

## **SUPPLEMENTAL OPERATING AGREEMENT - BOOKSTORE**

**Number: K020100**

*A Supplemental Agreement to  
Master Operating Agreement Number K020079*

### **Preamble**

This Supplemental Operating Agreement (this "Supplemental Operating Agreement" or "Agreement") is made and entered into as of August 1, 2000 by and between the Trustees of The California State University ("Trustees") by their duly qualified and acting Chancellor on behalf of the California State Polytechnic University, Pomona ("University"), and the Cal Poly Pomona Foundation, Inc. ("Auxiliary" or "Foundation"), acting in its capacity as an authorized auxiliary organization.

### **I. Purpose**

The Trustees and the Auxiliary are parties to a Master Operating Agreement (the "Master Agreement") which authorizes the Auxiliary to perform certain functions for the University and sets forth the broad terms and conditions under which the Auxiliary will perform these functions pursuant to Chapter 7, Part 55, Division 8, Title 3 (Sections 89900, et seq.) of the Education Code, and Subchapter 6, Article 1, Part V (Sections 42400 et seq.) of Title 5 of the California Code of Regulations.

This Supplemental Operating Agreement is a supplemental agreement to the Master Agreement that further clarifies and delineates the role and responsibility of the Auxiliary in the performance of this function and related activities. This Agreement is not intended to supercede the general terms and conditions of the Master Agreement in its entirety but clarifies and/or amends identified sections as required. This Agreement contemplates that the University and the Auxiliary are parties to a Ground Lease, dated as of August 1, 2000 (the "Ground Lease"), as a separate but required instrument pursuant to which the Auxiliary will lease certain property upon which to conduct operations authorized hereby.

### **II. Function**

As an official auxiliary organization of the California State University, Auxiliary hereby agrees, for the period covered by this Agreement to perform all University bookstore functions including sale of textbooks, personal computers and software, students supply items and traditional clothing and gift items. Off campus services relating

to the bookstore function may be established by the Foundation, subject to the approval of the University President that such services support the institution's mission.

Auxiliary shall have the right to perform the function and related activities authorized under this Agreement on an exclusive basis as long as such functions are operated in compliance with Education Code Section 89900 et seq., applicable provisions of Title 5, California Code of Regulations, this Agreement, Trustees and University policy. The University shall enforce this exclusive right through campus policy and administrative action. Auxiliary further agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering this function. Prior to initiating any additional activities unrelated to this function, Auxiliary agrees to obtain written approval of Trustees.

### **III. Indemnification**

Indemnification shall be provided in accordance with Section X of the Master Agreement as it pertains to such functions and related activities.

### **IV. Term**

The term of this Agreement shall be from August 1, 2000 through February 1, 2025 unless sooner terminated as provided in Section V of this Agreement.

### **V. Termination**

This Agreement may be terminated by the Trustees upon any of the following occurrences:

- a) Expiration of this Agreement or the Ground Lease;
- b) Non-conformance with State Law, Regulations and Policies as stated in the Master Agreement; or
- c) Administrative necessity as judged by the Trustees.

### **VI. Use of Premises**

The premises on the leased land shall be used for the following purposes:

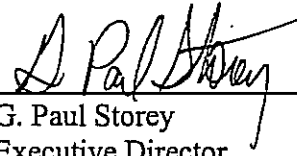
A. Operations of the Foundation under this Agreement shall be integrated with University operations and shall be under the general supervision of the University officials. Such supervision shall be provided without cost to the Foundation.

B. Construction and operation of a University bookstore, classroom, and office space, and other related student and staff activities of the University or for such

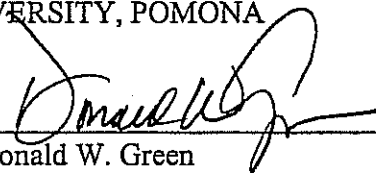
activities of the University as are approved by the Chancellor of The California State University.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties hereto as of the date first above written.

CAL POLY POMONA FOUNDATION, INC.

By   
G. Paul Storey  
Executive Director

CALIFORNIA STATE POLYTECHNIC  
UNIVERSITY, POMONA

By   
Donald W. Green  
Director of Procurement & Support Services

TRUSTEES OF THE CALIFORNIA STATE  
UNIVERSITY

By   
Patricia L. Dayneko  
Director, Contract Services & Procurement