

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY**

AND

STUDENT UNION OF SAN JOSÉ 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 Student Union of San José State University (Auxiliary) serving San José State University (Campus). The term of this Agreement shall be July 1, 2021 Jhoh

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1. PURPOSE

The purpose of this Agreement is to allow the Student Union to operate as an independent organization under the Code of Regulations of the State of California. The Student Union shall perform functions important to the State of California and the organization of the State of California.

2. PRIMARY FUNCTIONS

In compliance with the provisions of the Agreement, the Student Union shall agree to the following categories of functions:

Provident Credit Union Event Center, South Campus Recreation Field, Morris Dailey Auditorium, 7th & 9th Street Plaza, Tower Lawn, Caret Plaza, or at other events as requested by the University. The Auxiliary will perform services for the Campus (the Campus will also perform services for the Auxiliary) and utilize a Cost Recovery Method when costs exceed the Auxiliary's approved budget. Cost Recovery is limited to unusual expenses, non-routine operational costs associated with providing service to the campus (e.g. setup requiring the hire/use of outside contractors).

C. General Operations

Auxiliary agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes for the benefit of

right to utilize the CSU or campus name, resources and facilities, or the requirements of other agencies having jurisdiction (CCR Title 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 Title 5, §42408, regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the guidelines established in 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.

If this Agreement terminates or expires and is not renewed within 30 days of the expiration, use of those facilities named above along with others not named but for which Auxiliary has reserved and scheduled use of shall automatically terminate, unless extended in writing by the parties.

Auxiliary and Campus may agree that Auxiliary may use other Campus facilities and grounds when such does not interfere with instructional or research programs or other priorities of the Campus and upon the written approval from appropriate Campus administrators with such specific delegated authority.

Auxiliary shall reimburse Campus for costs of such use should it be determined the Campus incurred costs for use of such facility that it otherwise would not have incurred, including for damages that may be sustained during such Auxiliary programs.

The Auxiliary shall comply with the CSU policy for all camera systems, and therefore will transfer systems in support to Campus UPD.

14. CONTRACTS FOR CAMPUS SERVICES

Auxiliary shall, in collaboration with University Strategic Sourcing and other Campus departments, develop service level and/or shared service agreement to contract with the Campus for services to be performed by the Campus in support of Auxiliary operations including information technology and facility planning, design, construction, maintenance, repair, operation, Title IX, risk management, and environmental health and safety. The Auxiliary will consult the campus finance and accounting, human resources departments, for the successful and ongoing program operation of the Diaz Compean Student Union, Spartan Recreation & Aquatics Center, Provident Credit Union Event Center, and South Recreation Field in compliance with that of the CSU and Campus.

Such agreements shall be adopted and executed by Auxiliary and Campus within six months of the

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Auxiliary agrees to indemnify, defend and save harmless the CSU, the Campus, 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 System wide 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.

Auxiliary shall consult with the Campus Risk Manager or other appropriate administrator regarding any questions relating to insurance.

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:

Executive Director, Student Union at San José State University
San José State University
1 Washington Square
San Jose, CA 95192-0155

Notice to the CSU shall be addressed to:

Trustees of the California State University
401 Golden Shore
Long Beach, California 90802
Attention: Assistant Vice Chancellor, Strategic Sourcing & Chief Procurement Officer

Notice to the Campus shall be addressed as follows:

Office of the President
San José State University
1 Washington Square

San Jose, CA 95192-0002

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 in advance notice period to cure the breach. If, in the judgement 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

Event Center, and Spartan Recreation & Aquatics Center which would be affixed to the building or structure provided written approval is provided by the appropriate Campus administrators. In such instances, the Auxiliary shall coordinate with the Campus Facilities Development & Operations department, utilizing typical processes and procedures to request such work. Plans and/or specifications for such work along with required permits and approvals shall be conducted by and coordinated with the Campus Facilities Development & Operations department and must be approved, in writing, by the Campus and, where applicable, CSU. Fixtures, signs, and equipment so erected, placed or attached under such approval shall be and remain the property of the Auxiliary and may be removed, in coordination with the Campus, by the Auxiliary prior to the termination of the Agreement.

30. ALTERATIONS

The Diaz Compean Student Union, Spartan Recreation & Aquatics Center, Provident Credit Union Event Center, South Campus Recreation Field, or other Campus facility, leased or owned by the Campus, utilized by Auxiliary under this Agr.9 (h)e A dnhg Ager.9 (n)2.3 (d)2.2 A5tr.9 (n) (t)-2.9 (h)2.t Agegetyu1.1 (y)-4.6 (u.4 (t1)3

34. POSSESSORY INTEREST

The County Assessor may value the possessory interest created by this agreement, or any Campus subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest.

STUDENT UNION AT SAN JOSE STATE UNIVERSITY
BOARD OF DIRECTOR

SUBJECT:

PROCEDURE:

Legal responsibilities and conflict of interest related to service on the Board of Directors will be reviewed with all incoming board members during the annual Board of Directors Orientation. In addition, the Legal Issues packet and Legal Issues memorandum will be distributed to all members of the Board of Directors and Executive Secretaries.

1. The Legal Issues packet/memo will be distributed at the Board Orientation. The Legal Issues packet/memo will be sent electronically for those members who are unable to attend the orientation. Members who join the board at a later date will receive the Legal Issues packet/memo during their individual orientations.
 - a. Members who attend the orientation will sign the Legal Issues memorandum the day of the orientation.
 - b. Members who are not able to attend the orientation will have two weeks from the date of the Board Orientation to sign and return the Legal Issues memorandum.
2. The memorandum will direct each recipient to read the Legal Issues packet which describes the following: California's Open Meeting Law, Conflict of Interest, Public Documents, Board of Directors Liability, Use of Non-Public Information, and ~~U.S.F.F. T 0 325(F)-11.()-2.7 (ect)2.vetrTc 0 Tw 1 0 Td-0.001c2 T 3D15(m(F)-1~~

California Education Code Section 89906

No member of the governing board of an auxiliary organization shall be financially interested in any contract or

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Attachment 3

ARTICLES OF INCORPORATION

THE STUDENT UNION INC.

SAN JOSÉ STATE UNIVERSITY

Revised November 20, 2019

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This Contract is to be governed by the laws of the State of New York. The parties agree that any dispute arising out of or in connection with this Contract shall be referred to and resolved by arbitration in New York City, New York. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on the parties. The parties agree to waive their right to a trial by jury in any court proceeding that may arise out of or in connection with this Contract. The parties agree to hold each other harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by a party to this Contract as a result of this Contract or the arbitration process. The parties agree to execute and deliver such documents and instruments as may be necessary to carry out the terms of this Contract.

Upon the death of either party, the obligations of this Contract shall survive. The obligations of this Contract shall survive the death, disability, or bankruptcy of either party. The obligations of this Contract shall survive the termination or expiration of this Contract. The obligations of this Contract shall survive the assignment of this Contract to a third party. The obligations of this Contract shall survive the merger or acquisition of either party. The obligations of this Contract shall survive the liquidation or dissolution of either party. The obligations of this Contract shall survive the insolvency of either party. The obligations of this Contract shall survive the bankruptcy of either party. The obligations of this Contract shall survive the reorganization of either party. The obligations of this Contract shall survive the change of control of either party. The obligations of this Contract shall survive the change of name of either party. The obligations of this Contract shall survive the change of address of either party. The obligations of this Contract shall survive the change of legal counsel of either party. The obligations of this Contract shall survive the change of jurisdiction of either party. The obligations of this Contract shall survive the change of law of either party. The obligations of this Contract shall survive the change of public policy of either party. The obligations of this Contract shall survive the change of force majeure of either party. The obligations of this Contract shall survive the change of war, terrorism, or other acts of God of either party. The obligations of this Contract shall survive the change of any other event of force majeure of either party.

If, upon the death of either party, the obligations of this Contract shall survive, the surviving party shall be bound by the terms of this Contract. The surviving party shall be bound by the terms of this Contract as if it were the original party to this Contract. The surviving party shall be bound by the terms of this Contract as if it were the original party to this Contract. The surviving party shall be bound by the terms of this Contract as if it were the original party to this Contract. The surviving party shall be bound by the terms of this Contract as if it were the original party to this Contract. The surviving party shall be bound by the terms of this Contract as if it were the original party to this Contract. The surviving party shall be bound by the terms of this Contract as if it were the original party to this Contract. The surviving party shall be bound by the terms of this Contract as if it were the original party to this Contract. The surviving party shall be bound by the terms of this Contract as if it were the original party to this Contract. The surviving party shall be bound by the terms of this Contract as if it were the original party to this Contract. The surviving party shall be bound by the terms of this Contract as if it were the original party to this Contract.

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The Articles of Incorporation of this Corporation shall not be amended or written

concerning the incorporation of the total voting membership of the Board of Directors.

Article 2. The Board of Directors (2)

No suit shall be brought against any officer or director of this Corporation for any act done in good faith and in the honest belief that the same were for the best interests of the Corporation.

Nothing in this Article shall be construed to prevent any officer or director from participating in any other business or profession or from holding any office or position in any other corporation or from being a member of any other corporation or from being a candidate for any office or position in any other corporation or from being a candidate for any office or position in any other corporation.

Nothing in this Article shall be construed to prevent any officer or director from participating in any other business or profession or from holding any office or position in any other corporation or from being a member of any other corporation or from being a candidate for any office or position in any other corporation.

Nothing in this Article shall be construed to prevent any officer or director from participating in any other business or profession or from holding any office or position in any other corporation or from being a member of any other corporation or from being a candidate for any office or position in any other corporation.

The official seal of this corporation as provided in Article 1 shall be in the form of a circle containing the words "CORPORATION OF THE STATE OF CALIFORNIA" and the name of the corporation.

JOSÉ M. GARCÍA
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CYNTIA FERNANDEZ and I SE declare under penalty of perjury
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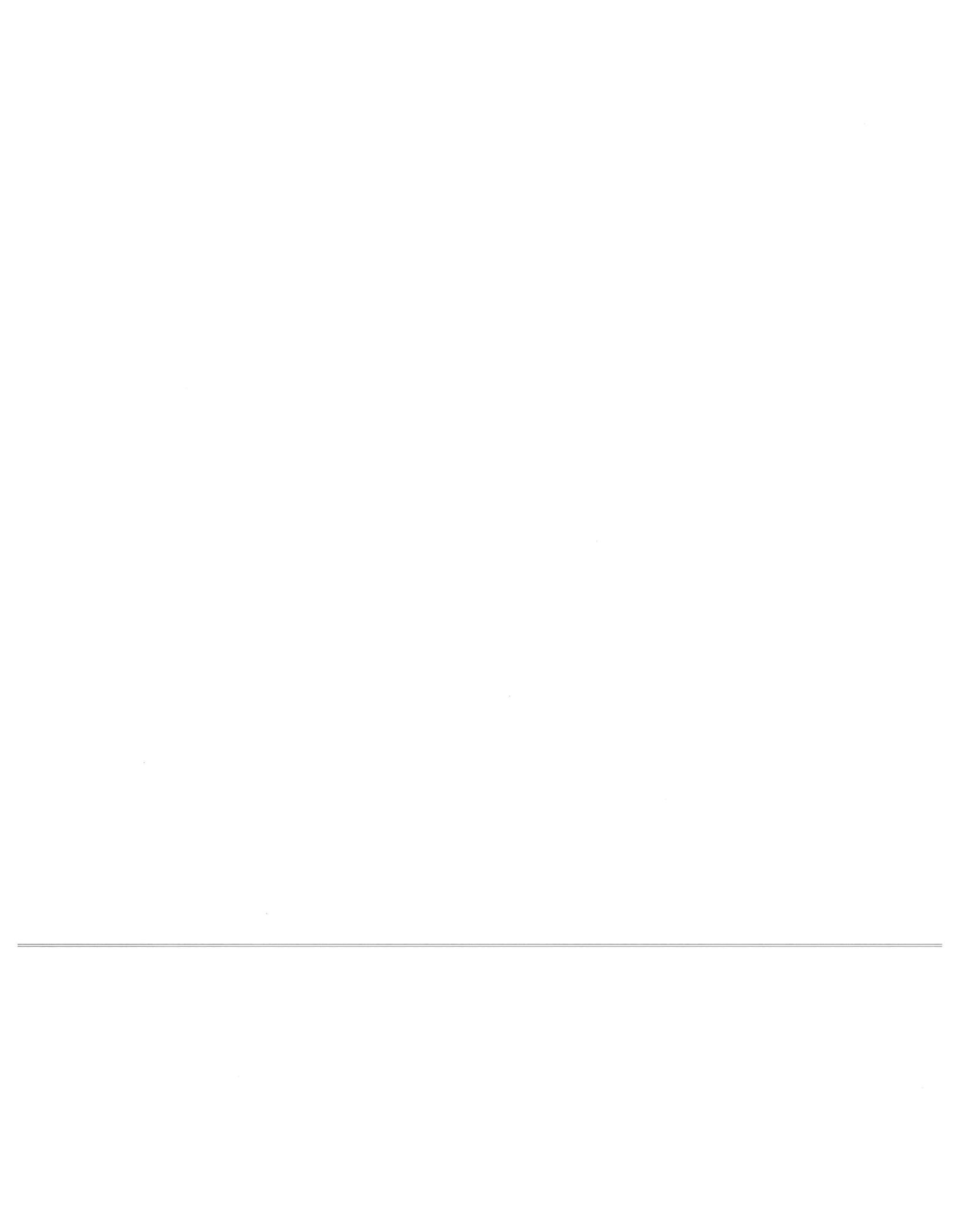
Executed at San José, Costa Rica November 10, 2019


Cynthia Fernandez-Rios

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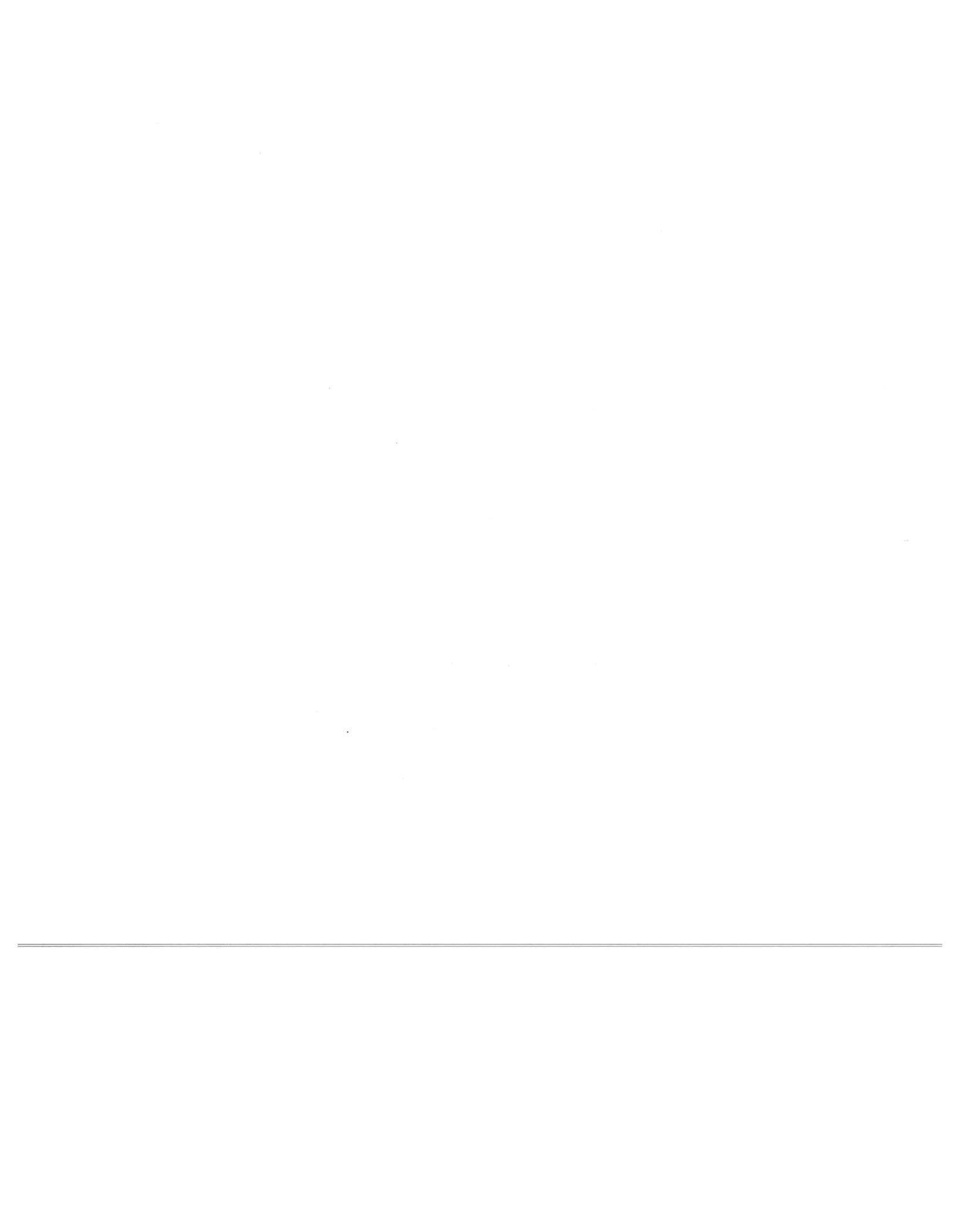
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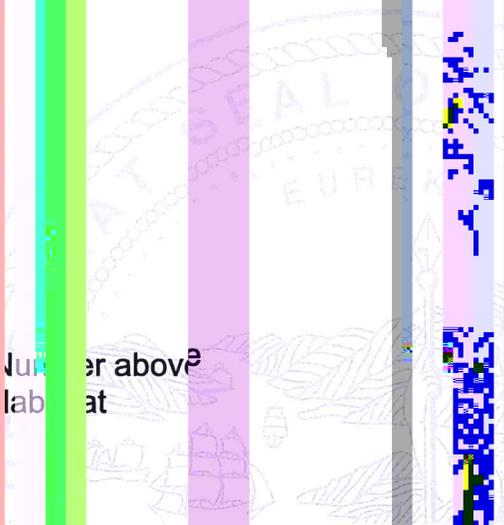


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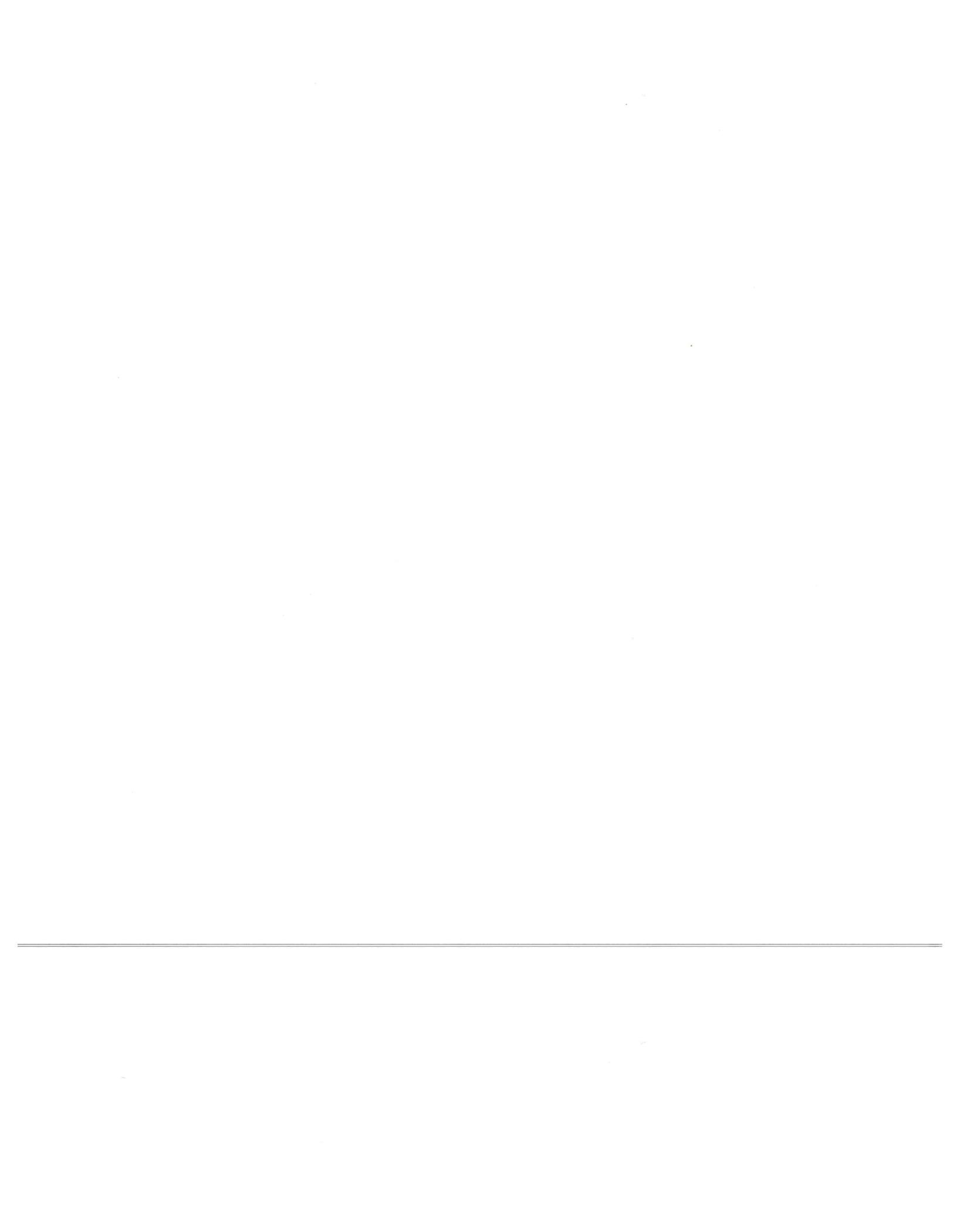
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Corporation Statement of Information

Name: **HEALTHY TASTE**
 Entity Type: **SOLE PROPRIETORSHIP**
 Date of Formation: **11/11/2011**
 Date of Last Annual Meeting: **01/01/2012**
 Date of Last Fiscal Year-End: **01/01/2012**
 Date of Last Report: **01/01/2012**
 Date of Last Filing: **01/01/2012**
 Date of Last Renewal: **01/01/2012**
 Date of Last Amendment: **01/01/2012**
 Date of Last Change of Address: **01/01/2012**
 Date of Last Change of Officers: **01/01/2012**
 Date of Last Change of Directors: **01/01/2012**
 Date of Last Change of Registered Office: **01/01/2012**
 Date of Last Change of Principal Office: **01/01/2012**
 Date of Last Change of Principal Address: **01/01/2012**
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 Date of Last Change of Principal Location: **01/01/2012**
 Date of Last Change of Principal Contact: **01/01/2012**
 Date of Last Change of Principal Information: **01/01/2012**

Details for:

- Entity Name: **HEALTHY TASTE**
- Business Information:
 - Principal Office: **11111 1st St, San Francisco, CA 94103**
 - Principal Business: **Food and Beverage**
- Officers:
 - Principal Officer: **John Doe**
 - Other Officers: **John Doe**

