDITIONAL EXPENDITURES

Any entity which is a party to this agreement with the University, shall assume the risk of personal injury and property damage attributable to the willful acts, omissions or negligence of that entity, its officers, employees and agents. In the event that the entity is required to obtain any permit, license or authorization as a prerequisite to performing its obligations under this agreement, those costs shall be borne by the entity required to obtain the permit, license or authorization.

8. AMENDMENTS

This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties.

9. CANCELLATION

Either party may terminate for convenience this Agreement by giving the other party at least thirty (30) days' written notice before the effective date of termination. Termination of this Agreement shall not affect the rights and obligations of the parties, which shall have accrued prior to termination.

10. FORCE MAJEURE

No fault, delay or failure to perform on the part of the internal or external entity that is party to this Agreement shall be considered a default, delay or failure to perform is otherwise chargeable, if such a default, delay or failure to perform is due to causes beyond either party's reasonable control.

11. ASSIGNMENTS

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

13. SEVERABILITY

In the event that any provision of this agreement shall be held invalid by a court or administrative law judge, such holding shall not invalidate or render unenforceable any other provisions thereof. However, should such a breach go to the whole contract, then the entire contract is deemed unenforceable.

14. CAPTIONS

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used to interpret or determine the validity of this Agreement or any of its provisions

15. INDEPENDENT STATUS

It is understood and agreed that the parties to this Agreement are independent contractors and that no relationship of employer-employee exists between the parties hereto.

16. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof.