



California State University, San Bernardino
Santos Manuel Student Union Board of Directors
Finance and Contracts Committee
September 26, 2024 | 3:00pm
<https://csusb.zoom.us/j/85152415905>

AGENDA

1. Call to Order
2. Roll Call
3. Approval of Minutes
 - a. May 1, 2024 Meeting
4. Open Forum
5. Adoption of Agenda

NEW BUSINESS:

- FC 01/25 Review Finance and Contracts Committee Tasks & Assignments for 24-25 AY
(Discussion, Felix)
- FC 02/25 Review of 5 Year Budget Assumption (Discussion, Felix)
- FC 03/25 Negotiate/Renegotiate Subleases (Action, Najera-Neri)
- FC 04/25 Finance and Contracts Committee Meeting Schedule for 24-25 AY
(Discussion, Felix)

Announcements

Adjournment



California State University, San Bernardino
Santos Manuel Student Union Board of Directors
Finance and Contracts Committee
ZOOM: <https://csusb.zoom.us/j/85152415905>
May 1, 2024 – 9:00 AM

MINUTES

Members Present: Daniel Arana, Autumn Hudson, Matthew Jenkins, Shardul Kulkarni, Maria Najera-Neri, Jocelyn Paz

Members Absent: Jasmine Curtis, Dulce Gonzalez, Tenzin Urgen

Staff Present: Elizabeth Junker

Call to Order: The meeting was called to order by Chair Paz at 9:07 a.m.

Roll Call: A verbal roll call for members was conducted.

Approval of Minutes: M/S Kulkarni/Arana motion to approve minutes from April 9, 2024
Motion passed.

Open Forum: There were no guests present.

Adoption of Agenda: M/S Arana/Kulkarni motion to adopt agenda.
Motion passed.

OLD BUSINESS:

FC 03/24 Approval of SMSU North Privacy Chairs, Vendor: Tangram, Chartfield String: 660876-RO001-S6110, Not to Exceed \$35,127.97 (Action, Kulkarni)

M/S Kulkarni/Arana motion to open Approval of SMSU North Privacy Chairs, Vendor: Tangram, Chartfield String: 660876-RO001-S6110, Not to Exceed \$35,127.97.

Mr. Kulkarni presented the Tangram quote for the privacy chairs. Ms. Najera-Neri clarified that after some research she confirmed that Tangram is the sole source vendor for this product. A discussion ensued about the colors of the chairs and placement of the furniture. This item will be presented to the Board of

Directors Meeting today, May 1, 2024.

VOTE: 3 In-Favor 1 Opposed 0 Abstention
Motion passed.

NEW BUSINESS:

FC 07/24 Permission to Move \$1,100,000 from 305700 Unrestricted Net Assets to Economic Uncertainty to be in alignment with the Chancellor's Office Policy ICSUAM Policy 2001.00 (Action, Felix)

M/S Kulkarni/Arana motion to open FC 07/24 Permission to Move \$1,100,000 from 305700 Unrestricted Net Assets to Economic Uncertainty to be in alignment with the Chancellor's Office Policy ICSUAM Policy 2001.00.

Mr. Kulkarni deferred his time to speaker. ED Felix shared that now that we have SMSU North building and are making that additional revenue the SMSU must move the specified amount to the specified account to once again be in line with the Chancellor's Office Reserve Policy. Ms. Najera-Neri provided an overview of how reserve accounts work. A discussion ensued by the committee about possible investment of reserve accounts funds. ED Felix recommended to invite VP Nava to future committee meeting for his professional advice.

VOTE: 4 In-Favor 0 Opposed 0 Abstention
Motion passed.

FC 08/24 Permission to Move \$724,173 from 305700 Unrestricted Net Assets to 30411 Equipment Acquisition to be in alignment with the Chancellor's Office Policy ICSUAM Policy 2001.00 (Action, Felix)

M/S Kulkarni/Jenkins motion to open FC 08/24 Permission to Move \$724,173 from 305700 Unrestricted Net Assets to 30411 Equipment Acquisition to be in alignment with the Chancellor's Office Policy ICSUAM Policy 2001.00.

Mr. Kulkarni deferred time to ED Felix. ED Felix provided rationale; the purpose is to move funds from state side unrestricted accounts to local reserve account to be in line with Chancellor's Office Policy.

VOTE: 4 In-Favor 0 Opposed 0 Abstention
Motion passed.

FC 09/24 Permission to Move \$500,000 from 305700 Unrestricted Net Assets to 304012 Program Development to be in alignment with the Chancellor's Office Policy ICSUAM Policy 2001.00 (Action, Felix)

M/S Arana/Kulkarni motion to open FC 09/24 Permission to Move \$500,000 from 305700 Unrestricted Net Assets to 304012 Program Development to be in alignment with the Chancellor's Office Policy ICSUAM Policy 2001.00.

Mr. Arana deferred time to ED Felix. ED Felix provided rationale; the purpose is to move funds from state side unrestricted accounts to local reserve account to be in line with Chancellor's Office Policy.

VOTE: 4 In-Favor 0 Opposed 0 Abstention
Motion passed.

FC 10/24 Permission to Move \$4,000,000 from 305700 Unrestricted Net Assets to 304014 Facilities Maintenance and Repairs to be in alignment with the Chancellor's Office Policy ICSUAM Policy 2001.00 (Action, Felix)

M/S Kulkarni/Arana motion to open FC 10/24 Permission to Move \$4,000,000 from 305700 Unrestricted Net Assets to 304014 Facilities Maintenance and Repairs to be in alignment with the Chancellor's Office Policy ICSUAM Policy 2001.00.

Mr. Kulkarni deferred time to ED Felix. ED Felix provided rationale; the purpose is to move funds from state side unrestricted accounts to local reserve account to be in line with Chancellor's Office Policy.

VOTE: 4 In-Favor 0 Opposed 0 Abstention
Motion passed.

FC 11/24 Permission to Move \$1,000,000 from 305700 Unrestricted Net Assets to 304017 Catastrophic Events to be in alignment with the Chancellor's Office Policy ICSUAM Policy 2001.00 (Action, Felix)

M/S Kulkarni/Jenkins motion to open FC 11/24 Permission to Move \$1,000,000 from 305700 Unrestricted Net Assets to 304017 Catastrophic Events to be in alignment with the Chancellor's Office Policy ICSUAM Policy 2001.00.

Mr. Kulkarni deferred time to ED Felix. ED Felix provided rationale; the purpose is to move funds from state side unrestricted accounts to local reserve account to be in line with Chancellor's Office Policy.

VOTE: 4 In-Favor 0 Opposed 0 Abstention
Motion passed.

Announcements

- Coyote Fest is taking place this Friday, May 2, 2024. We hope to see you there!

Adjournment

M/S Arana/Kulkarni motion to adjourn meeting at 9:56 a.m.

Reviewed and respectfully submitted by:

Jocelyn Paz, Chair

Date



SANTOS MANUEL STUDENT UNION BOARD OF DIRECTORS
Finance and Contracts Committee
Tasks and Assignments for 2024-2025

BY-LAWS. ARTICLE IX. STANDING COMMITTEES, SECTION 3.

This committee will draft a budget for the following fiscal year and present its proposed budget to the Board of Directors for consideration and approval. This committee will meet annually with the auditors to discuss the annual financial audit as well as consider any other financial matters that may arise and recommend its position on such matters to the Board of Directors.

Fall Semester

September Meeting

- Review of Tasks & Assignments
- Review of 5 Year Budget Assumption
- Negotiate/Renegotiate subleases
- Meeting Schedule for 2024-2025

October Meeting

- Review of Reserve Accumulation Policy
- Review of Financial Policies Manual
- Review of Procurement Card Policy

November Meeting

- Quarterly Review for FY 24/25
- Review of Investment Policy
- Review of Investments and Investments Income

Spring Semester

February Meeting

- Review Bidding Policy
- Review of investment and investment income
- Negotiate/Renegotiate subleases

March Meeting

- Review 1st draft of Santos Manuel Student Union and Recreation & Wellness Center budget

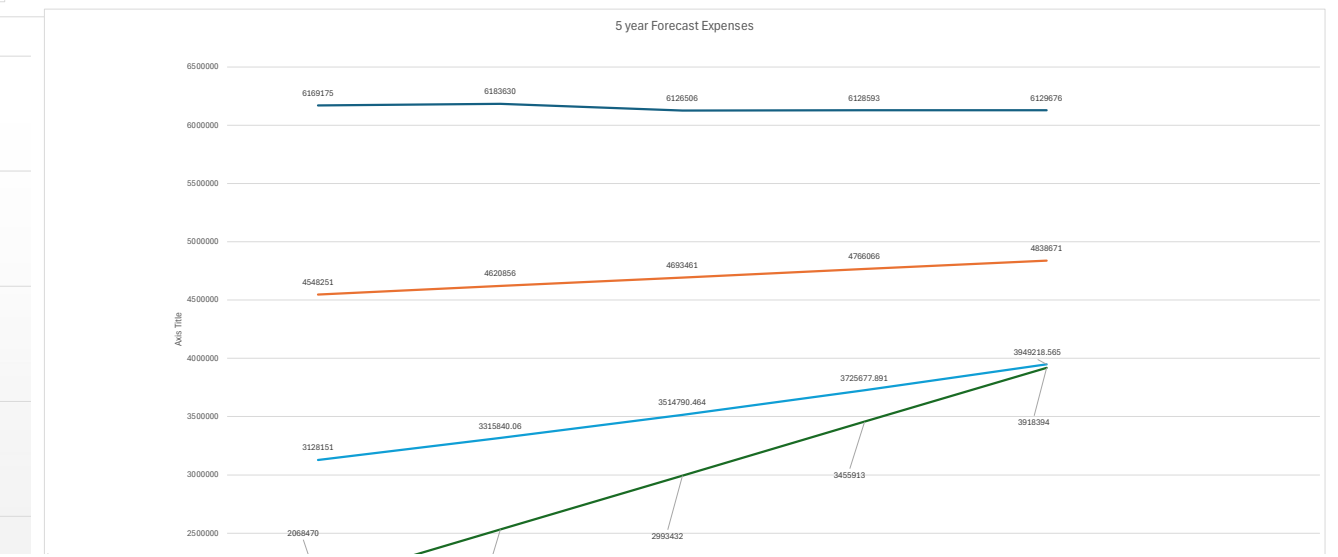
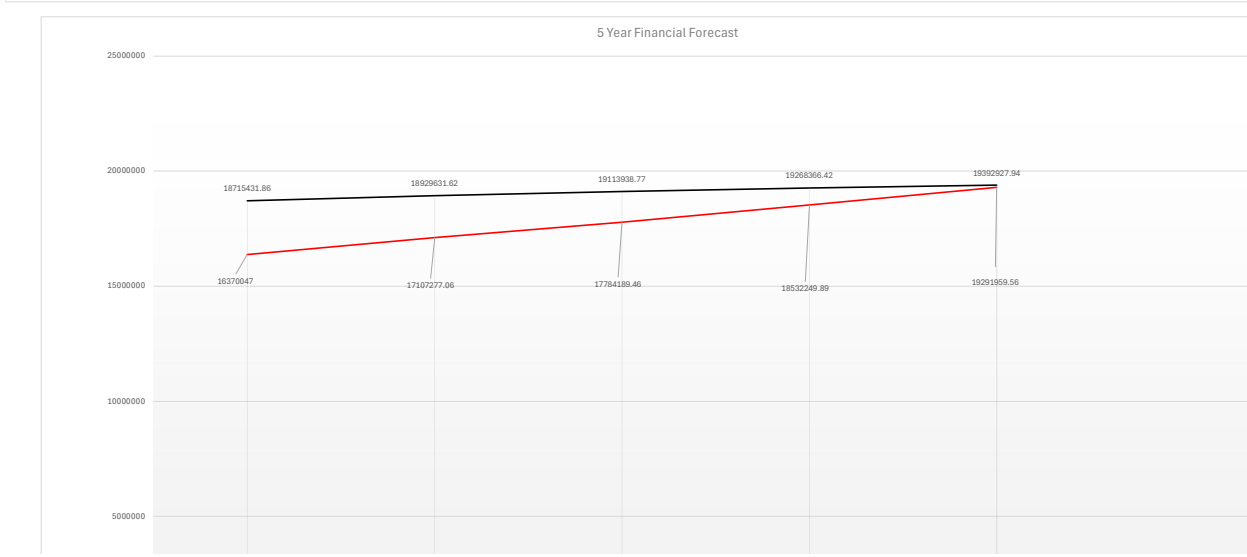
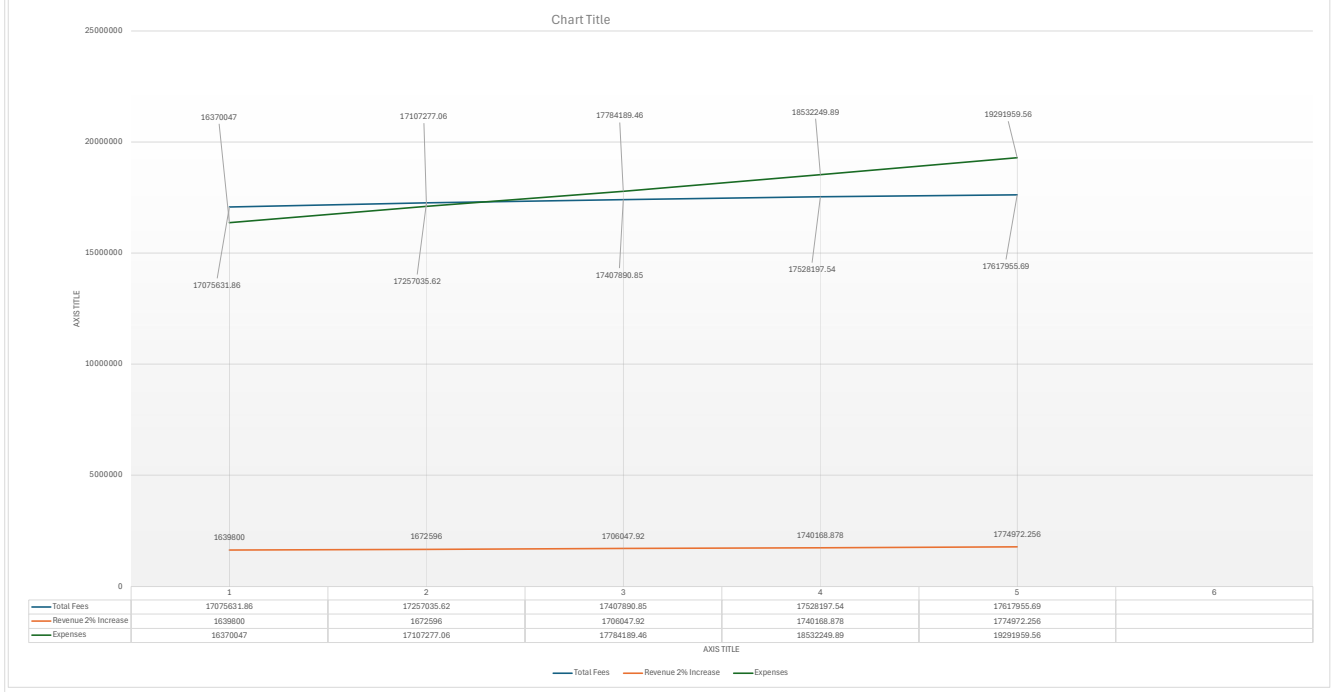
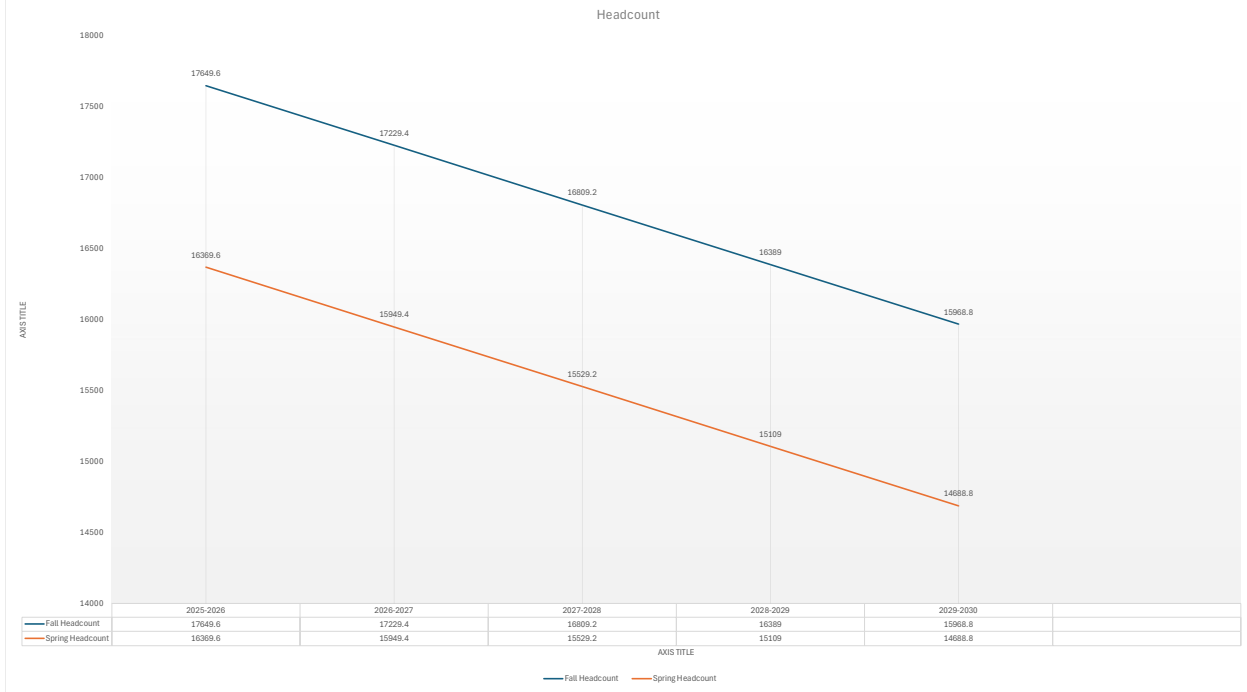
April Meeting

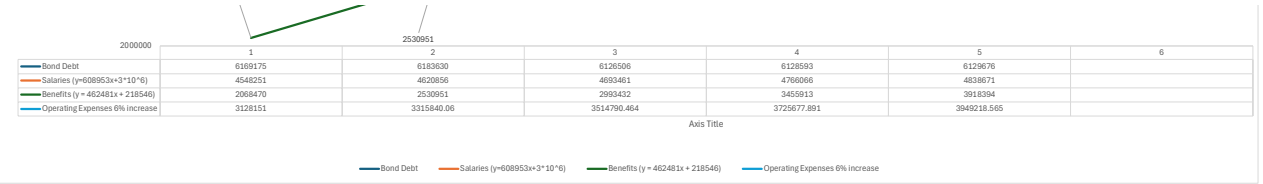
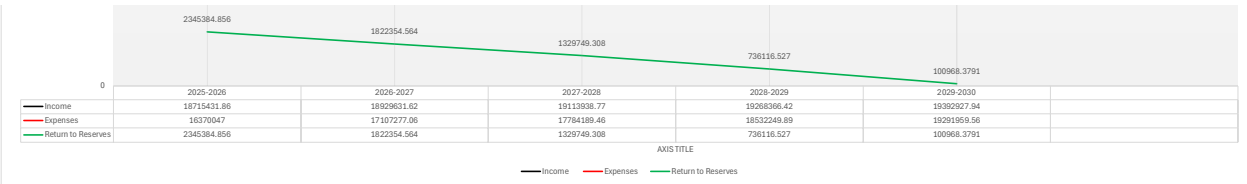
- Review of investments and investments income
- Review 2nd draft of budget Santos Manuel Student Union and Recreation & Wellness Center budget
- Present annual budget to Board of Directors for approval

Mid-April Meeting

- As needed

Year	Fall Headcount	Student Fees (Fall)	Fall Fees	Spring Headcount	Student Fees (Spring)	Spring Fees	Total Fees	Revenue 2% Increase	Discontinuation	Fall Reserves	Spent Cash	Operating Expenses (FY 2024)	Operating Expenses (FY 2025)	Operating Expenses (FY 2026)	Operating Expenses (FY 2027)	Operating Expenses (FY 2028)	Income	Expenses	Return to Reserves
2025-2026	17650	\$ 505.42	\$ 8,920,460.83	16370	\$ 498.19	\$ 8,155,171.02	\$ 17,075,631.86	\$ 1,639,800.00	\$ 53,000.00	\$ 403,000.00	\$ 6,169,175.00	\$ 4,548,251.00	\$ 2,068,470.00	\$ 3,128,151.00	\$ 18,715,431.86	\$ 16,370,047.00	\$ 2,345,384.86		
2026-2027	17229	\$ 523.67	\$ 9,022,519.90	15849	\$ 516.29	\$ 8,234,515.73	\$ 17,257,035.62	\$ 1,672,596.00	\$ 53,000.00	\$ 403,000.00	\$ 6,183,630.00	\$ 4,620,856.00	\$ 2,530,951.00	\$ 3,315,840.06	\$ 18,929,631.62	\$ 17,107,277.06	\$ 1,822,354.56		
2027-2028	16809	\$ 541.92	\$ 9,109,241.66	15529	\$ 534.39	\$ 8,298,649.19	\$ 17,407,890.85	\$ 1,706,047.92	\$ 53,000.00	\$ 403,000.00	\$ 6,126,506.00	\$ 4,693,461.00	\$ 2,993,432.00	\$ 3,514,790.46	\$ 19,113,938.77	\$ 17,784,189.46	\$ 1,329,749.31		
2028-2029	16389	\$ 560.17	\$ 9,180,626.13	15109	\$ 562.49	\$ 8,347,571.41	\$ 17,528,197.54	\$ 1,740,168.88	\$ 53,000.00	\$ 403,000.00	\$ 6,128,593.00	\$ 4,766,066.00	\$ 3,455,913.00	\$ 3,725,677.89	\$ 19,268,366.42	\$ 18,532,249.89	\$ 736,116.53		
2029-2030	15969	\$ 578.42	\$ 9,236,673.30	14689	\$ 570.59	\$ 8,381,282.39	\$ 17,617,955.69	\$ 1,774,972.26	\$ 53,000.00	\$ 403,000.00	\$ 6,129,676.00	\$ 4,838,671.00	\$ 3,918,394.00	\$ 3,949,218.56	\$ 19,392,927.94	\$ 19,291,959.56	\$ 100,968.38		





Lessee	Suite Number	Square Footage	Cost Per Sq. Ft. per month Facility Use	Total Annual Cost for Facility Use	\$.543 Per Sq. Ft. per month For Utilities & Custodial	Total Annual Cost for Utilities & Custodial	Total Annual Cost for Facility, Utilities & Custodial	Lease Terms	
Associated Students Incorporated.	SUN 304	3,587	\$ 1.00	\$ 1.00	\$ 1,947.74	\$ 23,372.89	\$ 23,373.89	01/01/2022 - 12/31/2026	
Office of Student Engagement	SUN 302	2,339	\$ 2,339.00	\$ 28,068.00	\$ 1,270.08	\$ 15,240.92	\$ 43,308.92	01/01/2022 - 12/31/2026	
Career Center	SMSU South 108/112	Suite108: 2055	\$ 2,055.00	\$ 24,660.00	\$ 1,115.87	\$ 13,390.38	\$ 38,050.38	02/01/2022 - 01/31/2027	
		Suite 112: 854	\$ 854.00	\$ 10,248.00	\$ 463.72	\$ 5,564.66	\$ 15,812.66		
Den/Basic Needs	SMSU South 224	1,600	\$ 1,600.00	\$ 19,200.00	\$ 868.80	\$ 10,425.60	\$ 29,625.60	08/01/2021 - 09/30/2026	
Basic Needs	SMSU South 118	1,438	\$ 2,545.26	\$ 30,543.12	\$ 780.83	\$ 9,370.01	\$ 39,913.13	07/17/2023 - 6/30/2028	
VPSA	SMSU South 222/223	Suite 222: 2,000	\$ 2,000.00	\$ 24,000.00	\$ 1,086.00	\$ 13,032.00	\$ 37,032.00	01/01/2022 - 12/31-2026	
		Suite 223: 575	\$ 575.00	\$ 6,900.00	\$ 312.23	\$ 3,746.70	\$ 10,646.70		
Office of First Year Experience	SMSU South 203	1,762	\$ 1,762.00	\$ 21,144.00	\$ 956.77	\$ 11,481.19	\$ 32,625.19	02/01/2022 - 01/31/2027	
Undocumented Student Success Center	SMSU North 3313	1,055	\$ 1,867.35	\$ 22,408.20	\$ 572.87	\$ 6,874.38	\$ 29,282.58	5/1/2023 - 4/30/2024	
ASUA Tutoring Center	SMSU South 220 & 221	772	\$ 1,366.44	\$ 16,397.28	\$ 419.20	\$ 5,030.35	\$ 21,427.63	9/1/2023-6/30/2024	
Title IX Office	SMSU South 103	647	\$ 1,145.19	\$ 13,742.28	\$ 351.32	\$ 4,215.85	\$ 17,958.13	7/1/2023 - 6/30/2024	
				\$ 217,311.88			\$ 121,744.94	\$ 339,056.82	



**SANTOS MANUEL STUDENT UNION
OF
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO**

FACILITY SUBLEASE

This Facilities Sublease (“Sublease”) is made and entered into this 1st day of July 2023, between the Santos Manuel Student Union of California State University, San Bernardino, hereinafter called "**Auxiliary**", and California State University, San Bernardino, Institutional Equity and Compliance Title IX Office, hereinafter called "**Lessee**".

WHEREAS, **Auxiliary** entered into a Lease on September 1, 2017 with the Trustees of The California State University, a copy of which is attached hereto as Exhibit A, and

WHEREAS, said Lease authorizes the President of California State University, San Bernardino, or designee, to approve a Sublease for any portion of the leased premises, and

WHEREAS, the President of California State University, San Bernardino, or designee, acknowledges their approval of this Sublease.

WHEREAS, the continuance of the term of this Sublease past the current term of the Master Agreement is contingent on the renewal of the Master Agreement.

NOW, THEREFORE, **Auxiliary** and **Lessee** hereby agree as follows.

1. **Premise**. **Auxiliary** hereby subleases to **Lessee** the following property:

In the Santos Manuel Student Union South, the Lessee shall have exclusive use of one space on the first floor, room SU 103, with the space totaling 647 square feet. The space is outlined in red on the attached floor plan, which is attached hereto as Exhibit B.

2. **Term**. The term of this Sublease shall be from July 1, 2023 until June 30, 2024, unless sooner terminated as herein provided.

3. **Rent**. **Lessee** shall pay rent at the monthly rate of \$1,145.19 (\$1.77 per square foot) payable quarterly in arrears (\$13,742.28 annually). **Auxiliary** reserves the right to re-evaluate the rental rate thirty (30) days prior to January 1st of each year of the term for the balance of the term of the Sublease. The parties shall negotiate in good faith any rent adjustment.

4. **Services.** **Auxiliary** agrees to provide the following to **Lessee**:
 - a. Utility and custodial services at the monthly rate of \$351.21 (\$0.543 per square foot) payable quarterly in arrears (\$4,214.52 annually). **Auxiliary** reserves the right to re-evaluate utility and custodial charges in January of each year to ensure that direct costs have been equitably assessed.
 - b. **Lessee** shall pay for its telephone service directly to the University.
5. **Subletting.** **Lessee** shall not assign nor sublet this Sublease without prior written approval of **Auxiliary**.
6. **Quiet Use and Enjoyment.** **Auxiliary** reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.
7. **Indemnification.** This Sublease is made upon the express condition that **Auxiliary**, California State University, San Bernardino, the Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers and employees are indemnified from any liability and claims for damages by reason of any injury to any person or persons, including **Lessee**, or property of any kind whatsoever and to whomsoever belonging including **Lessee**, from any cause or causes whatsoever in any way arising out of **Lessee's** business activity or use of the premises under this Sublease or any extension thereof. **Lessee** agrees to indemnify and hold harmless **Auxiliary**, California State University, San Bernardino, Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers 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 premises herein described, by **Lessee**.
8. **Alterations.** **Lessee** agrees to make no alterations to the premises, including, but not limited to, all modifications and permanent fixtures, without the prior written approval of **Auxiliary**.
9. **Compliance with Laws.** **Lessee** shall not violate nor allow to be violated any federal, state, or local law, or rule of the Trustees or of the campus.
10. **Holdover Tenant.** Should **Lessee** occupy the premises after the date of expiration of this Sublease, and the **Auxiliary** agrees to the continuation of occupancy in writing, such tenancy shall be on a month-to-month basis subject to the terms and conditions of this Sublease and any rent increase **Auxiliary** may assert at the end of the Sublease.

11. Compliance. Lessee agrees to comply with all the terms of Sublease and Lease insofar as they are applicable to Lessee.
12. Premise Restoration. Upon termination or expiration of this Sublease, Lessee, at its own expense and risk, shall restore the premises as nearly as possible to the condition existing prior to the execution of this Sublease subject to normal wear and tear of occupancy of the premises.

Lessee shall exercise care in the use of **Auxiliary** facilities and shall comply with guidelines to reduce excessive wear or damage. Lessee agrees to keep the facilities in a clean and orderly condition and to remove all waste material at the conclusion of this Sublease.
13. Amendments, Entire Sublease, and Severability. This Facility Sublease constitutes the entire Sublease between the parties with respect to the subject matter hereof. This Facilities Sublease may not be modified or amended except in writing signed by both parties. Should any provision of this Facilities Sublease be invalid, illegal, or unenforceable in any respect, such provision will not affect the validity and enforceability of any other part of this Facilities Sublease.
14. Common Area Use. Lessee recognizes that its use may coincide with other uses of **Auxiliary** property, and agrees that it will organize its use and activities to cause as little disruption as possible to such uses of the **Auxiliary** buildings and equipment.
15. Insurance. Lessee shall maintain a copy of policies of comprehensive general liability insurance. Said insurance minimum limits recommended shall be no less than \$1,000,000 overall, which shall include, but not limited to, bodily injury, property damage, and umbrella clause. The insurance policy shall contain or be endorsed to contain the following provisions: For the general liability policy the Trustees of the California State University, the Santos Manuel Student Union of California State University, San Bernardino, California State University, San Bernardino and the state of California their officers, employees, representatives, volunteers and agents shall be covered as additional insureds.
16. Termination. This Sublease may be terminated upon any of the following occurrences:
 - a. By either party giving thirty (30) days written notice to the other party.
 - b. Upon expiration of the Sublease term as set forth in section 2.
 - c. Upon breach of any substantial provision of this Sublease.
 - d. Upon termination of the Sublease and Lease by the Trustees of The California State University for administrative necessity or for any other reason which gives

the Trustees have the right to terminate the Sublease and Lease under the terms of that document.

17. Governing Law. This Facilities Sublease will be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflict of laws. The parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America located in the State of California for any actions, suits or proceedings arising out of or related to this Sublease. This Sublease is deemed by the parties to have been executed and delivered in San Bernardino, California.
18. Dispute Resolution. If a dispute should arise between the Parties with respect to the obligations hereunder or the interpretation of this Facilities Sublease, prior to the commencement of any legal action, the Parties agree to meet and confer in good faith on all matters of common interest on all controversies, claims or disputes (“Dispute”) which materially affect the performance of either Party under this Facilities Sublease. Promptly after a Dispute is recognized by either Party, such Party may communicate the substance of the Dispute to the other Party’s primary contact. Once a Dispute has been raised, the primary contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified. If the Dispute is not resolved between the Parties’ respective primary contacts, then the Parties shall submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them. The foregoing, however, shall not prevent or limit either Party’s right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.
19. Attorney’s Fees. If either party incurs legal fees or litigation expenses, whether or not an action is instituted, to enforce the terms of this Sublease or to recover damages or injunctive relief for breach of this Sublease, it is agreed that the successful or prevailing party will be entitled to reasonable attorney’s fees, litigation expenses, expert witness fees and other costs in addition to any other relief to which it may be entitled.
20. Notices. All notices herein 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 U.S. mail, certified and postage prepaid, and addressed as follows:

To the LESSEE:

California State University, San Bernardino
Institutional Equity and Compliance Title IX Office
5500 University Parkway, San Bernardino, CA 92407

To the AUXILIARY:

Santos Manuel Student Union of California State University, San Bernardino
5500 University Parkway, San Bernardino, CA 92407

Nothing herein contained shall preclude the giving of such written notice by personal service.

21. Damage to Premises. If the lease premises are damaged by fire, earthquake, accident, or other casualty, **Auxiliary** shall have the right to restore the Premises by repair or rebuilding. If **Auxiliary** chooses not to restore the Premises by repair or rebuilding, and such damage renders more than 10% of the floor space unusable for the purposes intended, this Sublease shall terminate.

22. Hazardous Materials. **Lessee** shall not use, store, generate, release or dispose of any hazardous material on the Premises are part. However, **Lessee** is permitted to make use of such materials that are required to be used in the normal course of **Lessee's** operations provided that **Lessee** complies with all applicable Laws related to the hazardous materials. **Lessee** is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by **Lessee**.

IN WITNESS HEREOF, the parties hereto execute this Sublease on the above date.

AUXILIARY ORGANIZATION:

Jesse Felix, SMSU Executive Director

Date

LESSEE:

David Hou, Executive Director

Date

CSUSB APPROVED:

Angelica Jara, Lead Procurement & Contracts Specialist

Date



**SANTOS MANUEL STUDENT UNION
OF
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO**

FACILITY SUBLEASE

This Facilities Sublease (“Sublease”) is made and entered into this 1st day of April 2023, between the Santos Manuel Student Union of California State University, San Bernardino, hereinafter called "**Auxiliary**", and California State University, San Bernardino Undocumented Student Success Center, hereinafter called "**Lessee**".

WHEREAS, **Auxiliary** entered into a Lease on September 1, 2017 with the Trustees of The California State University, a copy of which is attached hereto as Exhibit A, and

WHEREAS, said Lease authorizes the President of California State University, San Bernardino, or designee, to approve a Sublease for any portion of the leased premises, and

WHEREAS, the President of California State University, San Bernardino, or designee, acknowledges their approval of this Sublease.

WHEREAS, the continuance of the term of this Sublease past the current term of the Master Agreement is contingent on the renewal of the Master Agreement.

NOW, THEREFORE, **Auxiliary** and **Lessee** hereby agree as follows.

1. **Premise**. **Auxiliary** hereby subleases to **Lessee** the following property:

In the Santos Manuel Student Union North, the Lessee shall have exclusive use of one space on the third floor, room 3313, with the space totaling 1,055 square feet. The space is outlined in red on the attached floor plan, which is attached hereto as Exhibit B.

2. **Term**. The term of this Sublease shall be from April 1, 2023 until March 31, 2024, unless sooner terminated as herein provided.

3. **Rent**. **Lessee** shall pay rent at the monthly rate of \$1,864.71 (\$1.77 per square foot) payable quarterly in arrears (\$22,376.55 annually). **Auxiliary** reserves the right to re-evaluate the rental rate thirty (30) days prior to January 1st of each year of the term for the balance of the term of the Sublease. The parties shall negotiate in good faith any rent adjustment.

4. **Services.** **Auxiliary** agrees to provide the following to **Lessee**:
 - a. Utility and custodial services at the monthly rate of \$6,874.44 per year (\$0.543 per square foot) payable quarterly in arrears. **Auxiliary** reserves the right to re-evaluate utility and custodial charges in January of each year to ensure that direct costs have been equitably assessed.
 - b. **Lessee** shall pay for its telephone service directly to the University.
5. **Subletting.** **Lessee** shall not assign nor sublet this Sublease without prior written approval of **Auxiliary**.
6. **Quiet Use and Enjoyment.** **Auxiliary** reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.
7. **Indemnification.** This Sublease is made upon the express condition that **Auxiliary**, California State University, San Bernardino, the Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers and employees are indemnified from any liability and claims for damages by reason of any injury to any person or persons, including **Lessee**, or property of any kind whatsoever and to whomsoever belonging including **Lessee**, from any cause or causes whatsoever in any way arising out of **Lessee's** business activity or use of the premises under this Sublease or any extension thereof. **Lessee** agrees to indemnify and hold harmless **Auxiliary**, California State University, San Bernardino, Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers 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 premises herein described, by **Lessee**.
8. **Alterations.** **Lessee** agrees to make no alterations to the premises, including, but not limited to, all modifications and permanent fixtures, without the prior written approval of **Auxiliary**.
9. **Compliance with Laws.** **Lessee** shall not violate nor allow to be violated any federal, state, or local law, or rule of the Trustees or of the campus.
10. **Holdover Tenant.** Should **Lessee** occupy the premises after the date of expiration of this Sublease, and the **Auxiliary** agrees to the continuation of occupancy in writing, such tenancy shall be on a month-to-month basis subject to the terms and conditions of this Sublease and any rent increase **Auxiliary** may assert at the end of the Sublease.

11. Compliance. Lessee agrees to comply with all the terms of Sublease and Lease insofar as they are applicable to Lessee.
12. Premise Restoration. Upon termination or expiration of this Sublease, Lessee, at its own expense and risk, shall restore the premises as nearly as possible to the condition existing prior to the execution of this Sublease subject to normal wear and tear of occupancy of the premises.

Lessee shall exercise care in the use of **Auxiliary** facilities and shall comply with guidelines to reduce excessive wear or damage. Lessee agrees to keep the facilities in a clean and orderly condition and to remove all waste material at the conclusion of this Sublease.
13. Amendments, Entire Sublease, and Severability. This Facility Sublease constitutes the entire Sublease between the parties with respect to the subject matter hereof. This Facilities Sublease may not be modified or amended except in writing signed by both parties. Should any provision of this Facilities Sublease be invalid, illegal, or unenforceable in any respect, such provision will not affect the validity and enforceability of any other part of this Facilities Sublease.
14. Common Area Use. Lessee recognizes that its use may coincide with other uses of **Auxiliary** property, and agrees that it will organize its use and activities to cause as little disruption as possible to such uses of the **Auxiliary** buildings and equipment.
15. Insurance. Lessee shall maintain a copy of policies of comprehensive general liability insurance. Said insurance minimum limits recommended shall be no less than \$1,000,000 overall, which shall include, but not limited to, bodily injury, property damage, and umbrella clause. The insurance policy shall contain or be endorsed to contain the following provisions: For the general liability policy the Trustees of the California State University, the Santos Manuel Student Union of California State University, San Bernardino, California State University, San Bernardino and the state of California their officers, employees, representatives, volunteers and agents shall be covered as additional insureds.
16. Termination. This Sublease may be terminated upon any of the following occurrences:
 - a. By either party giving thirty (30) days written notice to the other party.
 - b. Upon expiration of the Sublease term as set forth in section 2.
 - c. Upon breach of any substantial provision of this Sublease.
 - d. Upon termination of the Sublease and Lease by the Trustees of The California State University for administrative necessity or for any other reason which gives

the Trustees have the right to terminate the Sublease and Lease under the terms of that document.

17. Governing Law. This Facilities Sublease will be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflict of laws. The parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America located in the State of California for any actions, suits or proceedings arising out of or related to this Sublease. This Sublease is deemed by the parties to have been executed and delivered in San Bernardino, California.
18. Dispute Resolution. If a dispute should arise between the Parties with respect to the obligations hereunder or the interpretation of this Facilities Sublease, prior to the commencement of any legal action, the Parties agree to meet and confer in good faith on all matters of common interest on all controversies, claims or disputes (“Dispute”) which materially affect the performance of either Party under this Facilities Sublease. Promptly after a Dispute is recognized by either Party, such Party may communicate the substance of the Dispute to the other Party’s primary contact. Once a Dispute has been raised, the primary contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified. If the Dispute is not resolved between the Parties’ respective primary contacts, then the Parties shall submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them. The foregoing, however, shall not prevent or limit either Party’s right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.
19. Attorney’s Fees. If either party incurs legal fees or litigation expenses, whether or not an action is instituted, to enforce the terms of this Sublease or to recover damages or injunctive relief for breach of this Sublease, it is agreed that the successful or prevailing party will be entitled to reasonable attorney’s fees, litigation expenses, expert witness fees and other costs in addition to any other relief to which it may be entitled.
20. Notices. All notices herein 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 U.S. mail, certified and postage prepaid, and addressed as follows:

To the LESSEE:

California State University, San Bernardino
Undocumented Student Success Center
5500 University Parkway, San Bernardino, CA 92407

To the AUXILIARY:

Santos Manuel Student Union of California State University, San Bernardino
5500 University Parkway, San Bernardino, CA 92407

Nothing herein contained shall preclude the giving of such written notice by personal service.

21. Damage to Premises. If the lease premises are damaged by fire, earthquake, accident, or other casualty, **Auxiliary** shall have the right to restore the Premises by repair or rebuilding. If **Auxiliary** chooses not to restore the Premises by repair or rebuilding, and such damage renders more than 10% of the floor space unusable for the purposes intended, this Sublease shall terminate.
22. Hazardous Materials. **Lessee** shall not use, store, generate, release or dispose of any hazardous material on the Premises are part. However, **Lessee** is permitted to make use of such materials that are required to be used in the normal course of **Lessee's** operations provided that **Lessee** complies with all applicable Laws related to the hazardous materials. **Lessee** is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by **Lessee**.

IN WITNESS HEREOF, the parties hereto execute this Sublease on the above date.

AUXILIARY ORGANIZATION:

Jesse Felix, SMSU Executive Director

Date

LESSEE:

Jairo Leon, Director – Undocumented Student Success Center

Date

CSUSB APPROVED:

Angelica Jara, Lead Procurement & Contracts Specialist

Date



**SANTOS MANUEL STUDENT UNION
OF
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO**

FACILITY SUBLEASE

This Facilities Sublease (“Sublease”) is made and entered into this 1st day of ~~July~~ September 2023, between the Santos Manuel Student Union of California State University, San Bernardino, hereinafter called "**Auxiliary**", and California State University, San Bernardino, Academic Success and Undergraduate Advising (ASUA) Tutoring Center, hereinafter called "**Lessee**".

WHEREAS, **Auxiliary** entered into a Lease on September 1, 2017 with the Trustees of The California State University, a copy of which is attached hereto as Exhibit A, and

WHEREAS, said Lease authorizes the President of California State University, San Bernardino, or designee, to approve a Sublease for any portion of the leased premises, and

WHEREAS, the President of California State University, San Bernardino, or designee, acknowledges their approval of this Sublease.

WHEREAS, the continuance of the term of this Sublease past the current term of the Master Agreement is contingent on the renewal of the Master Agreement.

NOW, THEREFORE, **Auxiliary** and **Lessee** hereby agree as follows.

1. Premise. **Auxiliary** hereby subleases to **Lessee** the following property:

In the Santos Manuel Student Union South, the Lessee shall have exclusive use of ~~one~~ two spaces on the ~~first-second~~ floor, rooms ~~102B220 & 221~~, with the spaces totaling ~~265~~ 772 square feet. The space is outlined in red on the attached floor plan, which is attached hereto as Exhibit B.

2. Term. The term of this Sublease shall be from ~~July-September~~ September 1, 2023 until June 30, 2024, unless sooner terminated as herein provided.

3. Rent. **Lessee** shall pay rent at the monthly rate of \$~~469.05~~ 1,366.44 (\$1.77 per square foot) payable quarterly in arrears (\$~~5,628.60~~ 16,397.28 annually). **Auxiliary** reserves the right to re-evaluate the rental rate thirty (30) days prior to January 1st of each year of the term for the balance of the term of the Sublease. The parties shall negotiate in good faith any rent adjustment.

4. Services. **Auxiliary** agrees to provide the following to **Lessee**:
 - a. Utility and custodial services at the monthly rate of \$~~143.89~~ 419.196 (\$0.543 per square foot) payable quarterly in arrears (\$~~1,726.68~~ 5,030.35 annually). **Auxiliary** reserves the right to re-evaluate utility and custodial charges in January of each year to ensure that direct costs have been equitably assessed.
 - b. **Lessee** shall pay for its telephone service directly to the University.
5. Subletting. **Lessee** shall not assign nor sublet this Sublease without prior written approval of **Auxiliary**.
6. Quiet Use and Enjoyment. **Auxiliary** reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.
7. Indemnification. This Sublease is made upon the express condition that **Auxiliary**, California State University, San Bernardino, the Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers and employees are indemnified from any liability and claims for damages by reason of any injury to any person or persons, including **Lessee**, or property of any kind whatsoever and to whomsoever belonging including **Lessee**, from any cause or causes whatsoever in any way arising out of **Lessee's** business activity or use of the premises under this Sublease or any extension thereof. **Lessee** agrees to indemnify and hold harmless **Auxiliary**, California State University, San Bernardino, Trustees of the California State University, the state of California and their officers, agents, representatives, volunteers 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 premises herein described, by **Lessee**.
8. Alterations. **Lessee** agrees to make no alterations to the premises, including, but not limited to, all modifications and permanent fixtures, without the prior written approval of **Auxiliary**.
9. Compliance with Laws. **Lessee** shall not violate nor allow to be violated any federal, state, or local law, or rule of the Trustees or of the campus.
10. Holdover Tenant. Should **Lessee** occupy the premises after the date of expiration of this Sublease, and the **Auxiliary** agrees to the continuation of occupancy in writing, such tenancy shall be on a month-to-month basis subject to the terms and conditions of this Sublease and any rent increase **Auxiliary** may assert at the end of the Sublease.

11. Compliance. Lessee agrees to comply with all the terms of Sublease and Lease insofar as they are applicable to Lessee.
12. Premise Restoration. Upon termination or expiration of this Sublease, Lessee, at its own expense and risk, shall restore the premises as nearly as possible to the condition existing prior to the execution of this Sublease subject to normal wear and tear of occupancy of the premises.

Lessee shall exercise care in the use of **Auxiliary** facilities and shall comply with guidelines to reduce excessive wear or damage. Lessee agrees to keep the facilities in a clean and orderly condition and to remove all waste material at the conclusion of this Sublease.
13. Amendments, Entire Sublease, and Severability. This Facility Sublease constitutes the entire Sublease between the parties with respect to the subject matter hereof. This Facilities Sublease may not be modified or amended except in writing signed by both parties. Should any provision of this Facilities Sublease be invalid, illegal, or unenforceable in any respect, such provision will not affect the validity and enforceability of any other part of this Facilities Sublease.
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IN WITNESS HEREOF, the parties hereto execute this Sublease on the above date.

AUXILIARY ORGANIZATION:

Jesse Felix, SMSU Executive Director

Date

LESSEE:

Lesley Davidson-Boyd, Associate Vice President, ASUA

Date

CSUSB APPROVED:

Angelica Jara, Lead Procurement & Contracts Specialist

Date