

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND ASSOCIATED STUDENTS OF SAN FRANCISCO STATE UNIVERSITY**

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and Associated Students of San Francisco State University. The term of this agreement shall be August 1, 2022 through August 1, 2032.

1. PURPOSE

The purpose of this agreement is to set forth the terms and conditions under which Auxiliary may operate as an auxiliary organization pursuant to California Education Code §89900 et seq. and California Code of Regulations (CCR) Title 5, § 42400 et seq. In entering this agreement, CSU finds that certain functions important to its mission are more effectively accomplished by the use of an auxiliary organization rather than by the Campus under the usual state procedures.

2. PRIMARY FUNCTION(S) OF THE AUXILIARY

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees, for the period covered by this agreement, that the primary function(s), which the Auxiliary is to manage, operate or administer is/are (*Check each category that applies*):

- Student Body Organization
- Student Union
- Housing
- Philanthropic
- Externally Funded Projects
- Real Property Acquisition / Real Property Development
- Commercial

In carrying out the above, the Auxiliary engages in the following functions authorized by, CCR tit.5, §42500, which are activities essential and integral to the educational mission of the University:

1. Student Body Organization Programs
2. Student Union Programs, which includes the operation of the Cesar Chavez Student Center.
3. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial

- Assistance
4. Externally Funded Projects Including Research, Workshops, Conferences, and Institutes¹
 5. Gifts, bequests, devises, endowments, trusts and similar funds
 6. Public relations, fundraising, fund management, and similar development programs

Auxiliary agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes for the benefit of CSU and the Campus. Auxiliary further agrees that it shall not perform any of the functions listed in CCR tit.5, §42500 unless the function has been specifically assigned in this operating agreement with the Campus. Prior to initiating any additional functions, Auxiliary understands and agrees that CSU and Auxiliary must amend this agreement in accordance with Section 21, *Amendment*.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

The responsibility and authority of the Campus president regarding auxiliary organizations is set forth in CCR tit.5, §42402, which requires that auxiliary organizations operate in conformity with CSU and Campus policies. The Campus President has been delegated authority by the CSU Board of Trustees (Standing Orders §VI) to carry out all necessary functions for the operation of the Campus. The operations and activities of Auxiliary under this agreement shall be integrated with Campus operations and policies and shall be overseen by the campus Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in CCR tit.5, §42401.

The Campus shall review Auxiliary to ensure that the written operating agreement is current and that the activities of Auxiliary are in compliance with this agreement at least every five (5) years from the date the operating agreement is executed and at least every five years thereafter. Confirmation that this review has been conducted will consist of either an updated operating agreement, or a letter from the Campus CFO or designee to the Campus President with a copy to the Chancellor's Office, certifying that the review has been conducted. As part of these periodic reviews, the Campus President should examine the need for each auxiliary and look at the efficiency of the auxiliary operation and administration.

Auxiliary agrees to assist the Campus CFO or designee in carrying out the compliance and operational reviews required by applicable CSU Executive Orders and related policies.

Auxiliary business functions are managed by the Executive Director who shall keep appropriate Campus Administrators fully informed regarding the activities and business

functions of the Auxiliary and shall consult with the Campus at regular intervals for this purpose.

4. OPERATIONAL COMPLIANCE

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and Campus rules, regulations and policies. Failure of Auxiliary to comply with any term of this agreement may result in the removal, suspension or probation of Auxiliary as an auxiliary organization in good standing. Such action by CSU may result in the limitation or removal of Auxiliary's right to utilize the CSU or campus name, resources and facilities (CCR tit.5, §42406).

5. CONFLICT OF INTEREST

No officer or employee of the CSU shall be appointed or employed by Auxiliary if such appointment or employment would be incompatible, inconsistent or in conflict with his or her duties as a CSU officer or employee.

Auxiliary has established and will maintain a conflict of interest policy. The Auxiliary's Conflict of Interest Policy is attached as **Attachment 1**.

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

With respect to expenditures for public relations or other purposes which would serve to augment appropriations for CSU operations, Auxiliary may expend funds in such amount and for such purposes as are approved by Auxiliary's governing body. Auxiliary shall file, as **Attachment 2** to this agreement, a statement of Auxiliary's policy on accumulation and use of public relations funds. The statement shall include the policy and procedures for solicitation of funds, the purposes for which the funds may be used, the allowable expenditures and procedures of control.

7. FISCAL AUDITS

Auxiliary agrees to comply with CSU policy and the provisions of CCR tit.5, §42408, regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the guidelines established the Integrated CSU Administrative Manual (ICSUAM).

The Campus CFO shall annually review, and submit a written evaluation to the Chancellor's Office in accordance with Section 20, Notices, of the external audit firm selected by the Auxiliary. This review by the Campus CFO must be conducted prior to the Auxiliary engaging an external audit firm and annually thereafter. If the Auxiliary has not changed audit firms, and the audit firm was previously reviewed and received a satisfactory evaluation, a more limited review may be conducted and submitted.

8. USE OF NAME

Campus agrees that Auxiliary may, in connection with its designated functions as a CSU auxiliary organization in good standing and this agreement, use the name of the Campus, the Campus logo, seal or other symbols and marks of the Campus, provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of Campus. All correspondence, advertisements, and other communications by Auxiliary must clearly indicate that the communication is by and from Auxiliary and not by or from CSU or Campus.

Auxiliary shall use the name of Campus, logo, seal or other symbols or marks of Campus only in connection with services rendered for the benefit of Campus and in accordance with Campus guidance and direction furnished to Auxiliary by Campus and only if the nature and quality of the services with which the Campus name, logo, seal or other symbol or mark are used are satisfactory to the Campus or as specified by Campus.

Campus shall exercise control over and shall be the sole judge of whether Auxiliary has met or is meeting the standards of quality of the Campus for use of its name, logo, seal or other symbol or mark.

Auxiliary shall not delegate the authority to use the Campus name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the Campus President or designee. Auxiliary shall cease using the Campus name, logo, seal or other symbol or mark upon expiration or termination of this agreement, or if Auxiliary ceases to be a CSU auxiliary organization in good standing, dissolves or disappears in a merger.

9. CHANGE OR MODIFICATION OF CORPORATE STATUS

Auxiliary shall provide notice to the CSU upon any change in Auxiliary's legal, operational or tax status including but not limited to changes in its Articles of Incorporation, bylaws, tax status, bankruptcy, dissolution, merger, or change in name.

10. FAIR EMPLOYMENT PRACTICES

In the performance of this agreement, and in accordance with California Government Code §12900 et. seq., Auxiliary shall not deny employment opportunities to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status. Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by the CSU.

11. BACKGROUND CHECK POLICY COMPLIANCE

In compliance with governing laws and CSU policy, Auxiliary shall confirm that background checks are completed for all new hires and for those independent contractors, consultants, outside entities, volunteers and existing employees in positions requiring background checks as set forth in CSU systemwide policy. Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by campus policy. (See HR 2016-08).

12. DISPOSITION OF ASSETS

Attached hereto as **Attachment 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed in accord with, CCR tit.5, §42600. Auxiliary agrees to maintain this provision as part of its Constitution or Articles of Incorporation. In the event the Auxiliary should change this provision to make other dispositions possible, this agreement shall terminate as of the date immediately preceding the date such change becomes.

The parties expressly agree that any funds set aside by Associated Students during the merger of the San Francisco State University Student Center with and into Auxiliary, dated June 14, 2014, and amended October 27, 2014, to address employee benefits obligations shall remain in trust to be available to cover any obligations as set out therein, as set out in Title V of the California Code of Regulations, Sec. 42600.

The parties also agree that prior to the disposition of assets, the Campus will contract with an actuary to determine the amount of any outstanding liabilities related to all benefits due and owing, or which may become due, to Auxiliary employees, retired employees or dependents to ensure the provision of any benefits to which these individuals may be entitled in the event of Auxiliary's dissolution. The Campus shall bear no responsibility for any such liability other than to set aside assets from Auxiliary for this purpose.

13. USE OF CAMPUS FACILITIES

Auxiliary may use those facilities identified for its use in a lease agreement executed between Campus and Auxiliary. If this Operating Agreement terminates or expires and is not renewed within 30 days of the expiration, the lease automatically terminates, unless extended in writing by the parties.

Auxiliary and Campus may agree that Auxiliary may use specified Campus facilities and resources for research projects and for institutes, workshops, and conferences only when such use does not interfere with the instructional program of Campus and upon the written approval from appropriate Campus administrators with such specific delegated authority. Auxiliary shall reimburse Campus for costs of any such use.

14. CONTRACTS FOR CAMPUS SERVICES

Auxiliary may contract with Campus for services to be performed by state employees for the benefit of Auxiliary. Any agreement must be documented in a written memorandum of understanding between Auxiliary and Campus. The memorandum of understanding shall among other things, specify the following: (a) full reimbursement to Campus for services performed by a state employee in accord with CCR tit.5, §42502(f); (b) Auxiliary must clearly identify the specific services to be provided by state employee, (c) Auxiliary must specify any performance measures used by Auxiliary to measure or evaluate the level of service; (d) Auxiliary must explicitly acknowledge that Auxiliary does not retain the right to hire, supervise or otherwise determine how to fulfill the obligations of the Campus to provide the specified services to Auxiliary.

15. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and Campus policy on expenditure of funds including, but not limited to, CSU guidelines for the disposition of revenues in excess of expenses and CSU policies on maintaining appropriate reserves. Cal. Educ. Code §89904; Executive Order 1059.

16. FINANCIAL CONTROLS

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with ICSUAM §13680. CCR tit. 5, §42502(g) and (h).

17. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

Auxiliary agrees, if authorized to do so in Section 2 above, that it will accept and administer gifts, grants, contracts, scholarships, loan funds, fellowships, bequests, and devises in accordance with policies of CSU and Campus.

A. Authority to Accept Gifts

If authorized, Auxiliary may evaluate and accept gifts, bequests and personal property on behalf of CSU. In acting pursuant to this delegation, due diligence shall be performed to ensure that all gifts accepted will aid in carrying out the CSU mission as specified in Education Code §§89720 and 66010.4(b).

Auxiliary agrees, before accepting gifts of real estate or gifts with any restrictive terms or conditions that impose an obligation on CSU or the State of California to expend resources in addition to the gift, to obtain written approval from the appropriate campus authority. Auxiliary agrees that it will not accept a gift that has any restriction that is unlawful.

Campus Designation of Authority to Auxiliary re: Administration of Grants and Contracts is attached as **Attachment 4**.

B. Reporting Standards

Gifts shall be recorded in compliance with the Council for Advancement and Support of Education and California State University reporting standards and shall be reported to the Chancellor's Office on an annual basis in accordance with Education Code §89720.

18. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent campuses and the State of California, collectively "CSU indemnified parties" from any and all loss, damage, or liability that may be suffered or incurred by CSU indemnified parties, caused by, arising out of, or in any way connected with the operation of Auxiliary as an auxiliary organization.

19. INSURANCE

Auxiliary shall maintain insurance protecting the CSU and Campus as provided in this section. CSU's Systemwide Office of Risk Management shall establish minimum insurance requirements for auxiliaries, based on the insurance requirements in [Technical Letter RM 2012-01](#) or its successor then in effect. Auxiliary agrees to maintain at least these minimum insurance requirements.

Auxiliary's participation in a coverage program of the California State University Risk Management Authority (CSURMA) shall fully comply with the insurance requirement for each type of required coverage (which may include but not be limited to, general liability, auto liability, directors and officers liability, fiduciary liability, professional liability, employer's liability, pollution liability, workers' compensation, fidelity, property and any other coverage necessary based on Auxiliary's operations). Auxiliary shall ensure that CSU and Campus are named as additional insured or loss payee as its interests may appear.

20. NOTICES

All notices required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed to all parties as provided below.

Notice to Auxiliary shall be addressed as follows:

Associated Students of San Francisco State University
1650 Holloway Avenue, C 134
San Francisco, CA 94132
Attention: Executive Director

Notice to the CSU shall be addressed to:

Trustees of the California State University
401 Golden Shore
Long Beach, California 90802
Attention: Director, Contract Services & Procurement

Notice to the Campus shall be addressed as follows:

Office of the President
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

21. AMENDMENT

This agreement may be amended only in writing signed by an authorized representative of all parties.

22. RECORDS

Auxiliary shall maintain adequate records and shall submit periodic reports as required by CSU showing the operation and financial status of Auxiliary. The records and reports shall cover all activities of Auxiliary whether pursuant to this agreement or otherwise.

23. TERMINATION

CSU may terminate this agreement upon Auxiliary's breach of or failure to comply with any term of this agreement by providing Auxiliary with a minimum of ninety (90) days advance written notice. Auxiliary may use the ninety-day advance notice period to cure the breach. If, in the judgment of CSU, the breach has been cured, the termination notice will be cancelled.

24. REMEDIES UPON TERMINATION

Termination by CSU of this agreement pursuant to Section 23, *Termination*, may result in Auxiliary's removal, suspension or probation as a CSU auxiliary in good standing, and loss of any right for Auxiliary to use the name, resources or facilities of CSU or any of its campuses.

Upon expiration of the term of this agreement, the parties shall have 30 days to enter into a new operating agreement which period may be extended by written mutual agreement.

25. SEVERABILITY

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be

deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

26. LEASE OF PREMISES

A. The parties have entered into two facilities leases, copies of which are attached as Attachments 4 and 5 hereto. The two leases are described for purposes of reference in paragraphs 24 B. and 24 C. below. **These should be 26 B. and 26 C. Would you like me to mark this up when I have it signed?**

B. The first lease involves a building with a gross square footage of 22,447 square feet (consisting of 11,572 square feet of building site and 10,875 of adjoining outdoor play-yard areas) located at 1 State Drive, San Francisco, CA 94132. (**Attachment 5**).

C. The second lease involves portions of a building known as the Cesar Chavez Student Center, with gross square footage of 41,000, located at 1650 Holloway Avenue, San Francisco, CA 94132. (**Attachment 6**).

27. USE OF PREMISES

A. Auxiliary may occupy, operate, and use the leased properties only in connection with the following functions and activities in accordance with the terms of this agreement and as more fully set forth in the lease agreements:

- 1) Operating and maintaining a student union facility for the students, faculty, staff, alumni, and guests of the campus.
- 2) Operating a child care center for early childhood education.

B. Auxiliary shall use the leased properties only for functions and activities that are consistent with the Functions established in Section 2 and guidelines, policies, and facility leases that have been or may hereafter be adopted by CSU or entered into between the parties.

28. CONSIDERATION

A. Auxiliary shall operate as an auxiliary organization as set forth in this agreement.

B. Auxiliary shall manage and operate the student union facilities in accordance with the bond indenture, the policies of the CSU, Campus, this agreement, and for the benefit of Campus.

29. APPLICATION OF STUDENT UNION FEES

A. Pursuant to the CSU Systemwide Revenue Bond program, retirement of the debt incurred by CSU for the construction of the student union is to come from a mandatory

student union fee to be paid by all enrolled students. After required funds have been set aside for debt service and all reserves, CSU agrees to make available to Auxiliary any remaining funds, as authorized by Education Code, Section 90076. CSU agrees to transfer such funds, if any, in the Student Union Net Revenue Fund account and/or applicable Trust Fund account, in the following circumstances:

- 1) Auxiliary shall be entitled to a transfer of funds as required for operating purposes. The transfer for operating purposes will be based on needs as shown in the operating budget and approved by the campus' Chief Financial Officer or designated staff subject to the availability of such funds.
- 2) Additional transfers of revenue may be made for extraordinary expenses as requested by Auxiliary and approved by the campus' Chief Financial Officer or designated staff, subject to the availability of funds.

B. This Section shall be subject to and construed in conformity with the Indenture of the Trustees of the CSU adopted April 1, 2002 authorizing the issuance of Systemwide Revenue Bonds and made a part of this agreement.

30. BUILDINGS, SIGNS, FIXTURES, AND EQUIPMENT

During the term of this Agreement, Auxiliary shall have the right to erect, place, and attach buildings, fixtures, signs, and equipment in and upon the leased property. Plans and working drawings for buildings to be placed on the leased land shall have prior approval of CSU. The number, size, and location of signs are subject to prior written approval of the Campus. Fixtures, signs, and equipment so erected, placed, or attached by the Auxiliary shall be and remain the property of the Auxiliary and may be removed there from by the Auxiliary prior to the termination of this lease.

31. ALTERATIONS

The leased premises shall not be altered or changed in any manner or respect without the written consent of the Campus, and changes that may be authorized shall be made under the direction of the Campus and at the expense of Auxiliary. Permanent alterations shall have prior approval of Campus.

32. RIGHT OF ENTRY

It is understood and agreed that at any time CSU and its agents shall have the right to enter the leased premises or any part thereof for the purpose of examination or supervision.

Care, maintenance, and repair of the leased property shall be provided as follows:

A. Care and Maintenance: Auxiliary agrees to keep and maintain the leased property in a clean and orderly condition and shall at its own expense, at reasonably frequent intervals, and in a lawful manner dispose of all waste from the leased property.

B. Repairs: Auxiliary agrees to keep the leased premises in good repair.

33. RESTORATION OF PREMISES

Upon termination of this lease, CSU shall have the option to require Auxiliary, at its own expense and risk, to restore the demised premises as nearly as possible to the condition existing prior to the execution of the lease, with the exception of normal wear and tear.

But, if Auxiliary shall fail to do so within 90 days after CSU's option, CSU may restore the property at the risk of the Auxiliary and all costs and expenses of such removal or restoration shall be paid by Auxiliary upon demand of State. CSU shall have the right to exercise this option within 30 days after the expiration of this lease, but not thereafter.

34. MORTGAGES

Auxiliary shall not have the right to subject this lease to any mortgage, trust deed, or other security device without the written consent of CSU.

35. POSSESSORY INTEREST

The County Assessor may value the possessory interest created by this lease, or any subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The lessee is obligated to pay this property tax, and failure to do so may be considered a material breach of the lease."

36. ASSIGNMENTS OR SUBLEASE

Auxiliary shall not assign or sublease any part of the premises covered by this lease without the written permission of CSU.

CSU agrees, however, that Auxiliary may sublease any portion of the premises with the approval of the Campus. Substantial deviation from CSU's policy and model sub-leases requires the approval of the Campus.

Subleases may be written with terms in excess of this agreement: however, the continuation of the sublease past the term of this Agreement is contingent on this Agreement's renewal.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

Approved: 10/26/2022 | 9:03 AM PST San Francisco State University

DocuSigned by:
By Lynn Mahoney
Lynn Mahoney, President

Executed on 10/25/2022 | 5:55 PM PDT Associated Students of San Francisco State University

DocuSigned by:
By Pierre Sherrill II
Pierre Sherrill II, Executive Director

Executed on ** date, 201__

California State University
Office of the Chancellor
Contract Services and Procurement

By _____

DocuSigned by:
By Lynn Mahoney
Lynn Mahoney, President

Executed on 10/25/2022 | 5:55 PM PDT Associated Students of San Francisco State University

DocuSigned by:
By A. Pierre Sherrill II
A. Pierre Sherrill II, Executive Director

Executed on ~~** date, 201~~
12/9/22

California State University
Office of the Chancellor
Contract Services and Procurement
By Bradley Wells



CONFLICT OF INTEREST POLICY

I. SCOPE AND PURPOSE

This policy is created by the Board of Directors in accordance with Education Code, Sections 89906-89908 and California Corporation Code, Section 820, to protect against any potential conflict of interest that may occur between external entities ASI Executive Officers (elected or appointed) and ASI Employees with external entities.

II. AMENDMENTS

This policy may be amended by a 2/3 vote of the ASI Board of Directors.

III. REGULATIONS

- A. The legislature has established certain restrictions on governing board members that could result in or be perceived as a conflict of interest. These restrictions also extend to an entity with which a governing board member has a relationship. In general, the statutes prohibit a governing board member (either the member or the member in association with another entity) from having a financial interest or contract with the auxiliary organization they are serving.
- B. Under the California Corporation Code, Section 820, Directors, Officers and employees shall exercise their powers in good faith and with a view to the interest of the Corporation, therefore subordinating their individual and private interests to their duty with Corporation whenever the two parties' conflict.

IV. GUIDELINES

- A. All members of the ASI Board of Directors, standing committees, direct appointees of the Board, and employees shall not be financially interested in any contract or other transaction entered into by Associated Students. Any contract or transaction entered into in violation of this section is void.
- B. All members of the ASI Board of Directors, standing committees, direct appointees of the Board, and employees shall not utilize any confidential information and/or information not a matter of public record, which is received by him/her through their membership or employment with ASI for personal pecuniary gain.
 - i. All members of the ASI Board of Directors, standing committees, direct appointees of the Board, and employees shall not use ASI office facility, supplies, and assets in any way for the development, administration or advancement of any program(s), campaign(s), or activity(ies) which are not officially approved or sponsored (solely or in part) by Associated Students.
 - ii. All members of the ASI Board of Directors, standing committees, direct appointees of the Board, and employees may not endorse any candidate (local, state or national) using his/her title or position within the Associated Students organization.

- iii. All members of the ASI Board of Directors, standing committees, direct appointees of the Board, and employees shall fully disclose to the Board of Directors his/her involvement in any paid employment with any office, auxiliary organization, department or college of San Francisco State University.



ASSOCIATED STUDENTS
SAN FRANCISCO STATE UNIVERSITY

POLICY STATEMENT #309
APPROVED 07/12/2017

SOURCE AND USE OF PUBLIC RELATIONS FUNDS POLICY

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BACKGROUND AND PURPOSE

Title 5 of the California Code of Regulations, 42502(i), requires each auxiliary organization to maintain a policy on the “accumulation and use of public relations funds if such funds are obtained and used by the auxiliary organization to augment State appropriations for public relations.” The policy must include “...the policy and procedure on solicitation of funds, source of funds, amounts, and purpose for which the funds will be used, allowable expenditures, and procedures of control.”

Executive Order No. 761 prescribes rules and restrictions that apply to hospitality expenses and reimbursements for fund sources, including those held and administered by an auxiliary organization.

SOLICITATION AND ACCUMULATION OF PUBLIC RELATIONS FUNDS

Associated Students at San Francisco State University (“Auxiliary”) does not solicit public relations funds, and does not annually budget for funds to be available for public relations. Any Auxiliary funds used for public relations purposes are budgeted for annually and the budget is approved by the Board of Directors and University President.

SOURCE OF PUBLIC RELATIONS FUNDS

Public relations funds, when expended, may be sourced from Auxiliary-held Discretionary. These funds may be delivered from various sources including corporate auxiliary revenues, donations, or the proceeds from the sale of non-cash gifts made to the Auxiliary. Expenditures from Discretionary must clearly advance the objectives of the



campus and the California State University, and that are consistent with applicable procurement and accounting practices. In general, expenditures must be appropriate for campus authorized educational, social, development, hospitality, community and employee relations, employee business travel and related considerations, student aid, and for other purposes that benefit California State University or the campus.

PROCEDURES

Any expenditure of Auxiliary funds for purposes of public relations shall only be at the request of the Executive Director. The source of funds would be any Discretionary account that is available to the Executive Director. Consistent with sound purchasing policies and procedures, the request shall be accompanied by appropriate supporting documentation, with dates, purpose and individuals or groups involved, location, and amounts clearly stated, and any other requirements.

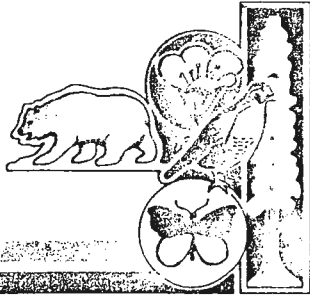
POLICY FILING

The Auxiliary shall file a copy of this Policy with the Chancellor's Office, as required by Title 5 of the California Code Regulations 42502(i).

SOURCE AND USE OF PUBLIC RELATIONS FUNDS POLICY APPROVAL AND REVISION HISTORY

Source and Use of Public Relations Funds Policy was Approved by the AS Board of Directors on 07/12/2017

A412122



State
of
California
OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

DEC 20 1991



March Fong Eu

Secretary of State

A412122

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
ASSOCIATED STUDENTS OF SAN FRANCISCO
STATE COLLEGE

ENDORSED
FILED
In the Office of the Secretary of State
of the State of California

DEC 6 1991

MARION FONZEU, Secretary of State

HATEM BAZIAN and MARK SALINAS certify that:

1. They are the President and Secretary respectively of the Associated Students of San Francisco State College, a California nonprofit, public benefit corporation.
2. The Preamble to the Articles of Incorporation of this Corporation which reads as follows is deleted:

We, the undersigned, citizens and residents of the State of California, and being the president, vice president, secretary and treasurer of the Associated Students of San Francisco State College, an unincorporated association, do, for and on behalf of said unincorporated association and pursuant to authorization first had and obtained from said association, associate ourselves together for the purpose of forming an educational and charitable non-profit corporation under the laws of the State of California, and particularly under the authority and pursuant to Title XII, Part Four, Division One, of the Civil Code of the State of California, and do hereby adopt the following articles of incorporation for the purpose of incorporating said existing unincorporated association named the Associated Students of San Francisco State College.

3. Article FIRST of the Articles of Incorporation of this Corporation is amended to read as follows:

That the name of this corporation shall be:

ASSOCIATED STUDENTS OF SAN FRANCISCO STATE
UNIVERSITY

4. Subsection (j) of Article SECOND of the Articles of Incorporation of this Corporation is amended to read as follows:

To exercise and enjoy all rights, powers and privileges granted by the laws of the State of California to corporations of this character as are in force from time to time, including all powers

granted to such corporations by any and all acts heretofore or hereafter amendatory or supplemental to any of such laws now in effect, and the enumeration of said powers as herein specified, shall not be construed to exclude or waive any of the powers, rights or privileges granted or conferred by said laws now or hereafter in force.

5. Subsection (k) of Article SECOND of the Articles of Incorporation of this Corporation which reads as follows is deleted:

To exercise and enjoy all rights, powers and privileges granted by the laws of the State of California to corporations of this character as are in force from time to time, including all powers granted to such corporations by any and all acts heretofore or hereafter amendatory or supplemental to any of such laws now in effect, and the enumeration of said powers as herein specified, shall not be construed to exclude or waive any of the powers, rights or privileges granted or conferred by said laws now or hereafter in force.

6. Article THIRD of the Articles of Incorporation of this Corporation is amended to read as follows:

This corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and does not contemplate the distribution of gains, profits or dividends to its members or to any member, director or officer. The property, assets, profits, and net income of this corporation are irrevocably dedicated to the charitable purposes set forth in Article Second.

Upon dissolution of this corporation net assets other than trust funds shall be distributed to one or more nonprofit corporations organized and operated for the benefit of San Francisco State University, or the students, or the students and faculty at that University, such corporation or corporations to be selected by the Board of Directors, subject to approval by the President and the Board of Trustees pursuant to Section 42600(b) of the California Code of Regulations, Title 5. Such nonprofit corporation or corporations must be qualified for Federal income tax exemption under Sections 501(a) and 501(c)(3) of the United States Internal Revenue Code of 1986 and be organized and operated exclusively for educational purposes. If upon dissolution, this corporation holds any assets

in trust, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the County in which this corporation's principal office is located upon petition therefor by the Attorney General or by any person concerned in the liquidation. In no event shall any assets be distributed to any member, director, or officer of this corporation.

7. Article FOURTH of the Articles of Incorporation is amended to read as follows:

The number of directors, the manner in which they shall be chosen and removed from office, their qualifications, powers, duties, and tenure of office, the manner of filling vacancies on the Board, and the manner of calling and holding meetings of directors, shall be as stated in the Bylaws. All provisions relating to the members of this corporation shall also be as stated in the Bylaws.

8. Article FIFTH of the Articles of Incorporation of this Corporation is added to read as follows:

Amendments to these Articles of Incorporation shall be approved by a two-thirds (2/3) vote of the Board of Directors and by a two-thirds (2/3) vote of those members voting in a referendum held for that purpose.

9. Article SIXTH of the Articles of Incorporation of this Corporation is amended to read as follows:

In accordance with the provisions of Section 9913 of the California Corporations Code, this corporation elects to be governed by all of the provisions of the California Nonprofit Public Benefit Corporation Law not otherwise applicable to this corporation under Sections 9910-9927 of the Code.

10. Article SEVENTH of the Articles of Incorporation of this Corporation is amended to read as follows:

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

- 11. Article EIGHTH of the Articles of Incorporation of this Corporation which reads as follows is deleted:

That this corporation is incorporated under the provision of Title XII, Part Four, Division One, of the Civil Code of the State of California, and shall have and possess all rights and powers authorized thereunder at present and by amendment thereto during the existence of this corporation, including the power to acquire, subscribe for, hold, own, pledge, and otherwise dispose of and vote shares of stock, bonds, and securities of any other corporation, domestic or foreign, when necessary or expedient for the administration of the affairs or attainment of the purposes of this corporation.

- 12. The foregoing amendments of the Articles of Incorporation have been duly approved by the Board of Directors.
- 13. The foregoing amendments of the Articles of Incorporation have been duly approved by the required vote of the members.



 HATEM BAZIAN, President




 MARK SALINAS, Secretary

VERIFICATION

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing Certificate are true and correct of his own knowledge.

Executed at San Francisco, California
 on November 29, 1991



 HATEM BAZIAN, President



 MARK SALINAS, Secretary

Attachment 4
Administration of Grants and Contracts
Addendum to Auxiliary Operating Agreement
Between Trustees of the California State University,
San Francisco State University
And
Associated Students of San Francisco State University

This is an addendum to the Operating Agreement between the Trustees of the California State University (CSU) and Associated Students (Auxiliary) serving San Francisco State University (Campus), effective from August 1, 2022 through July 31, 2032, and authorizes the Auxiliary to perform the function “7. Externally Funded Projects Including Research, Workshops, Conferences and Institutes” as specified in 5 CCR (California Code of Regulations) 42500.

With this addendum, Campus designates Auxiliary as:


- The primary Sponsored Program Administrator (SPA) for the Campus;
- A SPA for specific types of grants and contracts for Auxiliary primary business purpose.¹
[Campus may include examples]

Auxiliary will ensure that all proposals for external funding are reviewed by the President or designees to provide programmatic and fiscal written approval in accordance with CSU systemwide policy, [ICSUAM 11002.01](#) (formerly [EO 890](#)).²

Auxiliary, when acting as SPA, agrees to provide grant and contract administration services in compliance with all CSU (see [ICSUAM](#), Section 11000), Campus and Auxiliary policies related to sponsored program administration, federal and state regulations and funding agency (sponsor) regulations and guidelines.

Approved:

San Francisco State University

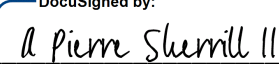
DocuSigned by:


Lynn Mahoney
President

10/26/2022 | 9:03 AM PDT

Date

Associated Students of San Francisco State University

DocuSigned by:


A. Pierre Sherrill II

10/25/2022 | 5:55 PM PDT

Date

¹ For example: certain grants may be awarded to the associated students (AS) auxiliary that directly support AS programs; or a non-profit foundation may require the grant recipient to be qualified under a particular IRS code, such as 501(c)(3) or its subsections. In either case, the auxiliary accepting the grant may choose to enter into an agreement with the Campus primary SPA for more effective grant administration.

² ICSUAM Policy 11002.01 incorporates the relevant policy sections from EO890, including proposal review and approval requirements. EO890 is superseded by ICSUAM Section 11000 et al.

Executive Director

**FACILITY LEASE
BETWEEN TRUSTEES AND
SUPPORT SERVICES ORGANIZATION**

Pursuant to Section 89046 of the Education Code and Section 42601 of Title 5, California Code of Regulations, the Trustees of The California State University, by their duly qualified and acting officer, hereinafter called Trustees, hereby lease to Associated Students of San Francisco State University, hereinafter called Lessee, and Lessee hires from Trustees those certain premises described as follows:

The facility known as the Associated Students Early Childhood Education Center consisting of the building and adjacent grounds as more specifically described in Exhibit A hereto.

Subject to:

- I. The use of the property for civil defense purposes or in the event of a State or national emergency.
2. Unanticipated need of Trustees to meet the demands of the educational objectives of the University. The right to the use of any property included in this lease shall cease upon written notice by the President of the campus to Lessee that the property is needed for the exclusive use of Trustees.
3. Its primary activity generally can be classified as "Early Childhood Education Center serving San Francisco State University students, faculty and staff and community."

In carrying out this activity, the Auxiliary engages in the following functions authorized by Section 42500, Title 5, CCR, which are activities essential and integral to the educational mission of the University:

1. Early childhood education center serving San Francisco State University students, faculty and staff and community
2. Operation and maintenance of childcare facility in accordance with CSU, municipal, and state regulatory law.

I. Term of Lease

The lease is for the term beginning on the 1st day of August 2022, and ending on the 30th day of July 2027, unless sooner terminated as herein provided.

II. Use of Premises

Lessee shall operate the Premises solely as an early childhood education center serving San Francisco State University students, faculty, staff and community.

III. Campus Oversight and Operational Review

The responsibility and authority, outlined herein, of the campus president regarding auxiliary organizations is outlined in Title 5 Section 42402, which in part requires that auxiliary organizations operate in conformity with policy of the Board of Trustees and the campus.

IV. Conformance with State Law

During the term of this lease, Lessee shall operate the described premises in conformance with all applicable policies of Trustees and of the campus which are currently in effect or which may be adopted hereafter. Further, Lessee agrees to operate as an Auxiliary Organization in good standing.

Violation of this section shall subject Lessee to termination of this lease unless the violation is corrected within 30 days of written notice from the Trustees.

V. Buildings, Signs, Fixtures, and Equipment

During the term of the lease, Lessee shall have the right to erect, place, and attach additional buildings, fixtures, signs, and equipment. Plans and working drawings for buildings to be placed upon the leased land shall have prior approval of the President. The number, size, and location of signs is subject to prior written approval of the campus President. Fixtures, signs, and equipment so erected, placed, or attached by Lessee after the commencement of this Lease shall become the property of the Trustees and may be removed there from by Lessee upon the termination of this lease only with the prior agreement of the Trustees.

VI. Alterations

The leased premises shall not be altered or changed in any manner or respect without the written consent of the campus President or his designee, and changes that may be authorized shall be made under the direction of the President or his designee and at the expense of Lessee. Permanent alterations shall have prior approval of Trustees.

VII. Right of Entry

It is understood and agreed that at any time Trustees and its agents shall have the right to enter the leased premises or any part thereof for the purpose of examination or supervision.

VIII. Charges for Services Provided by the State

Based on a fair exchange of value concept the ECEC programs utilizing the ECEC building are deemed to be offsetting to any requirement of rental expense. This fair exchange of value determination excludes any expense related to the care and maintenance, insurance and or other non-lease related items. This fair exchange of value is to be reviewed on an as needed basis.

IX Care, Maintenance, and Repair

Care, maintenance, and repair of the leased property shall be provided as follows.

- I. Care and Maintenance: Lessee agrees to keep and maintain the leased property in a clean and orderly condition and shall at its own expense, at reasonably frequent intervals, and in a lawful manner dispose of all waste from the leased property.
2. Repairs: Lessee agrees to keep the leased premises in good repair, and shall be responsible for the repair at its sole cost of any damage to the Premises caused by its agents or invitees hereunder. Such repairs shall be performed in a timely manner and commensurate with the standards of maintenance performed by the Lessee.
3. Repair and Replacement Fund: Lessee shall maintain a Repair and Replacement Fund sufficient to cover the cost of routine and extraordinary maintenance items as well as replacement of major building systems and/or to partially defray the cost of building replacement.

X. Insurance

- A. Lessee shall maintain in force during the term of this Agreement and all extensions thereof liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee, its agents, representatives, employees or subcontractors.
- B. Minimum Scope of Insurance
Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office Business Auto Coverage form number CA 0001, code

1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. "All Risk" Property Insurance with applicable limits for all property that the Lessor has an insurable interest in.

C. Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Property Insurance: Full replacement of insured property.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Trustees. At the option of the Trustees, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Trustees, its trustees, officers, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Trustees guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The California State University, San Francisco State University, their trustees, officers, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Lessee's insurance coverage shall be

primary insurance as respects The California State University, San Francisco State University, their trustees, officers, employees, and volunteers. Any insurance or self insurance maintained by the Campus, its trustees, officers, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Trustees.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current AM. Best's rating of no less than A:VII.

G. Verification of Coverage

Lessee shall furnish the Trustees with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Trustees or on other than the Trustees' forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Trustees before work commences. The Trustees reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

H. Subcontractors

Lessee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

XI. Indemnification

Lessee agrees to indemnify, defend, and save harmless the Trustees and the State of California and their officers, agents, and employees from any and all loss, damage, or liability that may be suffered or incurred which arises out of or is in any way connected with the use of the leased premises herein described by Lessee.

XII. Termination

This lease may be terminated upon any of the following occurrences:

1. Expiration of the lease term set forth in Section II.
2. Violation of Section IV or any other substantial provision of this lease.

3. Administrative necessity as set forth in Section I.
4. Cessation of operations of Lessee.

XIII. Holding Over

Should Lessee hold over after the expiration of the term hereof with the express or implied consent of Trustees, such holding over shall be on a month-to-month basis subject to the terms and conditions of this lease.

XIV. Restoration of Premises

Upon termination of this lease, Trustees shall not have the option to require Lessee, at its own expense and risk, to restore the demised premises to the condition existing prior to the execution of the lease.

XV. Mortgages

Lessee shall not have the right to subject this lease to any mortgage, trust deed, or other security device without the written consent of Trustees.

XVI. Amendments

This lease may not be amended, changed, modified, or altered without the written consent of Trustees.

XVII. Assignment or Sublease

This lease is not assignable by Lessee either in whole or in part, nor shall Lessee sublet the lease premises or any part thereof without written permission of Trustees.

XVIII. Notices

All notice herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as herein provided.

Notice to Lessee shall be addressed as follows:

Associated Students of San Francisco State University Attn:
A. Pierre Sherrill II
Executive Director
1600 Holloway Ave.

San Francisco, CA 94132 With

a copy to:


San Francisco State University
Auxiliary Business Systems Attn:
Tammie Ridgell, Director 1600
Holloway Ave.
San Francisco, CA 94132

Notice to Trustees shall be addressed to:

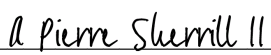
San Francisco State University
Attn: Steven Chang, Interim Director of Procurement
1600 Holloway Ave., Corp Yard 140
San Francisco, CA 94132

IN WITNESS WHEREOF, this lease/agreement has been executed in quadruplicate by the parties hereto as of the date first above written.

Executed on 10/24/2022 | 3:45 PM PDT
, 2022.

DocuSigned by:

A5731B9C23514E6...

Executed on 10/24/2022 | 3:51 PM PDT
, 2022.

DocuSigned by:

6A37318A45E141E...

**LEASE BETWEEN
TRUSTEES AND ASSOCIATED STUDENTS OF SAN FRANCISCO STATE
UNIVERSITY
Cesar Chavez Student Center**

This lease is made and entered into by and between the Trustees of the California State University ("Trustees"), which is the State of California acting in a higher education capacity, on behalf of San Francisco State University "SFSU") and Associated Students of San Francisco State University ("AS"), a California nonprofit public benefit corporation, which serves as an auxiliary organization of SFSU.

I. Term

The term of this lease shall be July 1, 2019 through June 30, 2023, unless sooner terminated as herein provided. This lease is subject to:

- a. The use of the property for civil defense purposes, or in the event of a local, state or national emergency.
- b. An unanticipated need of SFSU to meet the demands of the educational objectives of SFSU. The right to the use of any property included in this lease shall cease upon written notice by the SFSU President to AS that the property is needed for the exclusive use of SFSU.

II. Premises

AS hereby leases the Premises (as defined below) from SFSU and SFSU leases to AS the Premises. The Premises is certain portions of the Cesar Chavez Student Center ("Student Center"), located at 1650 Holloway Avenue, in San Francisco, California and on the campus of San Francisco State University, as set out in Exhibit A, attached herewith.

SFSU enters into two leases contemporaneously, each for a portion of the Student Center. In addition to this lease with AS, SFSU enters into a lease with University Corporation ("UCorp"), a California nonprofit, public benefit California corporation, for other portions of the Student Center. In sum, SFSU's two leases include the majority of the Student Center, with the exception of those areas identified as "common areas", SFSU "facilities" areas and the immediate environs, including plazas directly to the east, north, west and south of the building, and building attached exterior stairwells, as delineated by the closest paved path around the building site. SFSU maintains possession and control of these areas for the benefit of its two lessees: AS and UCorp. Notwithstanding SFSU's possession and control of these areas throughout and around the building, both master lessees, AS and UCorp recognize that their respective leaseholds are supported by the provision, maintenance and upkeep of these areas.

III. Consideration

The Premises is leased to AS in consideration of the benefit provided to the Trustees by AS in support of the students, faculty and staff of San Francisco SFSU University SFSU.

IV. Purpose

The purpose of this lease is to set forth the terms and conditions under which the AS may operate and sublease designated campus facilities contained within the Student Center on the SFSU campus. The Student Center is a building of the California SFSU University, and as such, its use and operations are regulated by applicable CSU and SFSU executive orders, directives and policies. In entering this lease and pursuant to the Education Code and Title 5, Trustees find that certain functions important to the mission of the California SFSU University are more effectively accomplished by the use of an auxiliary organization rather than usual state procedures. This lease is not intended to alter the operating agreement by and between the parties but rather to establish the terms of use and means of operating the Premises and the Student Center.

V. Function

AS, pursuant to section 42500 of title 5 of the California Code of Regulations, hereby agrees, for the period covered by this lease, to provide within the Premises appropriate facilities and services for cultural, social and professional activities of students, staff, faculty and alumni. AS may also maintain space from among its leased spaces for offices related to supporting all of these endeavors. AS operations under this lease shall be integrated with campus operations so as to assure compliance with objectives stated in section 42401 of title 5 of the California Code of Regulations.

VI. Compliance with Applicable Regulations & Policies

The activities and operations undertaken by AS its agents, sublessees, contractors, employees, licensees or invitees shall remain in compliance with all applicable federal, SFSU and SFSU regulations and policies.

VII. Charges for Services Provided by the SFSU

AS shall reimburse SFSU for expenditures incurred by SFSU as a result of activities of AS under the terms of this lease. This reimbursement shall include but not be limited to utility costs not paid by AS, maintenance and repair costs, and pro-rata share of custodial services and supplies required for maintenance of common areas of the Student Center. Said reimbursement shall be computed on a simple but equitable basis.

VIII. Joint Use and Operation of the Student Center

AS is responsible for maintaining and ensuring the cleanliness of the Premises.

SFSU, AS and UCorp, have entered into an agreement entitled "Memorandum of

Understanding: Use and Operation of the Cesar Chavez Student Center" attached herewith as Exhibit B, and incorporated herein by reference.

IX. Hazardous Materials

Neither AS nor its agents, sublessees, contractors, employees, licensees or invitees of each of them shall at any time handle, use, manufacture, store or dispose of in or about the Student Center any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"). AS shall protect, defend, indemnify and hold SFSU harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of AS to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Student Center by AS or its agents, sublessees, contractors, employees, licensees or invitees of any Hazardous Materials, or by reason of any actual or asserted failure of AS to keep, observe, or perform any provision of this paragraph.

Notwithstanding the foregoing, and subject to SFSU's prior consent, AS and/ or its agents, sublessees, contractors, employees, licensees or invitees may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides and small containers of cleaning products, toner for copiers, paints, paint remover, batteries, light bulbs and the like) to the extent customary and necessary for the operation and use of the Premises; provided that AS or its agents, sublessees, contractors, employees, licensees or invitees shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, and appurtenant land or the environment.

X. INDEMNIFICATION

SFSU shall not be liable and AS hereby waives any and all claims against SFSU for any damage to any property or any injury to any person in or about the Premises, and those spaces in the Stud_ent Center that are not part of the Premises or of AS's leasehold, by or from any cause whatsoever, except that caused by or arising from the sole gross negligence or willful

misconduct of SFSU or their respective agents, employees or contractors. AS shall protect, indemnify and hold SFSU harmless from and against any and all losses, claims, liabilities and/or costs (including court costs and attorney's fees) (a) incurred in the Premises, and (b))ncurred in those spaces in the Student Center that are not part of the Premises or of UCORP's leasehold provided, however, ASI shall have no obligation to protect, indemnify and hold SFSU harmless for any losses, claims, liabilities and/or costs (including court costs and attorney's fees) caused by or arising from the sole gross negligence or willful misconduct of SFSU or their respective agents, employees or contractors. The provisions of this Article shall survive the termination of this lease with respect to any claims, liabilities and/or costs (including court costs and attorney's fees) accruing prior to such termination. SFSU will retain liability for all workers' compensation claims arising from its personnel at the premises.

XI. INSURANCE

A. SFSU enters into two leases contemporaneously, each for a portion of the Student Center. In addition to this lease with AS, SFSU enters into a lease with UCorp for other portions of the Student Center. In sum, SFSU's two leases include the majority of the Student Center's facilities, with the exception of those areas identified as "common areas" or SFSU "facilities" areas". SFSU maintains possession and control of these areas for the benefit of its two lessees: AS and UCorp.

B. In addition to insuring the Premises, AS expressly agrees to maintain premises liability insurance for the entirety of the Student Center, its immediate environs, including plazas directly to the east, north, west and south of the building, and building attached exterior stairwells, as delineated by the closest paved path around the building site. It is the parties mutual understanding that Ucorp has also agreed do the same, so that UCORP and AS will jointly and severally insure those spaces in the Student Center that are not part of the Premises or of UCORP's leasehold. AS agrees to this term given that SFSU maintains possession and control of these areas for its benefit.

C. AS shall keep in force throughout the term of this lease:

1. Commercial General Liability insurance to protect AS and SFSU and the employees, agents and volunteers of each of them against any liability to the public or to any invitee of AS incidental to the use of or resulting from any accident or injury occurring in or upon the Student Center with a limit of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the annual aggregate, or such larger amount as SFSU may require from time to time, covering bodily injury, personal injury and property damage liability and \$1,000,000 products/completed operations aggregate;
2. Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per accident;

3. insurance protecting against liability under Worker's Compensation Laws with limits at least as required by statute;
4. Employers Liability with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease - each employee;
5. All Risk or Special Form coverage protecting AS against loss of or damage to AS's alterations, additions, improvements, carpeting, floor coverings, panelings, decorations, fixtures, inventory and other business personal property situated in or about the Student Center to the full replacement value of the property so insured; and,
6. Business Interruption Insurance with limit of liability representing loss of at least approximately six months of income.

D. Each of the aforesaid policies shall

1. be provided at AS's expense;
2. name SFSU and, if applicable, SFSU's mortgagee as additional insureds;
3. be issued by an insurance company with a minimum Best's rating of "A:VII" during the Term; and
4. provide that said insurance shall not be cancelled unless thirty (30) days prior written notice (ten (10) days for non-payment of premium) shall have been given to SFSU; and said policy or policies or certificates thereof shall be delivered to SFSU by AS upon the Commencement Date and at least thirty (30) days prior to each renewal of said insurance.

E. The insurance requirements in this lease may be satisfied by a reasonably equivalent program of insurance and/or self-insurance, as approved by SFSU and maintained by the CSURMA AORMA programs.

XII. WAIVER OF SUBROGATION

AS and SFSU hereby mutually waive their respective rights of recovery against each other for any losses incurred in or about the Premises, and those spaces in the Student Center that are not part of the Premises or of UCorp's leasehold. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

XIII. REMEDIES ON TERMINATION OR BREACH

Failure of AS to comply with any terms of this lease may result in the limitation or removal of AS's right to utilize the Premises.

XIV. FAIR EMPLOYMENT PRACTICES

In the performance of this lease, AS, its agents, sublessees, contractors, or licensees shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, sexual orientation, marital status, pregnancy, age, physical or mental disability, medical condition, or veteran's status. AS shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by SFSU.

XV. SIGNS, FIXTURES, EQUIPMENT & ALTERATIONS

During the term of this lease, AS shall have the right to place and attach fixtures, signs and equipment in and upon the Premises. Plans and working drawings, the number, size and location of signs is subject to prior written approval of SFSU. Fixtures, signs, and equipment placed or attached by AS shall be and remain the property of AS and may be removed therefrom by AS prior to the termination of this lease.

Premises shall not be altered or changed in any manner or respect without written consent of SFSU, and changes that may be authorized shall be made under the direction of SFSU and at the expense of AS. Permanent alterations shall have prior approval of SFSU.

XVI. RIGHT OF ENTRY

It is understood and agreed that at any time SFSU and its agents shall have the right to enter the le-a5ea Premises or any part thereof for the purpose of examination or supervision.

XVII. CARE, MAINTENANCE & REPAIR AND RESTORATION OF PREMISES

AS agrees to keep and maintain the leased space in a clean and orderly condition, and shall at its own cost, at reasonably frequent intervals, and in a lawful manner, dispose of all waste from the Premises. Furthermore, AS agrees to keep the leased premises in good repair.

Upon termination of this lease, SFSU shall have the option to require AS, at its own cost and risk, to restore the demised Premises, as nearly as possible to the condition existing prior to the execution of the lease, with the exception of normal wear and tear. But if AS shall fail to do so within 90 days after SFSU's option, SFSU may restore the property at the risk of AS and all costs and expenses of such removal or restoration shall be paid by AS upon demand of SFSU. SFSU shall have the right to exercise this option within 30 days after expiration of this lease, but not thereafter.

XVIII. MORTGAGES

AS shall not have the right to subject this lease to any mortgage, trust deed, or other security device without written consent of SFSU.

XIX. POSSESSORY INTEREST

The San Francisco County Assessor may value the possessory interest created by any subleases initiated by AS under the terms of this lease. Under California Revenue & Taxation Code section 107, a property interest tax may be levied on that possessory interest. AS will ensure that all sublessees are aware of their potential obligation to pay this property tax, and that failure to do so may be considered a material breach of their sublease.

XX. ASSIGNMENTS OR SUBLEASE

AS shall not assign any part of the premises covered by this lease without the written permission of SFSU. SFSU agrees that AS may sublease any portion of the premises consistent with the purpose of AS's lease. AS is expressly prohibited from offering a sublease term with an interest that extends beyond the term of this lease or AS's operating agreement between Trustees & Auxiliary .

XXI. AMERICANS WITH DISABILITIES ACT

AS assures SFSU that it complies with the Americans with Disabilities Act (ADA) of 1990, wherever applicable. The ADA prohibits discrimination on the basis of disability.

XXI. NOTICES

All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United SFSUs mail, certified and postage prepaid and addressed as herein provided:

To AS:

Tonee Sherrill, Executive Director
Associated Students of San Francisco SFSU University
1650 Holloway Avenue,
San Francisco, CA 94132

To Trustees:

Trustees of the California State University
401 Golden Shore
Long Beach, CA 90802
ATTN: Contract Services & Procurement

To SFSU:
Steven Chang
Interim Director, Procurement
San Francisco SFSU University
1600 Holloway Avenue
San Francisco, CA 94132

IN WITNESS WHEREOF, this lease has been executed by the parties hereto.

Executed on 10/24/2022 | 3:45 PM PDT 2022

DocuSigned by:
Yuri Kasinsky
A5731B9C23514E6...

Executed on 10/24/2022 | 3:51 PM PDT 2022

DocuSigned by:
A Pierre Sherrill II
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Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between San Francisco State University ("SFSU" or "Lessor"); Associated Students, Inc., a California nonprofit corporation ("ASI" or "Lessee"); and University Corporation, San Francisco State, a California nonprofit corporation ("UCorp" or "Lessee") on this 5th day of June 2014 with respect to the use and arrangements between and among the parties hereto regarding the Cesar Chavez Student Center ("Center").

The terms set forth herein are in addition to those set out in the respective lease agreements by and between any of the parties hereto regarding the Center. This MOU is incorporated therein by reference, as is this MOU incorporated into each of those said leases.

Background and Intent

In October 2013, the University informed the San Francisco State University Student Center that it would not renew its operating agreement and lease. The university's decision in this regard was made in support of campus-wide deliberations related to the creation of one enhanced student auxiliary, which would merge the Student Center auxiliary into and with Associated Students.

As part of this consolidation, effective July 1, 2014, SFSU will undertake maintenance, management and operation of the Cesar Chavez Student Center. Lessor will lease certain spaces within the Center to UCorp and certain other spaces to ASI. UCorp's leasehold will be for the purpose of providing commercial operations to the campus community; ASI's leasehold will be for the purpose of supporting student programs, student government, and for providing meeting and activity space for the campus community. Other parts of the Center will remain under the purview of SFSU and will be maintained as common areas or areas for the use of SFSU related to building operations.

As it pertains to the Student Center building, it is the intent of all parties to this agreement to continue to operate the facility in a manner conducive to the role of a Student Union/ Center on a college campus/ University such as:

- a) serve as a space which complements the academic experience through an extensive variety of cultural, educational, social and recreational programs
- b) through volunteerism, its boards, committees, and student employment, to continue to offer a first-hand experience in citizenship, and educate students in leadership, social responsibilities and values
- c) in all its processes, to encourage self-directed activity, giving maximum opportunity for self-realization, and growth in individual social competency and group effectiveness
- d) serve as a gathering place of SFSU community, to providing services and conveniences that members of our community need in their daily lives
- e) create an environment for getting to know and understand others through formal and informal associations

- f) serve as a unifying force that honors each individual and values diversity and
- g) to continue to foster a sense of community that cultivates enduring loyalty to San Francisco State University.

This MOU sets out and defines the parties' expectations and obligations with respect to the joint use of the facility. In consideration for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set out below:

General Terms of Building Use

The Center is a building of the California State University, and as such, its use and operations are regulated by applicable CSU and SFSU executive orders, directives and policies, all of which are incorporated herein by reference. These include, but are not limited to the following: University Executive Directive 89-13, as amended ("Time, Place, Manner: Use of Building and Grounds").

Use of Spaces Leased by ASI

ASI Office Space

Those spaces identified in Attachment I1 and denoted as ASI office spaces shall be used only as business offices for ASI and for non-commercial programs and for no other purpose. Moreover, ASI agrees that the portions of those spaces identified in Attachment I1, and denoted as "student organization" offices shall be used only for student organization offices by student organizations that are officially recognized by San Francisco State University and considered part of ASI and by no other persons or entities.

ASI Programmatic Space

Those spaces identified in Attachment I1, and denoted as ASI programmatic spaces shall be used for those purposes deemed by ASI as in furtherance of its mission, and non-commercial in nature.

Room & Common Area Scheduling

For scheduling purposes, ASI will maintain an inventory of spaces available for use within the Center from those spaces assigned to ASI in Attachment I1. ASI will manage the schedule based on policies that are consistent with those set out in Attachment I2: "Cesar Chavez Student Center Room Reservation and Event Planning Handbook." ASI shall use its leased property only for functions and activities that are consistent with the guidelines and policies that have been or may hereafter be adopted by SFSU.

Common Areas throughout the facility may also be used for programs and activities. These spaces will be scheduled in collaboration with the Dean of Students and in accordance with university policy.

Use of Common Areas and other Building Spaces

SFSU will work with Associated Students to establish a map of spaces, specifically located on the ground level of the Student Center, for rental programming of short-term nature. Such programming includes the crafts fairs as well as those rentals of non-recurrent nature, such as daily rentals by local business whose sole purpose is to provide and promote services relevant to the students and staff of SFSU.

Common areas are for general use by all members of the campus community and pursuant to the rules and regulations set forth herein. They are not part of either the ASI or UCorp leaseholds and remain under SFSU possession and control.

Use of Space Leased by UCorp

Those spaces identified in Attachment II, and denoted as UCorp commercial spaces shall be used by UCorp and/or its sublessees for the purpose of providing retail, dining, and commercial services. UCorp will work closely with ASI's Vendor Services Advisory Committee to ensure that the offerings in the Center meet the needs and desires of the campus community. UCorp may also maintain space from among its leased spaces for offices related to supporting these endeavors.

Building Maintenance and Upkeep

SFSU is responsible for the maintenance and upkeep of the Center. SFSU will perform all custodial services for all spaces, with the exception of those leased to UCorp and subleased to sublessees. UCorp's sublessees are responsible for maintaining and cleaning their own respective subleased spaces.

Building Safety/ Emergency Procedures

All parties using the Student Center building will comply with the University approved Safety/ Emergency Procedures as well as work with the campus emergency responders to assure best practices, as they pertain to safety of all building tenants and guests are being followed at all times.

Recharges

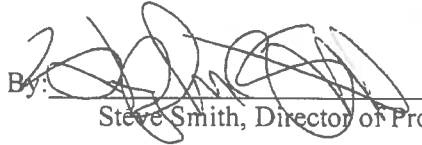
ASI and UCorp will reimburse SFSU for all costs associated with their respective annual shares of all utilities including electricity, gas, waste disposal, trash collection and recycling, water, heat, and any other such costs. Recharges will include pro rata charges for building maintenance and upkeep. Cost allocations shall be determined in accordance with Executive Order 1000 – Delegation of Fiscal Authority and Responsibility, as well as 1059 – Utilization of Campus Auxiliary Organizations.

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IN WITNESS WHEREOF, this memorandum is executed on this 5th day of June, 2014.

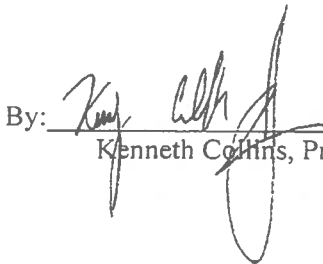
SAN FRANCISCO STATE UNIVESRITY

By:  Date: 6/5/14
Steve Smith, Director of Procurement

UNIVERSITY CORPORATION, SAN FRANCISCO STATE

By:  Date: 6/5/14
Jason Porth, Executive Director

ASSOCIATED STUDENTS, INC.

By:  Date: 6/5/14
Kenneth Collins, President

Certificate Of Completion

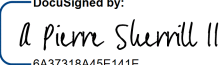
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Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	A Pierre Sherrill II
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1600 Holloway Ave
	Administration 17A
	San Francisco, CA 94132
	tonee@sfsu.edu
	IP Address: 98.42.220.222

Record Tracking

Status: Original	Holder: A Pierre Sherrill II	Location: DocuSign
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Signer Events


A Pierre Sherrill II
 tonee@sfsu.edu
 Attachment 2
 Associated Students San Francisco State University
 Security Level: Email, Account Authentication (Optional)

Signature
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 Signature Adoption: Pre-selected Style
 Using IP Address: 98.42.220.222
 Signed using mobile

Timestamp
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 Signed: 10/25/2022 5:55:12 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lynn Mahoney
 lynnmahoney@sfsu.edu
 President
 San Francisco State University
 Security Level: Email, Account Authentication (Optional)

Signature
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 2FCB50CB2557463...
 Signature Adoption: Pre-selected Style
 Using IP Address: 24.130.115.156
 Signed using mobile

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 Not Offered via DocuSign

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Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Jamillah Moore
 moorej@sfsu.edu
 VP Student Affairs
 Security Level: Email, Account Authentication (Optional)

VIEWED

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events **Status** **Timestamp**

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	10/26/2022 9:03:53 AM

Payment Events	Status	Timestamps
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