

**CALIFORNIA STATE UNIVERSITY, STANISLAUS
AUXILIARY AND BUSINESS SERVICES**

CAMPUS SERVICES AGREEMENT

This agreement is made and entered into by and between California State University, Stanislaus (University) and California State University, Stanislaus Auxiliary and Business Services (ABS).

I. Purpose

The California State University Chancellor's *Executive Order 753 Allocation of Costs to Auxiliary Enterprise* requires that auxiliary enterprises shall be charged the allowable direct costs plus an allocable portion of indirect costs associated with facilities, goods, and services provided by the University funded from the General Fund. In consideration of the benefits the University receives related to an Auxiliary Enterprise's use of University provided goods, facilities, and services, an offset of the above named charge-backs may be allowed.

The purpose of this agreement is to document certain services provided by the University to ABS or its operations and to set forth the terms and conditions for contributions in lieu of payment. This agreement will not take precedence over any written agreements for provision of services by the University that include financial compensation from ABS. Such Service Agreements will be listed on **Exhibit A**, attached hereto.

II. Term

The term of this agreement shall be the 1st day of October 2008, and ending on the 30th day of September 2018, unless sooner terminated as herein provided.

III. Agreement

In consideration of the benefits ABS receives from the University related to use of commercial services facilities, goods and services, ABS agrees to provide in-kind services and financial contribution to the University. The in-kind services and benefits to the University are detailed in the sections below. The facilities, goods and services that are provided to ABS in exchange for the in-kind services and the financial contribution include, but are not limited to, the following:

A. Commercial Facilities

University grounds and/or facilities house the following ABS operations:

1. ABS Administration
2. Campus food services locations (including utilities)
3. Campus bookstore
4. Residential Life Village Phase I & portion of Phase II
5. Vended food and beverage sites throughout campus (including utilities),
6. Stockton Center Bookstore (including utilities)
7. Financial and Business Services for Foundation Campus Programs, Foundation Endowment Funds, and Scholarship programs

It is agreed that the benefits received by the University outweigh the additional funds that could be obtained through a rental and/or utilities payment for said facilities. These benefits include, but are not limited to:

- Auxiliary management of commercial operations on campus;
- Provision of dining services to provide meals and snacks for students, faculty and staff;
- Provision of bookstore services/management to sell textbooks, course materials, and other university retail items;
- Purchasing and flexible merchandising to provide for the specific needs of the campus;
- Auxiliary management of vending machine contracts and operations assuring availability and accessibility,
- Campus One-Card (Warrior Card/Warrior Cash) management including banking partnerships;

In addition, the University receives benefits from other ABS operations that are housed in facilities that are paid for by the Auxiliary. These benefits include, but are not limited to:

- Book store
- Student housing

B. Administrative and General Expenses

Expenses (direct or indirect) that the University incurs through assistance and support of ABS or its operations include, but are not limited to:

- Executive oversight,
- Facilities services of general campus environment (e.g., landscaping/ground maintenance, environmental safety, hazardous waste disposal, facilities planning and management, central receiving, depreciation, and administrative/supervision expenses).

Requests for specialized services will be reimbursed at the full cost of operations.

IV. Indemnification

ABS agrees to indemnify, defend, and save harmless the State, the Trustees of the California State University, Chancellor, California State University, Stanislaus, California State University, Stanislaus Auxiliary and Business Services, their officers, agents and employees of each of them (all of which are hereinafter referred to as "State") from any and all loss, damage, or liability that may be suffered or incurred by State, caused by, arising out of, or in any way connected with the operation of ABS.

V. Additional Conditions

No officer or employee of California State University, Stanislaus shall be employed by ABS if such employment would be incompatible, inconsistent, or in conflict with his or her duties as a State officer or employee.

VI. Termination

ABS or the University may terminate this agreement at any time by giving the other party at least thirty (30) days written notice of intention to do so.

VII. Amendments

This agreement may not be amended, changed, modified or altered without the written consent of ABS and the University.

VII. 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 States mail, certified and postage prepaid and addressed as herein provided:

Notice to ABS shall be addressed as follows:

California State University, Stanislaus Auxiliary and Business Services
One University Circle
Turlock, CA 95382

Notice to the University shall be addressed as follows:

Office of the Vice President for Business & Finance
California State University, Stanislaus
One University Circle
Turlock, CA 95382


IN WITNESS WHEREOF, the parties hereto as of the date indicated have executed this agreement.

Executed on 12/1, 2008

Executed on 12/31, 2008

California State University, Stanislaus
Auxiliary and Business Services (ABS)

California State University, Stanislaus

By 
Suzanne Green
Interim Executive Director

By 
Ham Shirvani
President

EXHIBITS: Exhibit A, Service Agreements

EXHIBIT A – SERVICE AGREEMENTS

The following list indicates those services provided by CSU Stanislaus to Auxiliary and Business Services for which CSU Stanislaus receives financial compensation:

SERVICE	COMPENSATION
Cashiering	Direct Bill
CMS – People Soft Financial	Direct Bill
Facility Rent	Direct Bill
Telephone Services	Monthly, billed directly
Postage/mailroom charges	Direct Bill
Supplies through Office Max Contract	Direct Bill
Reprographics	Direct Bill
Office of Technology Work Order Charges	Direct Bill
Physical Plant Repairs & Maintenance	Direct Bill
One State Employee, Administrative Assistant	Reimbursed 15% monthly
One State employee, Commercial Operations Manager	Reimbursed 50% monthly