I. Call to Order

II. Roll Call

III. Approval of Agenda #21 dated April 11, 2016 - **Action Item**

IV. Chair's Report

V. Public Comments (As per the Gloria Romero Open Meeting Act of 2000 authorized by Section 89306.)

Every A.S. Council agenda for regular meetings shall provide an opportunity for members of the public to directly address the A.S. Council on any item affecting higher education at the campus or statewide level, provided that no action shall be taken on any item not appearing on the agenda. However, Council may briefly respond to statements made or questions posed by a person exercising his or her public testimony rights, may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. A.S. Council may also provide a reference to resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or request that a matter of business be placed on a future agenda.

Persons recognized by the Chair should first identify themselves by name. Time limits will be established by the Chair depending on the number of people wishing to speak and the length of the Agenda. The maximum amount of time per speaker shall not exceed 10 minutes. Public comments regarding items on the agenda will be taken prior to each agenda item.

VI. Appointments to Committees and Council

   A. A.S. President
   B. A.S. Administrative Vice President
   C. A.S. Legislative Vice President
   D. A.S. Student Affairs Vice President

VII. Old Business

   A. Resolution 2015-16-8: Resolution in Support of No Student Mandated Reporters Except Those Explicitly Stated in Title IX - **Tabled First Reading**
   This resolution states the Associated Students of HSU will recognize and support the current Title IX campaign on Humboldt State University.

   B. Resolution 2015-16-9: The Meliorist Comfort Bench - **First Reading**
   This resolution states the Associated Students would support the installation of the Meliorist Comfort Bench.
VIII. Official Reports (10 minute limit each speaker, additional time at discretion of Chair)

A. Committee Reports from Students-at-Large (This is a time for students appointed to committees/boards to give a report to Council.)

B. President (Juan Cervantes)

AS Executive Committee Report – April 8, 2016

1. Review and approval of amendments to the Associated Students Policy Statement – Administrative, Section 100, Document No. 101, Conflict of Interest Policy – Action Item (Joan Tyson)
   The amendments will update the AS Conflict of Interest Policy that makes Council members and Executives aware of their responsibilities regarding conflict of interest.

2. Operating Agreement between California State University (CSU) and Associated Students of Humboldt State University – Action Item (Joan Tyson)
   Approval of the Renewal of the Operating Agreement between the Associated Students of Humboldt State University and the California State University for a term of July 1, 2016 through June 30, 2021.

2a. Facility Lease Between California State University and Associated Students of Humboldt State University – Action Item (Joan Tyson)
   Designates the use of Associated Students office space in the University Center Building, South Lounge, 2nd floor, Rooms 242, 244 & 246 A-F (Exhibit AA)

3. Review and approval of Associated Students of Humboldt State University Interim Executive Director Agreement – Information Item (Juan Cervantes)
   Council will review the Associated Students of Humboldt State University Interim Executive Director Agreement which was approved by the Executive Committee.

C. Administrative Affairs Vice President (Jonah Platt)

Board of Finance Report – April 8, 2016

1. Request from the Campus Center for Appropriate Technology from Special Projects/Facilities Reserves in an amount not to exceed $6,720 for the cost to replace existing countertops. – Action Item

2. Request from the Veterans Club for the earmarked funds in the Unallocated Account for an amount not to exceed $1,000 for the cost of a veteran’s commencement event. – Information Item

D. Student Affairs Vice President (Tiana Cannon)
E. Legislative Vice President (Zitlaly Macias)
F. Council Representative Reports
G. External Affairs (Madison Whaley)
H. AS Presents (Natasha Sanders)
I. Elections Commissioner (Aaron Cobas)
J. Vice President for Enrollment Management and Student Affairs (Dr. Peg Blake)
K. General Manager (Joan Tyson)

IX. General Council Discussion (At this time Council members and Executives may follow-up with questions regarding reports.)

X. New Business

XI. General Council Work Session

XII. Announcements

XIII. Adjournment
FACILITY LEASE  
BETWEEN CALIFORNIA STATE UNIVERSITY  
AND  
ASSOCIATED STUDENTS OF HUMBOLDT STATE UNIVERSITY

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 Chancellor, hereinafter called Trustees, hereby lease to the Associated Students of Humboldt State University (Lessee), hereinafter called Lessee, and Lessee hires from Trustees those certain premises described as follows:

University Center Building, South Lounge, 2nd floor, Rooms 242, 244 & 246 A-F (Exhibit AA)

Subject to:

1. 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.

I. Term of Lease
The lease is for the term beginning on the 1st day of July, 2016, and ending on the 30th day of June, 2021, unless sooner terminated as herein provided.

II. Use of Premises
Manage Student Body Organization and Programs. The Lessee further agrees that it shall not perform any of the function in these premises without consent of the Trustees.

III. Consideration
In consideration the lessee agrees, for the period covered by this agreement, that the lessee is to manage, operate and administer the campus’s Pre-award and Post-award Research projects.

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 a Lessee 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 Chancellor.
V. Buildings, Signs, Fixtures, and Equipment
During the term of the lease, Lessee 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 upon the leased land shall have prior approval of Trustees. 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 shall be and remain the property of Lessee and may be removed therefrom by Lessee prior to the termination of this lease.

VI. Alterations
The leased premises shall not be altered or changed in any manner or respect without the written consent of the campus President, and changes that may be authorized shall be made under the direction of the President 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
Lessee shall reimburse Trustees for expenditures incurred by Trustees as a result of activities of Lessee under the terms of this agreement. This reimbursement shall include but not be limited to utility costs, custodial services, maintenance cost, and supplies. Said reimbursement shall be computed on a simple but equitable basis. The Business Manager, with the approval of the campus President, shall determine and specify such costs and amount thereof, and reimbursement shall be made by Lessee within 30 days of the receipt of a notice of such determination.

The charge for space will be provided via exchange of value as noted in the Lessee’s Business Service agreement with the State.

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

1. 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.

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.

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.

** (Insert the amounts required by your specific Bond Resolution issued pursuant to the State College Revenue Bond Act of 1947. Fire and extended insurance will be obtained and maintained by the Chancellor’s Office as long as the bonds are outstanding.)

D. Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the Campus. At the option of the Campus, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Campus, its trustees, officers, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Campus 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 Campus, its 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 Campus, its 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 Campus.

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 Campus with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Campus or on other than the Campus’ forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Campus before work commences. The Campus 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 have the option to require Lessee, 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 Lessee shall fail to do so within 90 days after Trustees option, Trustees may restore the property at the risk of the Lessee and all costs and expense of such removal or restoration shall be paid by Lessee upon demand of Trustees. Trustees shall have the right to exercise this option within 30 days after the expiration of this lease, but not thereafter.

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 Humboldt State University
1 Harpst Street
Arcata, CA 95521

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
Humboldt State University
1 Harpst Street
Arcata, California 95521
IN WITNESS WHEREOF, this lease/agreement has been executed in quadruplicate by the parties hereto as of the date first above written.

Executed on_______, 20__.

Associated Students
Humboldt State University (Lessee)

By______________________________
AS General Manager

Executed on_______, 20__.

Humboldt State University

By______________________________
President