AGENDA

Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, December 8, 2010
5:00 p.m. Closed Session 6:30 p.m. Regular Meeting
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626

1.00 Preliminary Matters I

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session – Items on Agenda)

At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.

The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Public Comment regarding matters not on the Agenda will be taken at a later point in the Agenda. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.

It is the intention of the Coast Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Secretary of the Board of Trustees at, (714) 438-4848, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

1.04 Recess to Closed Session

Conducted in Accordance with applicable sections of California law. Closed Sessions are not open to the public.

1.04.01 Public Employment (Pursuant to Government Code 54957 (b)(1))

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
   a. Interim, Vice President of Administrative Services
   b. Interim, Director, Accessibility Center for Education (ACE)

6. Classified Management

7. Classified Staff
   a. Registered Nurse
   b. Adm/Records Tech II
   c. Guidance Assistant
   d. Secretary Sr.
   e. Payroll Tech

8. Reclassification and Reorganization/Reassignment

9. Classified Temporary Assignments
   a. HR Analyst
   b. Area Facilitator
   c. Special Assignment
   d. Staff Assistant
   e. App Project Coordinator
   f. Special Assignment
   g. Information Systems Tech II
   h. Systems/Network Analyst II
   i. Staff Assistant
   j. Adm Assistant to the Vice President
   k. Web/Multimedia Programmer
   l. Coordinator of Community Services
   m. Special Assignment
   n. Lead Mechanic
   o. Special Assignment
   p. Staff Specialist

10. Hourly Staff

11. Substitute Classified

12. Clinical Advisor/Summer

13. Medical Professional Hourly Personnel

14. Student Workers

Public employment materials are available upon request from the Board of Trustees' Office

1.04.02 Conference with Legal Counsel: Existing Litigation
(Pursuant to sub-section "a" of Government Code Section 54956.9)

Morgenstern v. Orange Coast College et al., Orange County Superior Court Case No. 30-2008-00109222
Jacobson v. Coast Community College District (Arbitration)
Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)
Coast Community College Association vs. Coast Community College District, PERB Case#LA-CE-54-36-E
Coast Community College District vs. MEP, Inc. et al., Orange County Superior Court Case No. 30-2010-00380564
NGB Enterprises vs. Coast Community College District, Orange County Superior Court Case No. 2010-00423404
Coast Community College Association vs. Coast Community College District (Arbitration)

1.04.03 Conference with Legal Counsel: Anticipated Litigation
(Pursuant to sub-section "b" of Government Code Section 54956.9)

One Case: Claim filed by Rogelio Garcia-Meza

1.04.04 Conference with Labor Negotiator
(Pursuant to Code Section 54957.6)

Agency Negotiator: Deborah Hirsh, Vice Chancellor, Human Resources

Employee Organizations:
Coast Federation of Classified Employees (CFCE),
Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),
Unrepresented Employees: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association (CDMA),
Educational Administrators

1.04.05 Public Employee Performance Evaluation
(Pursuant to Government Code Section 54957)

Position: Chancellor

1.04.06 Public Employee Discipline/Dismissal/Release
(Pursuant to Government Code Section 54957)

1.05 Reconvene Regular Meeting at 6:30 p.m.

1.06 Pledge of Allegiance – Trustee Jerry Patterson

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session - Items on Agenda)

At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board prior to speaking.

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2.00 Preliminary Matters II

2.01 Oath of Office

2.02 Board Officers Election

2.03 Recess for Reception to Honor re-elected Trustee Jim Moreno and newly elected Trustee David A. Grant

2.04 Reconvene Board Meeting with New Officers and Trustee in place at Dais

2.05 Appointments to Board Committees and Other Assignments

3.00 Informative Reports I

(Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns)

3.01 Report from the Chancellor

3.02 Reports from the Presidents

3.03 Reports from the Presidents of Student Government Organizations

3.04 Reports from the Academic Senate Presidents

3.05 Reports from the Presidents of Employee Representative Groups

3.06 Reports from the Board of Trustees

3.07 Reports from the Board Committees & Review of Board Committee Meeting Dates

4.00 Informative Reports II

4.01 Management-Faculty Ratios in the Coast Community College District

4.02 Receive Initial Proposal from the Coast Community College District to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Educators/American Federation of Teachers – Local 1911

4.03 Review of the Coast Community College District Auditor's Report, Fiscal Year 2009/2010

5.00 Matters for Review, Discussion and/or Action

5.01 Board Meeting Dates

5.02 Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)

5.03 The Board Directives Log

5.04 Buildings and Grounds Reports
Orange Coast College New Consumer Health & Science Lab (ABC) Building
Orange Coast College Student Center Renovation
Golden West College Learning Resource Center
Coastline College Newport Beach Learning Center

5.05 Opportunity for the Board of Trustees to Discuss Proposed Revision to Policy 080-1-1, Definition of Confidential Employee

CONSENT CALENDAR

6.00 Travel

6.01 Authorization for Attendance at Meetings and/or Conferences

7.00 Curriculum Approval

7.01 DIS – Curriculum Approval

8.00 Authorization for Student Trips

8.01 CCC – Student Trips

8.02 GWC – Student Trips

8.03 OCC – Student Trips

9.00 Authorization for Special Projects

9.01 CCC – Special Projects

9.02 GWC – Special Projects

9.03 OCC – Special Projects

10.00 Authorization to Apply for Funded Programs

10.01 DIS - Authorization to Apply for Funded Programs

11.00 Authorization to Enter Into Standard Telecourse Agreements

11.01 CCC – Authorization to Enter Into Standard Telecourse Agreements

12.00 Approval of Clinical Contracts

12.01 GWC – Clinical Contracts

12.02 OCC – Clinical Contracts

13.00 Approval of Standard Agreements

13.01 CCC – Standard Agreements

13.02 GWC – Standard Agreements

13.03 OCC – Standard Agreements

14.00 Authorization for Purchase of Institutional Memberships

14.01 CCC – Institutional Memberships

14.02 GWC – Institutional Memberships

14.03 OCC – Institutional Memberships

15.00 Authorization for Community Activities

15.01 GWC – Community Activities

15.02 OCC – Community Activities

16.00 Authorization for Sailing Program

16.01 OCC – Sailing Program

17.00 Personnel Items

17.01 DIS – Personnel Items

a. Authorization for Schedule Changes, Classified Staff

b. Authorization for Professional Experts

18.00 Authorization for Independent Contractors

18.01 CCC – Independent Contractors

18.02 GWC – Independent Contractors

18.03 OCC – Independent Contractors

19.00 Authorization for Professional Development Program

19.01 OCC - Professional Development

20.00 Authorization for Staff Development

20.01 DIS – Authorization for Staff Development

21.00 Approval of Purchase Orders

21.01 DIS – Purchase Orders

22.00 Ratification/Approval of Checks

22.01 DIS – Ratification/Approval of Checks

23.00 Check List for General Obligation Bond Fund

23.01 DIS –General Obligation Bond Fund

24.00 Authorization for Special Payments

24.01 OCC – Special Payments

ACTION SECTION

25.00 Approval of Agreements

25.01 CCC – Approve Agreement between the County of Orange and the Coast Community College District to Operate a Special Project under Workforce Investment Act (WIA) Rapid Response for Business Assistance Services

25.02 DIS – Approval of Employment Agreement, Interim Director of Accessibility Center for Education (ACE), GWC

25.03 DIS – Approval of Employment Agreement, Interim Vice President Administrative Services, CCC

26.00 General Items of Business

26.01 DIS – Authorization for Coast Community College District to enter into a master Services Agreement with CollegeNET, Inc., a Delaware corporation, to provide Resource/Schedule 25 and 25 Live room scheduling software license, hosting, implementation and training services

26.02 DIS – Bid Tabulations and Award of Ultrasound Systems for the Orange Coast College (ABC Building); Bid No. 1990

26.03 DIS – Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services

26.04 DIS – Ratification of Termination of Prime Contractor from the Golden West College Learning Resource Center, Phase II; Bid No. 1954

26.05 DIS – Adoption of Revised Coast Community College District Reorganization/Reassignment Plan

26.06 DIS – Consideration of Annual Salary Increase for the Board of Trustees

26.07 OCC – Approve Memorandum of Understanding Regarding Orange County Quality Improvement System (OC QIS) between Orange County Department of Education and Coast Community College District/Orange Coast College Early Childhood Lab and the Harry and Grace Steele Children's Center

27.00 Buildings and Grounds Approvals

27.01 Purchase a Human Patient Simulator from a Sole Source for Orange Coast College (ABC Building)

28.00 Resolutions

28.01 Resolution # 10-30, Adoption of Mitigated Negative Declaration and Filing of Notice of Determination Orange Coast College Maritime Training Center

29.00 Approval of Minutes

29.01 Approval of Minutes of Regular Meeting of November 17, 2010

30.00 Policy Implementation

30.01 Adoption of Revisions to Board Policy 040-7-2, Inspection and Copying of Public Records

31.00 Close of Meeting

31.01 Public Comment (Items Not on Agenda)

31.02 Adjournment

PRELIMINARY MATTERS
(White Pages)

Wednesday, December 8, 2010
Regular Meeting

1. Preliminary Matters I

Subject	**1.01 - 1.08 Preliminary Matters**
Meeting	Dec 8, 2010 - Regular Meeting
Category	1. Preliminary Matters I
Access	Public
Type	Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session - Items on Agenda)

1.04 Recess to Closed Session

1.04.01 Public Employment (Pursuant to Government Code 54957 (b)(1))

1.04.02 Conference with Legal Counsel: Existing Litigation (Pursuant to sub-section "a" of Government Code Section 54956.9)

1.04.03 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "b" of Government Code Section 54956.9)

1.04.04 Conference with Labor Negotiator (Pursuant to Code Section 54957.6)

1.04.05 Public Employee Performance Evaluation (Pursuant to Government Code Section 54957)

1.04.06 Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)

1.05 Reconvene Regular Meeting at 6:30 p.m.

1.06 Pledge of Allegiance -Trustee Jerry Patterson

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session - Items on Agenda)

2. Preliminary Matters II

Subject	**2.01 - 2.05 Preliminary Matters**
Meeting	Dec 8, 2010 - Regular Meeting
Category	2. Preliminary Matters II
Access	Public
Type	Preliminary Matters

2.01 Oath of Office
2.01.01 Oath of Office - Trustee David A. Grant
2.01.02 Introduction of State Controller John Chiang by Trustee Jerry Patterson
2.01.03 Oath of Office Trustee Jim Moreno Administered by State Controller John Chiang

2.02 Board Officers Election
2.02.01 Election of Board President
2.02.02 Election of Board Vice President
2.02.03 Election of Board Clerk

2.03 Recess for Reception to Honor re-elected Trustee Jim Moreno and newly elected Trustee David A. Grant

2.04 Reconvene Board Meeting with New Officers and Trustee in place at Dais

2.05 Appointments to Board Committees and Other Assignments

a. Appointments to the Board of Trustees' Accreditation Committee

Members: Trustee Mary L. Hornbuckle, Term Expires December 2013
Trustee Dr. Lorraine Prinsky, Term Expiring December 2012

b. Appointments to Board of Trustees' Audit Committee

Members: Trustee Mary L. Hornbuckle, Term Expires December 2012
*Trustee Jim Moreno, Term Expires December 2010

c. Appointments to the Board of Trustees' Budget Committee

Members: Trustee Jim Moreno, Term Expires December 2012
*Vacant, Term Expires December 2011

d. Appointments to the Board of Trustees' Career Technical Education Committee

Members: Trustee Jim Moreno, Term Expires December 2013
*Vacant, Term Expires December 2012

e. Appointments to the Board of Trustees' Land Development Committee

Members: Trustee Jerry Patterson, Term Expires December 2011
*Vacant, Term Expires December 2012

f. Appointments to the Board of Trustees' Personnel Committee

Members: Trustee Dr. Lorraine Prinsky, Term Expires December 2011
Trustee Jerry Patterson, Term Expires December 2012

g. Appointments to the Board of Trustees' Legislative Affairs Committee

It is recommended that the Board of Trustees appoint a Member to this Committee with a term beginning December 2010 and ending December 2012. It is recommended that the Board of Trustees appoint a Member to this Committee with a term beginning December 2010 and ending December 2013.

h. Appointment of Trustee to serve on the Nominating Committee for Orange County on School District Organization (Trustee Jim Moreno served on this Committee in 2010)

i. Appointment of Trustee to serve on the Orange County school Board's Political Action Group Effort (Trustee Dr. Lorraine Prinsky served on this Committee in 2010)

GENERAL INFORMATION AND REPORTS
(White Pages)

3. Informative Reports I

Subject	**3.01 - 3.07 Informative Reports**
Meeting	Dec 8, 2010 - Regular Meeting
Category	3. Informative Reports I
Access	Public
Type	Informative Reports

3.01 Report from the Chancellor

Dr. Ding-Jo H. Currie

3.02 Reports from the Presidents

Dr. Loretta Adrian, Coastline Community College
Dr. Dennis Harkins, Orange Coast College
Wes Bryan, Golden West College

3.03 Reports from the Presidents of Student Government Organizations

Lisa Okamoto, Coastline Community College
David Salai, Golden West College
Catherine Tran, Orange Coast College

3.04 Reports from the Academic Senate Presidents

Nancy Jones, Coastline Community College
Theresa Lavarini, Golden West College
Vesna Marcina, Orange Coast College

3.05 Reports from the Presidents of Employee Representative Groups

Ann Nicholson, Coast Federation of Classified Employees (CFCE)
Dr. Barbara Price, Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA)
Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)
Christina Irvin, Association of Confidential Employees (ACE)
Vince Rodriguez, Coast District Management Association (CDMA)

3.06 Reports from the Board of Trustees

Trustee Jerry Patterson, Board President
Trustee Dr. Lorraine Prinsky, Board Vice President
Trustee Jim Moreno, Board Clerk
Trustee Mary L. Hornbuckle
Trustee David Grant
Student Trustee Lee Fuller

3.07 Reports from the Board Committees & Review of Board Committee Meeting Dates

Accreditation Committee

Audit Committee
Budget Committee
Career Technical Education Committee
Land Development Committee
Personnel Committee
Orange County Legislative Task Force

Career Technical Education - December 14, 2010 at 1:00 p.m., Board of Trustees' Conference Room
Budget - January 18, 2011 at 9:00 a.m., Board of Trustees' Conference Room
Personnel - January 26, 2011 at 2:00 p.m., Board of Trustees' Conference Room
Audit - February 8, 2011 at 3:00 p.m., Board of Trustees' Conference Room

4. Informative Reports II

Subject	**4.01 - 4.03 Informative Reports**
Meeting	Dec 8, 2010 - Regular Meeting
Category	4. Informative Reports II
Access	Public
Type	Informative Reports

4.01 Management-Faculty Ratios in the Coast Community College District

At this time, the Board of Trustees will receive a presentation from the Vice Chancellor of Human Resources, Deborah Hirsh, on management-faculty ratios within the Coast Community College District.

4.02 Receive Initial Proposal from the Coast Community College District to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Educators/American Federation of Teachers – Local 1911

Pursuant to Section 3547(a) of the *Government Code*, the following is submitted by the Coast Community College District as its initial proposal for negotiations of a successor agreement with the Coast Federation of Educators /American Federation of Teachers (CFE/AFT – Local 1911). It is hoped that the negotiations process for this successor agreement will embrace Interest Based Negotiations (IBN), a joint venture currently being explored by the District and its bargaining units. If successful in this endeavor, joint interests will be shared and solutions will be jointly developed during a facilitated negotiations process without the use of traditional proposals and counter-proposals. An alternative hybrid model may also be jointly selected, in which the use of proposals and counter-proposals may facilitate arriving at solutions and agreements for specifically identified articles opened by either side. The District considers any article opened by the CFE for renegotiation, as being opened for both parties and subject to modification. Furthermore, it is the District's intent to respond to each article opened for renegotiations by CFE. The District's proposal is conceptual in nature, with specific language to be provided during the negotiations process. The District reserves its rights to modify its initial proposal by opening additional articles and/or sections, as it deems necessary and appropriate.

The coming years are presenting substantial challenges to the District due to the persisting state fiscal crisis.

At the time of the 2010-11 FY Adopted Budget, the District projected an internal operating deficit of approximately $3 million emerging in the 2011-12 FY. New estimates based on an analysis from the Legislative Analyst Office (LAO) are now predicting substantial additional state cuts amounting to another $7 million for the District for 2011-12 FY, bringing the total to approximately $10 million that the District will have to cut from its operating costs in 2011-12 FY alone, with estimates of another $7 million in 2012-13 FY. And while the District has taken every effort to make a reasonable estimate of fiscal impacts, these projections are subject to the vagaries and volatility present in the state budget and are subject to change.

The District shall first continue to seek long-term solutions in mitigating budget deficits in areas outside of salary and benefits. However, as 90 percent of the District's general fund budget is dedicated to staff salaries and benefits, the District will be forced to seek financial concessions, preferably temporary in nature, during the negotiations with unions and the meet and confer process with employee groups to close the $10 million gap. As the District values all of its employees, it is the District's intent that concessions made, either temporary or permanent, be equitable across all employee categories.

Prior year solutions included the ENDS program which contributed to the closure of an estimated $13 million imbalance and resulted in the permanent elimination of more than 100 positions. The District is seeking a collaborative and cooperative process that will consider strategies that will generate the necessary savings while minimizing further reductions to staff and maintaining maximization of access for students and service to

the community. Strategies that may be jointly considered for negotiation include but are not limited to:

- Salary rollbacks
- Furloughs
- The establishment of a Joint Labor Management Benefits Committee with negotiating authority
- Benefits savings gained through restructuring of benefits package and the elimination and/or reduction of some current benefits
- Benefits eligibility restructuring
- Total compensation model
- ENDS II
- Individual voluntary reductions in service
- Increased productivity to include increased class size
- Freezing of step and column increases
- Overload reductions
- Overload pay calculation that results in a decrease in total overload paid out by District
- Suspension of salary growth formula
- Suspension of longevity pay

Because of the seriousness of the fiscal situation, the District realizes this will be a challenging negotiations process, with or without IBN. With this in mind, the District desires to focus the negotiations primarily on specific articles and provisions with direct fiscal implications. The District's basic interests in the negotiations are to achieve the necessary savings and to avoid reduction in staff through layoff.

Consistent with the above, the District proposes opening the following articles:

Article XI – Hours of Service

Article XIII – Compensation

Article XX – Employee and Dependent Benefits and Coverage

Article XXVI – Agreement Conditions and Duration:

- Contract term
- Reopeners on Salary and Benefits

4.03 Review of the Coast Community College District Auditor's Report, Fiscal Year 2009/2010

An Audit report of District operations for fiscal year 2009/2010 has been completed and is submitted for review (See Attachment # 11). The District Administrative Services staff, campus Business Office staff, and Internal Audit Services have reviewed the audit and prepared the following summary:

The audit report includes one finding regarding compliance issues. The District Fiscal Affairs Office, campus Business Offices, and Internal Audit Services have developed an action plan to respond to the recommendations suggested by the external auditors.

The audit report concludes that the "...financial statements listed in the aforementioned table of contents present fairly, in all material respects, the financial position of the Coast Community College District as of June 30, 2010, and the results of its operations, changes in net assets and cash flows for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America."

Agenda Item Details

Meeting	Dec 08, 2010 - Regular Meeting
Category	5. Matters for Review, Discussion and/or Action I
Subject	5.01 - 5.05 Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

Public Content

5.01 Board Meeting Dates

January 19, 2011 - Regular Meeting
February 2, 2011 - Regular Meeting
February 16, 2011 - Regular Meeting
March 2, 2011 - Regular Meeting
March 16, 2011 - Regular/Study Session
April 6, 2011 - Regular Meeting
April 20, 2011 - Service Awards
May 4, 2011 - Regular Meeting
May 18, 2011 - Regular Meeting
June 15, 2011 - Regular/Study Session
July 20, 2011 - Regular Meeting
August 3, 2011 - Regular/Study Session
August 17, 2011 - Regular Meeting
September 7, 2011 - Regular/Study Session
September 21, 2011 - Regular Meeting
October 5, 2011 - Regular Meeting
October 19, 2011 - Regular/Study Session
November 2, 2011 - Regular Meeting
November 16, 2011 - Regular Meeting
December 4, 2011 - Organizational Meeting

5.02 Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT), California Community College League (CCLC), & California Community College Trustees (CCCT)

January 21-24, 2011 Sacramento, CA, CCLC / CCCT Effective Trusteeship Workshop
January 22, 2011 Sacramento, CA, CCLC Board Chair Workshop
January 23 & 24, 2011 Sacramento, CA, CCLC Annual Legislative Conference
January 26-29, 2011 Newport Beach, CA, AACC Workforce Development Institute
February 13-16, 2011 Washington D.C., ACCT National Legislative Summit
March 8-11, 2011 Pacific Grove, CCLC Asilomar Leadership Skills Seminar
April 9-12, 2011 New Orleans, LA, AACC's Annual Convention
April 15-16, 2011 Sacramento, CA, CCCT Executive Committee and Board Meetings
April 29- May1, 2011 Monterey, CA, CCLC Annual Trustees Conference
June 17-18, 2011 Sacramento, CA CCCT Executive Committee and Board Meetings
October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress

5.03 The Board Directives Log

The Board Directives Log tracks requests made by the Board of Trustees. A copy of the Board Directives Log is available for review in the Board of Trustees' Office and at Board Meetings. The Board may take action pertaining to matters on the Log by adding, deleting, or modifying items.

5.04 Buildings and Grounds Reports

Orange Coast College New Consumer Health & Science Lab (ABC) Building

Architect: LPA Architecture
Construction Manager: CW Driver
Est. Completion: December 2010
Funding: Measure C General Obligation Bond and State Capital Outlay Funds

Project Status: Two of the three buildings are in the final completion stage and installation of overhead acoustic ceilings and flooring is ongoing in third building. Adjustment and commissioning of the mechanical systems will begin next week and equipment shipments are expected to be arriving this month in anticipation for moving into the new building during the month of January.

Orange Coast College Student Center Renovation

Architect: AEPC Architecture
Construction Manager: CW Driver
DSA Approval: April 2010
Construction Start: June 2010
Est. Completion: January 2011
Funding: Measure C General Obligation Bond

Project Status: This project is proceeding quickly. Interior painting (with the exception of final painting/touchup) is completed, flooring and ceiling installation is concluding, and carpeting should be installed next week. New kitchen equipment is currently being installed and the furniture is expected to be delivered on December 15th. In addition to the ABC building move-in, the transition from the temporary to the newly renovated Student Center will take place during the month of January. It will be a busy month of transition and preparation on the OCC campus.

Golden West College Learning Resource Center

Architect: Steinberg Group
Construction Manager: URS
DSA Approval: March 2008
Construction Start: July 2008
Est. Completion: December 2010
Funding Source: Measure C General Obligation Bond

Project Status: The "critical path" contractor on this project, T&Y Construction, has been terminated from the project. In an effort to complete this project without any further delay, the District exhausted all efforts to facilitate and assist T&Y in the resolution of ongoing contractor-subcontractor disputes. Unfortunately, numerous ongoing issues have continued to cause detrimental impact to the project timeline. T&Y's contractual obligations will be assumed by American Fire and Casualty Insurance, the performance and payment bond holder on this project. Other trade contractors will continue to work, to the extent possible, pending the selection of a completion contractor. The project team is hopeful that a Takeover Agreement between Coast Community College District and American Fire and Casualty will be reached quickly and can be presented to the Board of Trustees on January 19th.

Coastline College Newport Beach Learning Center

Architect: LPA Architecture
Construction Manager: CW Driver
DSA Approval (Phase II: Building Construction): Pending (Estimated January 2011)
Est. Construction Start: August 2010 (Phase I: Site Preparation)
Est. Completion: June 2012
Funding: Measure C General Obligation Bond

Project Status: The project team is ready to begin bidding the construction of the new building (Phase II of the project). Pending DSA approval, this project will likely be advertised for bid prior to the next Board of Trustees meeting. The site preparation activities (Phase I) are progressing on schedule.

5.05 Opportunity for the Board of Trustees to Discuss Proposed Revision to Policy 080-1-1, "Definition of Confidential Employee"

At the request of the Board President, Trustees shall have the opportunity to discuss proposed revisions to the Policy 080-1-1, "Definition of Confidential Employee." After review and comment by the Board, this item will be returned to the Action Section of the January 19, 2011 meeting for adoption (See Attachment # 1)

Definition of Confidential Employee 11-29-10.pdf (58 KB) 12-8-10 Meeting.pdf (16 KB)

CONSENT CALENDAR

(Yellow Pages)

Items on the Consent Calendar may be adopted by a single motion of the Board of Trustees. To have an item considered separately a request must be made prior to the adoption of the motion to approve the Consent Calendar.

6. Travel

Subject	**6.01 DIS - Authorization for Attendance at Meetings and/or Conferences**
Meeting	Dec 8, 2010 - Regular Meeting
Category	6. Travel
Access	Public
Type	Consent

Meetings for the Board of Trustees

CONRAD J MORENO, Board Member (CCCD), to attend the Community College League of California 2011 Legislative Conference, with reimbursement for actual expenses, including a registration fee of $385, and Community College League of California 2011 Effective Trusteeship Conference with reimbursement for actual expenses, including a registration fee of $280, January 20 – 25, 2011, Sacramento, CA, to be paid from District Conference Funds. To be reimbursed for mileage equivalent value of airfare.

JERRY M PATTERSON, Board Member (CCCD), to attend the Community College League of California Board Chair Workshop, with reimbursement for actual expenses, including a registration fee of $55, and the Community College League of California 2011 Legislative Conference with reimbursement for actual expenses, including a registration fee of $385, January 22 – 24, 2011, travel by Air Coach, to be paid from District Conference Funds.

LORRAINE E PRINSKY, Board Member (CCCD), to attend the Community College League of California 2011 Legislative Conference, January 22-24, 2011, Sacramento, CA, with reimbursement for actual expenses, including a registration fee of $385, travel by Air Coach, to be paid from District Conference Funds.

Meetings for Faculty and Staff

EDUARDO J ARISMENDI-PARDI, Instructor (OCC), to attend the National Institute for Staff and Organizational Development Conference, May 28 - June 2, 2011, Austin, TX, without loss of salary, with reimbursement for allowable expenses of $1,200, including a registration fee of $475, travel by Air Coach, rental car and insurance, to be paid from CFE Contracted PDI Full Time Conference Funds.

JASON S CANTUS, Hourly Instructor (GWC), to attend the Logic 301: Advanced Techniques in Logic Pro 9 Course, January 27-29, 2011, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of $700, including a registration fee of $700, to be paid from CCA Conference Funds.

WARREN S CARTER, Instructor (GWC), to attend the Final Cut Pro 7 - FCP 200 Class, January 17-21, 2011, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of $1,499, including a registration fee of $1499, to be paid from VTEA/Perkins funds.

WARREN S CARTER, Instructor (GWC), to attend the Apple Final Cut Pro 7 - FCP 300 Class, February 21-23, 2011, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of $1,099, including a registration fee of $1099, to be paid from VTEA/Perkins funds.

BRIAN E CONLEY, Instructor (GWC), to attend the League of Innovation in the Community Colleges Annual Conference, February 27 - March 2, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $1,000, including a registration fee of $550, to be paid from IPD AFT conference funds.

MARIUS CUCURNY, Instructor (GWC), to attend the North American Renewable Energy Training (NARET) Language Evaluation, January 9-21, 2011, Cueruavaca, Morelos, Mexico without loss of salary, with reimbursement for allowable expenses of $3,000, including travel by Air Coach, rental car and insurance, to be paid from NARET FIPSE Grant Funds.

MEREDITH A DORNER, Hourly Instructor (OCC), to attend the International Alliance of Teacher Scholars: Lilly West Conference, March 11 - 12, 2011, Pomona, CA, without loss of salary, with reimbursement for allowable expenses of $700, including a registration fee of $475, to be paid from CCA/CTA Union Funds.

ALBERT M GASPARIAN, Dean (GWC), to attend the National Association of College Athletic Directors Convention, June 12-19, 2011, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of $1,000, including a registration fee of $300, travel by Air Coach, to be paid from CDMA Professional Development Funds.

JOYCELYN M GROOT, Dean Mil/Corp & Comm Pro (CCC), to attend the Council of College and Military Educators 2011Annual Symposium, February 11-18, 2011, Tampa, FL, without loss of salary, with reimbursement for allowable expenses of $3,500, including a registration fee of $350, travel by Air Coach, to be paid from Contract Education Auxiliary funds.

THOMAS C HERSH, Instructor (GWC), to attend the North American Renewable Energy Training (NARET) Language Evaluation, January 9-21, 2011, Cueruavaca, Morelos, Mexico without loss of salary, with reimbursement for allowable expenses of $3,000, including travel by Air Coach, rental car and insurance, to be paid from NARET FIPSE Grant Funds.

DARRYL ISAAC, Instructor (OCC), to attend the American Society of Echocardiography - 22nd Annual Scientific Sessions, June 10 - 15, 2011, Palais de Congres de Montreal, Canada without loss of salary, with reimbursement for allowable expenses of $1,200, including a registration fee of $2425, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference Funds.

LUCY A KALISKI, Hourly Instructor (GWC), to attend the Human Anatomy & Physiology Annual Conference, May 28 - June 2, 2011, Victoria, BC, Canada without loss of salary, with reimbursement for allowable expenses of $1,200, including a registration fee of $400, travel by Air Coach, to be paid from IPD CTA Conference Funds.

JANELL M KEOUGH, Mil/Cont Ed App Coor (CCC), to attend the Council of College and Military Educators 2011Annual Symposium, February 13-17, 2011, Tampa, FL, without loss of salary, with reimbursement for allowable expenses of $2,000, including travel by Air Coach, to be paid from Contract Education Auxiliary funds.

CHRISTOPHER D MEFFORD, Hourly Instructor (CCC), to attend the Teachers of English to Speakers of Other Languages 2011 Convention, March 17-20, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of $750, including a registration fee of $320, travel by Air Coach, to be paid from PDI Funds.

SHANA MENAKER, Hourly Instructor (OCC), to attend the The Gift of Touch, December 18 - 26, 2010, Big Sur, CA, without loss of salary, with reimbursement for allowable expenses of $700, including a registration fee of $1360, to be paid from CCA/CTA Union Funds.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the California Community College Student Financial Aid Adminstrators Association - Executive Council Meeting, February 6 - 8, 2011, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the California Community College Student Financial Aid Administrators Association - Esecutive Council Meeting, May 15 - 18, 2011, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the California Community College Student Financial Aid Adminstrators Association Executive Council Meeting, July 24 - 26, 2011, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the California Community College Student Financial Aid Administrators Association Executive Council Meeting, October 23 - 26, 2011, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the National Association of Student Financial Aid Administrators Leadership Conference and National Lobby Day, March 5 - 9, 2011, Washington, DC, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds.

VINCENT V NGO, Student Fin Aid Spec (OCC), to attend the Western Association of Student Financial Aid Administrators, February 13 - 16, 2011, South Lake Tahoe, NV, without loss of salary, with reimbursement for allowable expenses of $2,000, including a registration fee of $725, travel by Air Coach, to be paid from BFAP Categorial Funds.

AILENE B NGUYEN, Counselor (CCC), to attend the iPad in Education Workshop at San Diego CUE, December 10, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $690, including a registration fee of $690, to be paid from Basic Skills Grant.

MELINDA A NISH, Vice President (OCC), to attend the Academic Senate SB1440 Implementation, December 14, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of $750, including travel by Air Coach, to be paid from VPI Management Conferences funds.

MELINDA A NISH, Vice President (OCC), to attend the California Community College Chief Instructional Officers Consultation Council, January 18 - 20, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of $750, including travel by Air Coach, to be paid from VPI Management Conferences funds.

LOREN A SACHS, Instr/Coord (OCC), to attend the Association of College Educators in Radiologic Technology, February 23 - 25, 2011, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of $928, to be paid from CFE Contracted PDI Full Time Conference Funds.

ROBERT S SCHNEIDERMAN, Counselor (OCC), to attend the California Green Summit, February 27 - March 3, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of $1,200, including a registration fee of $290, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference Funds.

DEBRA A SECORD, Instructor (CCC), to attend the California Council of Gerontology and Geriatrics Annual Meeting and Board Meeting, April 6-8, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of $750, including a registration fee of $175, travel by Air Coach, to be paid from PDI Conference & Workshops. The reason for this revision is to change location to Sacramento.

DEBRA A SECORD, Instructor (CCC), to attend the California Council of Gerontology and Geriatrics Board Meeting, February 3-4, 2011, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

THOMAS M SELZER, Gen Mgr Food Service (OCC), to attend the Pacific Chef Net 2011, January 11 - 14, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $1,500, including a registration fee of $275, to be paid from CDMA, Cafeteria, funds to be reimbursed for lodging due to late night and early morning meetings.

SANDRA SUDWEEKS, Instructor (GWC), to attend the 2011 Western States Communication Association Convention, February 18-21, 2011, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of $1,200, including a registration fee of $160, travel by Air Coach, to be paid from IPD AFT conference funds.

MICHAEL R TAYLOR, Instructor (OCC), to attend the California Community College Football Coaches Fall Meeting, December 9 - 11, 2010, Bakersfield, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

CHRISTIAN B TEETER, Sec'y to Board of Trustees (CCCD), to attend the Community College League of California 2011 Legislative Conference, January 22-24, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of $1,200, including a registration fee of $385, travel by Air Coach, to be paid from District Conference Funds.

SYLVIA L WORDEN, Assoc Dean/Director St Hlth Ct (OCC), to attend the Taking Footsteps Forward in Health Services, March 2-4, 2011, Newport Beach, CA, without loss of salary, with reimbursement for allowable expenses of $325, including a registration fee of $325, to be paid from Management Professional Development Funds.

7. Curriculum Approval

Subject	**7.01 DIS - Curriculum Approval**
Meeting	Dec 8, 2010 - Regular Meeting
Category	7. Curriculum Approval
Access	Public
Type	Consent

Curriculum Approvals:

Approval of New Courses

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Approval of New Programs/Options

Approval of Program/Option/Revisions/Retirements/Suspensions/Reinstatements

Approval of General Education/Graduation Requirements/Majors

File Attachments
Curriculum.pdf (38 KB)

Approval of New Courses

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following course(s) be approved for inclusion in the curriculum:

Coastline Community College

Effective Summer 2011

Accounting C120 – Advanced Accounting; 3.0 units
Semester length; 54 lecture semester hours; prerequisite: none; fee: none; grading method: student option. Topics cover bankruptcies, equity method, consolidated financial statements, corporate reporting for segments, interim reporting, accounting for foreign operations, foreign currency transactions, accounting for partnerships, accounting for governmental entities, not-for profit entities, estates and trusts.

Business C103 – Project Management Professional Certification Review; 3.0 units
Semester length; 54 lecture semester hours; prerequisite: none; fee: none; grading method: student option. This course is designed to assist students in preparing for the PMP certification exam given by the Project Management Institute (PMI). The topics include the project management processes, and skills and professional responsibility. The class will focus on learning the purpose for processes, inputs, tools, techniques and outputs. The students will develop a study schedule, organize study groups and create a plan with tasks that will guide them to preparing for the PMP exam. Techniques on exam taking, including study time management, will also be addressed to ensure success.

Computer Service Technology C391L – Network Laboratory; 1.0 unit
Semester length; 54 non-lecture semester hours; prerequisite: none; fee: none; grading method: pass/no pass. This course provides supervised lab time on network hardware and software. Microsoft, CompTIA, Cisco, and other networking students can utilize specialized software and hardware for additional "hands-on" practice. This class may be taken four times.

Golden West College

Effective Spring 2011

Computer Science G167 – iPhone programming with Objective C; 4.0 units
Semester length; 54 semester lecture hours and 54 semester lab hours; prerequisite: none; fee: $8.00; grading method: student option. This course will cover the fundamentals of iPhone application development using the Objective-C Language and the iPhone SDK (Software Development Kit). The application development process will include: designing for MVC (Model-View-Controller), writing source code, compiling, linking, executing, debugging, and testing. The theory and use of Cocoa and Cocoa Touch, Xcode, Interface Builder, Core Audio /Animation /Data /Location, UIKit (User Interface), GameKit and App design will be discussed in lectures and practiced through lab projects. iPhone applications will be designed and created. This course may be taken 2 times when new products, software or features are taught.

Computer Science G168 – iPhone Programming with Web; 4.0 units
Semester length; 54 semester lecture hours and 54 semester lab hours; fee: $8.00; grading method: student option. This course will cover fundamentals of iPhone mobile web application development utilizing current technologies including, but not limited to, HTML5 (HyperText Markup Lang.), CSS3 (Cascading Style Sheets), JavaScript, AJAX (Asynchronous JavaScript And XML (eXtensible Markup Language)), the Web DOM (Document Object Model), Dashcode and Dashcode templates, and Dashboard Widgets. iPhone applications will be designed and created. This course may be taken 2 times when new products, software or features are taught.

Orange Coast College

Effective Fall 2011

Geography A198 – Regional Field Studies; 1.0 – 3.0 units
Semester length; hours: .75/.75, 1.5/1.5, or 2.25/2.25 Lecture/Lab; prerequisite: none; fee: none; grading method: graded. Field studies of the geography of selected regions. Physical and cultural processes, characteristics and landscapes will be observed and analyzed. Specific content will vary by geographic region. May be taken four times with different content.

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Revisions:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following course revisions be approved for inclusion in the curriculum:

Coastline Community College

Effective Spring 2011

	FROM	TO
Italian C182 – Conversational Italian		
Repeatability:	Two Times	Zero Times
Spanish C061 – Continuing Practical Spanish		
Course Units:	2.0 Units	3.0 Units
Grading Method:	Pass/No Pass	Student Option
Spanish C186AD – Topics in Spanish		
Course ID:	SPAN C186AD	SPAN C165
Repeatability:	Four Times	Zero Times
Spanish C260 – Spanish for Spanish Speakers 1		
Course ID:	SPAN C260	SPAN C160
Spanish C265 – Spanish for Spanish Speakers 2		
Course ID:	SPAN C265	SPAN C165
Spanish C285 – Intermediate Spanish 2		
Repeatability:	Four Times	Zero Times

Effective Summer 2011

	FROM	TO
Leadership C140 – Leadership 1		
Course ID:	LEAD C140	MS C144
Course Title:	Leadership 1	Introduction to Leadership

Leadership C145 – Leadership 2

Course ID:	LEAD C145	MS C145
Course Title:	Leadership 2	Personal Leadership

Leadership C150 – Leadership 3

Course ID:	LEAD C150	MS C150
Course Title:	Leadership 3	Organizational Leadership 1

Leadership C155 – Leadership 4

Course ID:	LEAD C155	MS C151
Course Title:	Leadership 4	Organizational Leadership 2

Golden West College

Effective Fall 2011

	FROM	**TO**

Journalism G160 – Introduction to Mass Communications

Course ID:	JOUR G160	JOUR G180

Orange Coast College

Effective Fall 2011

	FROM	**TO**

English A175 – Shakespeare

Course ID:	ENGL A175	ENGL A181

English A175H – Honors Shakespeare

Course ID:	ENGL A175H	ENGL A181H

English A280 – Survey of British Literature Before 1800

Course ID:	ENGL A280	ENGL A270

English A280H – Honors Survey of British Literature Before 1800

Course ID:	ENGL A280H	ENGL A270H

English A285 – Survey of British Literature Since 1800

Course ID:	ENGL A285	ENGL A275

English A285H – Honors Survey of British Literature Since 1800

Course ID:	ENGL A285H	ENGL A275H

Course Retirements:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following course retirements be approved for retirement from the curriculum:

Coastline Community College

Effective Spring 2011

LAW C177 – Adv Mediation/Field Practicum
LAW C178 – Dispute Resolution

Effective: Fall 2011

CHEM 225 – Organic Chemistry B Lab
FREN C290 – Francophone Culture & Civilization
MATH C150 – Finite Mathematics with Applications
PHYS C111 – Introductory Physics Lab

Course Suspensions:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following course retirements be approved for suspension from the curriculum:

Golden West College

Effective Fall 2011

ESL G091/NURS G091/COMM G091 – Communication for Health Care Professions

Orange Coast College

Effective Fall 2011

Sociology A165 – Introductory Human Sexuality 1
Sociology A175 – Human Sexuality 2

Course Reinstatements:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following course reinstatements be approved for inclusion in the curriculum:

Orange Coast College

Effective Fall 2011

English A165 – Introduction to Irish Literature

Approval of New Programs/Options

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following new programs/options be approved for inclusion in the curriculum:

Golden West College

Effective Spring 2011

Design
Certificate of Achievement

The Design Certificate of Achievement was created to help prepare students with the fundamental artistic, digital and technical skills required for careers in various design fields including interior, transportation, toys, manufacturing, fashion, furniture, and model making.

The course of study includes the fundamental artistry, technical and digital knowledge and skills that are typically found in all of the professional design fields. Emphasis is placed on design theory, ideation, form and function, problem solving, composition, individual creativity, universal design principles, 2D and 3D visualization, conceptual analysis, model making, CAD, perspective, rendering, rapid visualization techniques, rapid prototyping, materials, safety, individualized projects and presentations for portfolio development.

Completion of this certificate prepares successful students for employment as entry level designers, design interns, model makers, technicians, and CAD designers. The curriculum is transferable for those pursuing a baccalaureate design degree.

Students who complete this certificate will have many opportunities to create excellent examples of artwork for their professional portfolio, dramatic presentations, and participation in the semi-annual GWC Design Student Show.

REQUIRED COURSES	Units
Semester 1	
Art G107 – Two Dimensional Design	3.0
Design G131 – Perspective and Rendering Systems	3.0
Design G150 – Design Drafting and CAD	3.0
Semester 2	
Design G105 – Intro to Design Materials and Technical Processes	3.0
Design G132 – Rendering and Perspective Systems	3.0
Design G232 – Rapid Visualization Techniques	3.0
Total Units	18 units

Approval of Program/Option/Revisions/Retirements/Suspensions/Reinstatements

Program/Option Revisions:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following programs/options revisions be approved for inclusion in the curriculum:

Coastline Community College

Effective Summer 2011

Management & Supervision/Leadership – Certificate of Accomplishment

Required Course	Delete:	LEAD C140 – Leadership 1 LEAD C145 – Leadership 2 LEAD C150 – Leadership 3 LEAD C155 – Leadership 4
	Add:	MS C144 – Introduction to Leadership MS C145 – Personal Leadership MS C150 – Organizational Leadership 1 MS C151 – Organizational Leadership 2

Orange Coast College

Effective Fall 2011

Food Service Management, Commerical – Catering – Certificate of Specialization

Certificate Type:	Delete:	Certificate of Specialization
	Add:	(Low-Unit) Certificate of Achievement

Hospitality, Travel & Tourism – Meeting & Event Management – Certificate of Specialization

Certificate Type:	Delete:	Certificate of Specialization
	Add:	(Low-Unit) Certificate of Achievement

Program/Option Suspensions:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following programs/options be approved for suspension from the curriculum:

Orange Coast College

Effective Fall 2011

Technical Writing – (Certificate of Specialization)

Approval of General Education/Graduation Requirements/Majors

General Education/Graduation Requirements:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following program/option be approved for General Education/Graduation in the curriculum:

Orange Coast College

Effective Fall 2011

2011/12 GRADUATION & GENERAL EDUCATION REQUIREMENTS

Health Education A220 – Concepts in Public Health
AA Degree Option 1 – General Education Requirement
Area D – Social & Behavioral Science
AS Degree – General Education Requirement
Area D – Social & Behavioral Sciences

Health Education A138/Physical Education A138 – Drugs and Sports
AA Degree Option 1 – General Education Requirement
Area E – Life Skills

Physical Education A274 – Movement Analysis
AA Degree Option 1 – General Education Requirement
Area B – Physical & Biological Sciences
AS Degree – General Education Requirement
Area B – Physical & Biological Sciences

Physical Education A296 – Exercise Physiology
AA Degree Option 1 – General Education Requirement
Area B – Physical & Biological Sciences
AS Degree – General Education Requirement
Area B – Physical & Biological Sciences

8. Authorization for Student Trips

Subject	**8.01 CCC - Student Trips**
Meeting	Dec 8, 2010 - Regular Meeting
Category	8. Authorization for Student Trips
Access	Public
Type	Consent

It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.

Conference/Activity: University of California, Irvine
Location: Irvine
Dates: January 15, 2011
Department: Early College High School
Transportation: District transportation

Conference/Activity: Newport Back Bay
Location: Newport Beach
Dates: February 9, 2011; February 10, 2011; March 16, 2011; March 17, 2011; May 18, 2011 and May 19, 2011
Department: Early College High School
Transportation: District transportation

Subject	**8.02 GWC - Student Trips**
Meeting	Dec 8, 2010 - Regular Meeting
Category	8. Authorization for Student Trips
Access	Public
Type	Consent

It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.

Student Music Performance
Location: The Strand, Huntington Beach
Date(s): December 4, 2010
Department: Student Activities
Cost/purpose/funding source: No cost to the college.

Baseball Overnight Trips
Locations & Date(s):
February 3-5, 2011 @ Bakersfield
February 11-13, 2011 @ Visalia
May 6-7, 2011 Regional Championships @ TBD (if qualified)
May 13-15, 2011 Super Regionals @ TBD (if qualified)
May 20-22, 2011 State Finals @ TBD (if qualified)
Department: PE/Athletics
Cost/purpose/funding source: $3,000 for food and lodging from trust and foundation funds.

Softball Team Overnight Trips
Locations & Date(s):
March 26-27, 2011 Santa Barbara Tournament @ Santa Barbara
May 7-8, 2011 First Round State Tournament @ TBD (if qualified)
May 14-15, 2011 Second Round State Tournament @ TBD (if qualified)
May 20-22, 2011 State Finals @ Bakersfield (if qualified)
Department: PE/Athletics
Cost/purpose/funding source: $2,000 from food and lodging from trust funds.

Softball Team Television Audience Fundraisers
Location: Hollywood, CA
Date(s): Spring 2011
Department: PE/Athletics
Cost/purpose/funding source: No cost to the college. Money raised varies per show/event.

Water Polo Team Overnight Trips
Locations & Dates:
September 9-11 @ American River College
September 30-October 2 @ Cuesta College
November 12-13 @ Cuesta College (if qualified)
(Revision is to change the location. Previous Board approval: 8/18/10)
November 18-20 @ American River College (if qualified)
Department: PE/Athletics

Cost/purpose/funding source: $11,000 for lodging and meals from trust funds.

Softball Team Tournament
Location: Yuma, Arizona
Date(s): February 3-6, 2011
Department: PE/Athletics
Cost/purpose/funding source: $3,000 for lodging from trust funds.

Volunteer Work at Orange County Rescue Mission
Location: Tustin, California
Date(s): December 10, 2010
Department: Student Activities
Cost/purpose/funding source: $100 for food from Associated Students funds.

Student Activities Leadership Development Retreat
Location: Newport Beach, California
Date(s): January 21, 2011
Department: Student Activities
Cost/purpose/funding source: $200 for food and supplies from Associated Students funds.

Subject	**8.03 OCC - Student Trips**
Meeting	Dec 8, 2010 - Regular Meeting
Category	8. Authorization for Student Trips
Access	Public
Type	Consent

It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.

Arizona AIA State Cheerleading & Dance Team Championships
Location: Prescott Valley, AZ
Date: February 4-8, 2011
Department: OCC Physical Education & Athletics
Purpose: Competition is related to participation on the OCC Cheer & Dance teams.
Cost/Purpose/Funding Source: No cost to the college and no cost to participating student-athletes.
Transportation: District and private vehicles; air coach

9. Authorization for Special Projects

Subject	**9.01 CCC - Special Projects**
Meeting	Dec 8, 2010 - Regular Meeting
Category	9. Authorization for Special Projects
Access	Public
Type	Consent

Third Annual Holiday Boutique Fundraiser
Date: December 9, 2010
Location: College Center
Department: Classified Council
Purpose: Fundraiser/teambuilding for staff
Cost/Purpose: No cost to College or District

Coastline College's Global Education Fair
Date: April 7, 2011; 11:00 a.m. – 3:00 p.m.
Location: Le-Jao Center
Department: International and Intercultural Committee
Purpose: Offer students, staff, and the community the opportunity to experience various cultures. Emphasis will be on education, and building business relationships on a local level.
Cost/purpose/funding source: $4,800/Materials and Refreshments/ International and Intercultural Committee funds

Orange County Mediation Conference
Date: March 18, 2011; 8:00 a.m. – 5:00 p.m.
Location: Garden Grove Center
Department: Paralegal
Purpose: To bring together those individuals and organizations engaged in promoting the use of mediation, and in raising public awareness about its merit.
Cost/purpose/funding source: No cost to the College or District.

Associated Student Government End-of-Year Meeting
Date: December 14, 2010; 6:00-7:30 p.m.
Location: College Center
Department: Student Services
Purpose: To thank supporters and to recognize individuals and achievements.
Cost/purpose/funding source: $600/ ASG funds

Student Activity Club
Date: Various dates through May 2011
Location: Le-Jao Center and community organizations within Orange County.
Department: Student Services and Associated Student Government
Purpose: To serve as a communication link between students and the ASG to improve existing programs, procedures, processes and services for Coastline students; provide leadership and community service; and to promote, encourage and unite student life throughout the Coastline Community College Learning Campuses.
Cost/purpose/funding source: $2,000/ASG and club fundraising

Team Building and Planning Session Workshop for the Associated Student Government

Date: January 21, 2011; 1:00-5:00 p.m.
Location: Coastline College
Department: Student Services/ASG
Purpose: Teambuilding and planning session for spring 2011. Workshop to include presenters, administrators, and guest speakers.
Cost/purpose/funding source: $750 for training materials, presenters and refreshments/ASG funds

Latino Youth Leadership Academy Events
Date: Various dates through 2010-11
Location: Garden Grove Center and/or College Center
Department: Student Services
Purpose: Outreach
Cost/purpose/funding source: $7,000/College funds

Region VIII Student Government December Meeting
Date: December 11, 2010; 10:00 a.m. – 12:30 p.m.
Location: Garden Grove Center
Department: Associated Student Government
Purpose: Regular monthly meeting for Region VIII Student Government
Cost/purpose/funding source: No cost to College or District

Subject	**9.02 GWC - Special Projects**
Meeting	Dec 8, 2010 - Regular Meeting
Category	9. Authorization for Special Projects
Access	Public
Type	Consent

Clothing Sales Fundraiser
Date(s): Spring 2011
Department: PE/Athletics
Purpose: Fundraiser for sports program
Cost/purpose/funding source: $4,000 for purchase of clothing from auxiliary funds.

Kids Softball Clinic
Date(s): January – February, 2011
Department: PE/Athletics
Purpose: Fundraiser for women's softball team
Cost/purpose/funding source: No cost to the college.

Softball Team Snack Bar
Date(s): Spring 2011
Department: PE/Athletics
Purpose: Softball team runs a snack bar for various softball tournaments and games as a fundraiser.
Cost/purpose/funding source: Any costs incurred will be paid from collected funds.

International Students Holiday Celebration
Date(s): December 10, 2010
Department: International Student Program
Purpose: To encourage in-kind giving to a designated family-in-need within the GWC community.
Cost/purpose/funding source: $300 for food, beverages and supplies from International Student Program funds.

Holiday Floral Sales
Date(s): December 9 – December 18, 2010
Department: Career & Technical Education/Floral
Purpose: Fundraiser for Floral Department as well as showcase student work.
Cost/purpose/funding source: $150 for materials and supplies from Floral Design Foundation funds.

Spring 2011 Floral Sales
Date(s): Spring 2011
Department: Career & Technical Education/Floral
Purpose: Fundraiser for Floral Department as well as showcase student work.
Cost/purpose/funding source: $600 for materials and supplies from Floral Design Foundation funds.

Health Workforce Initiative/RHORC Los Angeles County Advisory Meeting at California Endowment
Date(s): January 25, 2011
Department: Health Professions HWI/RHORC
Purpose: Advisory meeting for college and health care industry partners in Los Angeles County
Cost/purpose/funding source: $1,500 for facility and food from RHORC Trust funds.

Support for NOCROP-Esperanza High School Medical Academy HOSA Activities
Date(s): December 9, 2010 – February 28, 2011
Department: Health Professions HWI/RHORC
Purpose: Provide funding for books and other mandatory reference materials for HOSA students at Esperanza High
Cost/purpose/funding source: $1,500 for books and reference materials from RHORC Econ Workforce Development funds.

Invitational Dance Concert
Date(s): February 18 – 19, 2011
Department: Dance Department
Purpose: Dance Concert
Cost/purpose/funding source: $1,500 for refreshments, facilities, printing, and supplies from Dance Trust and ASB funds, covered by admission fees collected ($12 general, $10 ASB/GWC, seniors & children under 12).

Move Me Dance Concert
Date(s): May 20 – 21, 2011
Department: Dance Department
Purpose: Dance Concert
Cost/purpose/funding source: $1,500 for refreshments, facilities, printing, and supplies from Dance Trust and ASB funds, covered by admission fees collected ($12 general, $10 ASB/GWC, seniors & children under 12).

Music for Lovers
Date(s): February 13, 2011
Department: Music Department
Purpose: Student Music Concert
Cost/purpose/funding source: $1,500 for refreshments, facilities, printing, and supplies from Music/Choral Trust, ASB, and Choral Foundation funds, covered by admission fees collected ($12 general, $10 ASB/GWC, seniors & children under 12).

On the Cusp
Date(s): May 14, 2011
Department: Music Department
Purpose: Student Music Concert
Cost/purpose/funding source: $1,500 for refreshments, facilities, printing, and supplies from Music/Choral Trust, ASB, and Choral Foundation funds, covered by admission fees collected ($12 general, $10 ASB/GWC, seniors & children under 12).

Spring into Summer Concert
Date(s): May 17, 2011
Department: Music Department
Purpose: Student Symphonic Band Concert
Cost/purpose/funding source: $1,500 for refreshments, facilities, printing, and supplies from Symphonic Band Trust, ASB, and Band Foundation funds, covered by admission fees collected ($12 general, $10 ASB/GWC, seniors & children under 12).

Swingin' into Spring Jazz Band Concert
Date(s): May 23, 2011
Department: Music Department
Purpose: Student Big Band Spring Concert
Cost/purpose/funding source: $1,500 for refreshments, facilities, printing, and supplies from Jazz Band Trust and ASB funds, covered by admission fees collected ($12 general, $10 ASB/GWC, seniors & children under

12).

Sounds Like Jazz to Me Jazz Improvisation Ensemble
Date(s): May 16, 2011
Department: Music Department
Purpose: Student Jazz Concert
Cost/purpose/funding source: $1, 000 for refreshments, facilities, printing, and supplies from Jazz Band Trust and ASB funds, covered by $5 admission fee.

Science Olympiad
Date(s): March 4, 2011
Department: Physical Science
Purpose: Science competition for high school students
Cost/purpose/funding source: $4,816 for judges and refreshments from General Funds & President's Discretionary Fund.

Agenda Item Details

Meeting	Dec 08, 2010 - Regular Meeting
Category	9. Authorization for Special Projects
Subject	9.03 OCC - Special Projects
Access	Public
Type	Consent

Annual California-Nevada-Hawaii Circle K Convention
Location: Burbank, California
Dates: March 25-27, 2011
Department: OCC - Circle K Club
Purpose: To host a convention of the OCC Circle K Club
Cost/Purpose/Funding: Total amount $5,500 for registration, meals, parking, hotel,mileage, supplies and miscellaneous expenses; to be paid from ASOCC funds, Individual student member funds, Kiwanis Club of Costa Mesa funds

Sports Tournament
Date: January 22, 2011
Department: OCC - Circle K Club
Purpose: OCC Circle K Club fundraising event to donate funds to children's charities.
Cost/Purpose/Funding: Total amount $500; to include materials, supplies, rentals, refreshments, entertainment, speakers, promotional items, prizes, opportunity drawing items, liability insurance, and miscellaneous related expenses; to be paid from ASOCC funds, donations, and sponsors.

Leadership Training Day
Date: April 2, 2011
Department: OCC - Circle K Club
Purpose: New officers from Circle K clubs from colleges and universities in the region will learn leadership skills on April 2, 2011.
Cost/Purpose/Funding: No cost to the college.

OCC Fast Pitch Softball Winter Camp
Date: December 20-22, 2010
Department: OCC - Physical Education & Athletics
Purpose: The purpose of the camp is to bring children in grades 4-8 on to the OCC campus and instruct them on the fundamentals of fast pitch softball. The camp will also provide exposure of the OCC campus and its athletic programs. The camp will raise money for the OCC fast pitch softball program.
Cost/Purpose/Funding Source: No cost to the college.

Motivational & Inspirational Speaker Dick Beardsley
Date: January 14, 2011
Department: OCC - Physical Education & Athletics
Purpose: Motivational and inspirational presentation given by a world-class runner. It will be primarily targeted towards the OCC cross country and track & field teams, but it will also be open to the campus

community and the general public.
Cost/Purpose/Funding Source: No cost to the college

Volunteer Income Tax Assistance Program (VITA)
Dates: Saturdays, February 5, 2011 through April 9, 2011
Department:OCC - Business & Computing Division
Purpose: To provide training of volunteers and tax preparation services.
Cost/Purpose/Funding Source: No cost to the College.

High School Counselors' Breakfast
Date: February 4, 2010
Department: OCC – Counseling Division
Purpose: To host an outreach event for high school counselors from feeder schools.
Cost/Purpose/Funding Source: To be paid from ASOCC funds; costs dependent upon number of participants

OCC 8v8 Soccer Tournament
Date: December 11, 2010
Department: OCC Physical Education & Athletics
Purpose: Full-time faculty member (and head women's soccer coach) Kevin Smith would like to hold an 8 versus 8 soccer tournament for OCC students on the OCC campus. The event will promote awareness of the college facilities and the women's soccer program. It will also raise money for the OCC women's soccer program.
Cost/Purpose/Funding Source: No cost to the college.

Orange Coast College Hot Food Team Student Competition
Date: January 16, 2011
Department: OCC - Consumer and Health Sciences
Purpose: To participate in the American Culinary Foods competition
Cost/Purpose/Funding Source: $2,700 for food and related expenses; to be paid from ASOCC and Culinary Arts Club funds.

Project/Activity: American Baseball Coaches Association National Convention
Date: January 6-9, 2011
Department: OCC Physical Education & Athletics
Purpose: Head baseball coach and full-time faculty member John Altobelli would like to have one of his volunteer assistant coaches attend the American Baseball Coaches Association National Convention to gain valuable information related to coaching baseball.
Cost/Purpose/Funding Source: The cost is not to exceed $1,200 and will be paid from OCC baseball ancillary funds.

10. Authorization to Apply for Funded Programs

Subject	**10.01 DIS - Authorization to Apply for Funded Programs**
Meeting	Dec 8, 2010 - Regular Meeting
Category	10. Authorization to Apply for Funded Programs
Access	Public
Type	Consent

It is recommended that authorization be given to apply for the following funded programs and/or projects and to participate, if funded, as outlined below. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign any related documents as appropriate.

Coastline College has applied for funding for the Minority Business Development Agency (MBDA) grant titled "**Institute for Innovation and Entrepreneurship**". This grant will be used to establish a Minority Business Development Center in the Inland Empire and neighboring communities to provide services to generate increased financing and contract opportunities and related awards to minority business enterprises (MBEs).

Fiscal Impact: If funded, Coastline College will receive $1,775,000 ($355,000 per year in federal funding for five years, starting April 1, 2011). During the five years the college will accrue a total of $531,825 in Program Income from fees charged for classes, certifications, consulting, and the development of business and marketing plans.

11. Authorization to Enter Into Standard Telecourse Agreements

Subject	**11.01 CCC - Authorization to Enter Into Standard Telecourse Agreements**
Meeting	Dec 8, 2010 - Regular Meeting
Category	11. Authorization to Enter Into Standard Telecourse Agreements
Access	Public
Type	Consent

It is recommended that the Board authorize the Board President, or designee, to sign the Agreements and any related documents, indicating approval by the Board of Trustees.

ASTRONOMY: OBSERVATIONS AND THEORIES
Mineral Area College (MO)
Term of Agreement: January 1, 2011 – May 31, 2011

Pasadena City College (CA)
Term of Agreement: January 1, 2011 – December 31, 2013

CHILD DEVELOPMENT: STEPPING STONES
Consortium of Distance Education (NJ)
Term of Agreement: September 1, 2010 – December 31, 2010

Consortium of Distance Education (NJ)
Term of Agreement: September 1, 2010 – December 31, 2010

Fort Hays State University (KS)
Term of Agreement: January 1, 2011 – December 31, 2011

Nassau Community College (NY)
Term of Agreement: January 1, 2011 – December 31, 2013

Texas Consortium for Educational Telecommunications (TX)
Term of Agreement: September 1, 2010 – August 31, 2011

University of Cincinnati (OH)
Term of Agreement: January 1, 2011 – December 31, 2013

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD
Texas Consortium for Educational Telecommunications (TX)
Term of Agreement: September 1, 2010 – August 31, 2011

CYCLES OF LIFE: EXPLORING BIOLOGY
Consortium of Distance Education (NJ)
Term of Agreement: September 1, 2010 – December 31, 2010

Texas Consortium for Educational Telecommunications (TX)
Term of Agreement: September 1, 2010 – August 31, 2011

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY
Consortium of Distance Education (NJ)
Term of Agreement: September 1, 2010 – December 31, 2010

FACES OF CULTURE – REVISED
Consortium of Distance Education (NJ)
Term of Agreement: September 1, 2010 – December 31, 2010

HUMANITIES THROUGH THE ARTS

Lamar State College – Orange (TX)
Term of Agreement: January 1, 2011 – December 31, 2011

INTERMEDIATE ALGEBRA: MODELING THE WORLD
Consortium of Distance Education (NJ)
Term of Agreement: September 1, 2010 – December 31, 2010

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN
Texas Consortium for Educational Telecommunications (TX)
Term of Agreement: September 1, 2010 – August 31, 2011

PSYCHOLOGY: THE HUMAN EXPERIENCE
Consortium of Distance Education (NJ)
Term of Agreement: September 1, 2010 – August 31, 2013

Fiscal Impact: No direct cost to the District. Projected revenue unknown, depending on utilization of the telecourses by the lessees and number of students enrolled in the courses.

File Attachments
Telecourses.pdf (858 KB)

12. Approval of Clinical Contracts

Subject	**12.01 GWC - Clinical Contracts**
Meeting	Dec 8, 2010 - Regular Meeting
Category	12. Approval of Clinical Contracts
Access	Public
Type	Consent

After review by the College President and CCCD General Counsel, it is recommended by the Chancellor that the Board approve the clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum.

RENEWAL

Costa Mesa Senior Corporation — Standard Clinical Affiliation Agreement
Costa Mesa, California
January 1, 2011 – December 31, 2016
Compensation – None

Fiscal Impact: Students are required to obtain personal liability insurance during enrollment in an Allied Health program. The District shall provide professional liability insurance and Worker's Compensation insurance for each student participating in approved clinical rotations (The District provides only Worker's Compensation insurance for field experience agreements). These District-provided insurance coverages are in effect while the student is on-site at the facility. The District realizes savings by utilizing off-campus clinical and field experience training facilities.

Subject	**12.02 OCC - Clinical Contracts**
Meeting	Dec 8, 2010 - Regular Meeting
Category	12. Approval of Clinical Contracts
Access	Public
Type	Consent

After review by District's General Counsel, and the College President, it is recommended by the Chancellor that authorization be given to enter into an amendment with the following institutions in connection with the Allied Health programs which are a part of the Coast Community College District curriculum. The Board President, or designee, is authorized to sign the agreements and any related documents, indicating approval by the Board of Trustees. (Only copies of non-standard agreements are attached to each Trustee's Agenda.)

NEW AGREEMENTS

Bay Mesa Dental, Dr. Tuankiet Ly
Standard Educational Entity Clinical Affiliation Agreement
Costa Mesa, CA
Term: December 9, 2010 to November 1, 2015
Compensation: None

Aesthetic Dental Designs, Dr. Todd Snyder
Standard Clinical Affiliation Agreement
Laguna Niguel, CA
Term: December 9, 2010 to November 1, 2015
Compensation: None

Los Nietos School District
Standard Educational Entity Clinical Affiliation Agreement
Whittier, CA
Term: December 9, 2010 to November 15, 2015
Compensation: None

Norwalk Skilled Nursing
Standard Clinical Affiliation Agreement
Norwalk, CA
Term: December 9, 2010 to November 30, 2015
Compensation: None

Orange County Department of Education - Network for Healthy California
Standard Educational Entity Clinical Affiliation Agreement
Costa Mesa, CA
Term: December 9, 2010 to October 1, 2015
Compensation: None

RENEWAL EXTENSION AMENDMENT

St. Bernardine Medical Center (See Attachment # 2)
Non-Standard Clinical Affiliation Agreement
San Bernardino, CA
Term: December 9, 2010 to August 31, 2011

Fiscal Impact:Students are required to obtain personal liability insurance during enrollment in an Allied Health program. The District shall provide professional liability insurance and Worker's Compensation insurance for each student participating in approved clinical rotations (For field experience agreements, the District provides only Worker's Compensation insurance). These District provided insurance coverages are in effect while the student is on-site at facility. The District realizes savings by utilizing off-campus clinical and field experience training facilities.

13. Approval of Standard Agreements

Subject	**13.01 CCC – Standard Agreements**
Meeting	Dec 8, 2010 - Regular Meeting
Category	13. Approval of Standard Agreements
Access	Public
Type	Consent

Approve District Standard Scope of Work #2010-29 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-29 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the Operator Development Program – Furnaces, to increase depth of content. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $12,600 income, payable in five equal payments based upon completion of each of five project milestones.

Subject	**13.02 GWC - Standard Agreements**
Meeting	Dec 8, 2010 - Regular Meeting
Category	13. Approval of Standard Agreements
Access	Public
Type	Consent

Approve Standard Contract Education Services Agreement with Steve Chauncey for POST Certified Radar Operator and Laser Operator Advance Officer Training Course

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the standard agreement between Steve Chauncey and the Coast Community College District for POST Certified Radar Operator and Laser Operator Training Course, from December 9, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: The charge for the class is $80 per student with $60 per student paid to the instructor.

Subject	**13.03 OCC - Standard Agreements**
Meeting	Dec 8, 2010 - Regular Meeting
Category	13. Approval of Standard Agreements
Access	Public
Type	Consent

Approve Standard Agreement between Orange County Head Start Inc. and the Coast Community College District for the purpose of offering Feeding the Young Child (FN 145)/Life Cycle Nutrition: Children program.

Background: Orange County Head Start Inc. asked Orange Coast College to offer instruction in Feeding the Young Child (FN 145)/Life Cycle Nutrition: Children program as requested by the Orange County Head Start Inc.

Goal/Purpose: To offer instruction in "Feeding the Young Child" (FN 145) /Life Cycle Nutrition: Children program as requested by the Orange County Head Start Inc. from January 27, 2011 through May 30, 2011.

Comments: Reviewed by Risk Services.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Standard Agreement between Orange County Head Start Inc. and the Coast Community College District for the purpose of offering a 15 hour "Feeding the Young Child" (FN 145) non-FTE generating class for the Head Start program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: OCC Community Education to receive $2,475 revenue for this contract.

14. Authorization for Purchase of Institutional Memberships

Subject	**14.01 CCC - Institutional Memberships**
Meeting	Dec 8, 2010 - Regular Meeting
Category	14. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

Renewals

Name and Acronym: Microsoft IT Academy Program
Term of Membership: January 1, 2011 — December 31, 2011
Cost: $1903.13
Purpose: Continued membership to provide Coastline with full access to the benefits of the Microsoft IT Academy Program including software licenses.

Name and Acronym: American Association of Paralegal Education (AAfPE)
Term of Membership: January 1, 2011 — December 31, 2011
Cost: $450
Purpose: Continued membership is necessary for accreditation of the program.

Subject	**14.02 GWC - Institutional Memberships**
Meeting	Dec 8, 2010 - Regular Meeting
Category	14. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

Renewals

Name and Acronym: Orange County/Long Beach Consortium (OCLBC)
Term of Membership: January 1, 2011 – December 31, 2011
Cost: $150
Purpose: Allows access to network with other Orange County ADN Program Directors/Assistant Directors & Program Assistants on Nursing Program updates, research materials, and conferences, as well as participation in clinical placement process.

Name and Acronym: Accrediting Commission for Community and Junior Colleges (ACCJC)
Term of Membership: July 1, 2010 – June 30, 2011
Cost: $20,072
Purpose: Required membership to maintain the college's accreditation and eligibility for state, federal and veterans' program funds.

Subject	**14.03 OCC - Institutional Memberships**
Meeting	Dec 8, 2010 - Regular Meeting
Category	14. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

Renewal

Name and Acronym: National Association of Community College Teacher Education Programs (NACCTEP)
Term of Membership: December 9, 2010 - June 30, 2011
Cost: $300
Purpose: Institutional Membership provides a means to obtain current information from a professional membership association related to teacher education.

15. Authorization for Community Activities

Subject	**15.01 GWC - Community Activities**
Meeting	Dec 8, 2010 - Regular Meeting
Category	15. Authorization for Community Activities
Access	Public
Type	Consent

It is recommended that authorization be given for the following non-ADA generating Community Services activities, seminars, workshops, lecture series and/or cultural events and for appointment of lecturers and presenters as indicated at Golden West College. It is further recommended that the Board President or designee be authorized to sign any applicable agreements.

The following not for credit programs will be offered by Community Services throughout fall 2009 and spring 2010. The presenters will be paid a flat fee or on a fee-split based on actual enrollment. (P) = per participant (F) = flat rate

Professional Experts

BUILDING EFFECTIVE RELATIONSHIPS WITH YOUR CHILD, 9.0 hours, January 3 to June 30, 2011.
Presenter Christopher Bowen to receive $41.00 per participant.
Participant Fee: $92.00 and $4 Material Fee. (P) New offering.

PATHOLOGY I, 20.0 hours, January 3 to June 30, 2011. Presenter Elizabeth Burklee to receive $74.00 per participant.
Participant Fee: $160.00. (P) First offered in 2007.

PATHOLOGY II, 20.0 hours, January 3 to June 30, 2011. Presenter Elizabeth Burklee to receive $74.00 per participant.
Participant Fee: $160.00. (P) First offered in 2008.

CRYSTALS AND MINERALS IN MASSAGE AND FOR ABUNDANT LIVING, 6.0 hours, January 3 to June 30, 2011.
Presenter Linda Eyman to receive $27.00 per participant.
Participant Fee: $62.00 and $5.00 Material Fee. (P) First offered in 2005

INTERMEDIATE RIGHT BRAIN DRAWING, 14.0 hours, January 3 to June 30, 2011. Presenter Patrick Gagne to receive $33.00 per participant.
Participant Fee: $78.00. (P) New offering.

FIND BALANCE THROUGH CHINESE FACE READING AND FENG SHUI, 6.0 hours, January 3 to June 30, 2011.
Presenter Julia Gentry Johnson to receive $30.00 per participant.
Participant Fee: $69.00. (P) New offering.

BASIC DIGITAL PHOTOGRAPHY FOR DSLR CAMERAS, 6.0 hours, January 3 to June 30, 2011.
Presenter Mary-Linn Hughes to receive $30.00 per participant.
Participant Fee: $69.00. (P) New offering.

BASIC DIGITAL PHOTOGRAPHY FOR POINT AND SHOOT CAMERAS, 6.0 hours, January 3 to June 30, 2011. Presenter Mary-Linn Hughes to receive $30.00 per participant.
Participant Fee: $69.00. (P) New offering.

INTRODUCTION TO HIGH DYNAMIC RANGE PHOTOGRAPHY, 6.0 hours, January 3 to June 30, 2011. Presenter Mary-Linn Hughes to receive $30.00 per participant.
Participant Fee: $69.00. (P) New offering.

HOW TO SETUP AND START USING YOUR IPOD, 4.0 hours, January 3 to June 30, 2011. Presenter Carl Johnson to receive $24.00 per participant.
Participant Fee: $56.00. (P) New offering.

SOCIAL NETWORKING: HOW TO SETUP A FACEBOOK PAGE AND TWITTER ACCOUNT, 4.0 hours, January 3 to June 30, 2011. Presenter Carl Johnson to receive $24.00 per participant.
Participant Fee: $56.00. (P) New offering.

THE POETRY OF HANDWRITING, 7.5 hours, January 3 to June 30, 2011. Presenter Teri Kahan to receive $32.50 per participant.
Participant Fee: $75.00 and $5.00 Material Fee. (P) New offering.

BACHATA DANCE CAMP, 4.0 hours, January 3 to June 30, 2011. Presenter Rita Kyselka to receive $9.00 per participant.
Participant Fee: $26.00. (P) New offering.

HOW TO THRIVE DURING CHANGING TIMES: STEPS TO BEING GAINFULLY EMPLOYED, 3.0 HOURS, January 3 to June 30, 2011. Presenter Jeffrey Lambert to receive $15.50 per participant.
Participant Fee: $39.00. (P) New offering.

CRANIOSACRAL THERAPY: APPLICATION FOR CHILDREN, 6.0 hours. January 3 to June 30, 2011. Presenter Jill Mabry to receive $29.50 per participant.
Participant Fee: $69.00 and $18.00 Material Fee. (P) First offered in 2010.

THAI FRUIT & VEGETABLE CARVING, INTERMEDIATE, 6.0 hours, January 4 to June 30, 2011. Presenter Nitda Phongcharern to receive $25.00 per participant.
Participant Fee: $60.00 and $40.00 Material Fee. (P) New offering.

UNIQUE JEWELRY BY YOU, 3.0 hours, January 4 to June 30, 2011. Presenter Teresa Rodriguez to receive $19.50 per participant.
Participant Fee: $47.00 and $15.00 Material Fee. (P) New offering.

QIATSU™ - POWER BALANCING FOR VITALITY™, 8.0 hours, January 4 to June 30, 2011. Presenter Teresa Rogers to receive $54.00 per participant.
Participant Fee: $117.00. (P) New offering.

SABAI THAI™ - TRADITIONAL THAI MASSAGE, NUAD BO RARN - FOR THE SPA & TABLE, 16.0 hours, January 4 to June 30, 2011. Presenter Teresa Rogers to receive $108.00 per participant.
Participant Fee: $226.00. (P) New offering

CAREER EXPLORATION: HELPING TEENS FIND, OBTAIN AND RETAIN A JOB, 9.0 hours, January 3 to June 30, 2011. Presenter Sandy Saldivar to receive $29.00 per participant.
Participant Fee: $68.00 and $8.00 Material Fee. (P) New offering.

T'AI CHI/QIGONG: CORE, JOINT AND BACK HEALTH, 12.0 hours, January 3 to June 30, 2011. Presenter Diana Shakarian to receive $37.00 per participant.
Participant Fee: $86.00. (P) First offered in 2009.

T'AI CHI/QIGONG: MODIFIED YANG SHORT FORM, 12.0 hours, January 3 to June 30, 2011. Presenter Diana Shakarian to receive $37.00 per participant.
Participant Fee: $86.00. (P) First offered in 2009.

INTRODUCTION TO PREGNANCY MASSAGE FOR BODYWOKERS, 6.0 hours, January 4 to June 30, 2011. Presenter Gretchen Thomas to receive $27.00 per participant.
Participant Fee: $62.00 and $5.00 Material Fee. (P) First offered in 2005.

BASIC HOME REPAIR: DOORS, WINDOWS, FLOORS, WALLS, 12.0 hours, January 3 to June 30, 2011. Presenter Sigrid Wolf to receive $40.00 per participant.
Participant Fee: $97.00. (P) First offered in 2010.

LANDSCAPE/GARDEN DESIGN, 9.0 hours, January 3 to June 30, 2011. Presenter Frank Yee to receive $37.00 per participant.
Participant Fee: $87.00. (P) First offered in 1999.

Independent Contractors

SAT PREPARATION SEMINAR, 27.0 hours, January 4 to June 30, 2010. Presenter Alpha Learning Center, LLC/Sylvan Learning to receive $225.00 per participant.
Participant Fee: $285.00. (P) First offered in 1996.

ADVANCED PICTURE FRAMING, 5.5 hours, January 3 to June 30, 2011. Presenter Susan Unoura to receive $24.00 per participant.
Participant Fee: $56.00 and $45.00 Material fee. (P) First offered in 2005.

Revisions to Previous Board Action

PRACTICAL NUTRITION, 12.0 hours, January 3 to June 30, 2011. Presenter Elizabeth Burklee to receive $51.00 per participant.
Participant Fee: $119.00 and $15.00 Material fee. (P)
(Revision is to change hours and fee. Previous Board approval 5/5/10.)

HATHA YOGA, 15.0 hours, January 3 to June 30, 2011. Presenter Nancy Hemp to receive $41.50 per participant.
Participant Fee: $95.00. (P)
(Revision is to change hours and fee. Previous Board approval 7/21/10.)

INTRODUCTION TO CRANIOSACRAL THERAPY, 12.0 hours, January 3 to June 30, 2011. Presenter Jill Mabry to receive $58.00 per participant.
Participant Fee: $128.00 and $25.00 Material Fee. (P)
(Revision is to change participant fee. Pervious Board approval 5/5/10.)

HATHA YOGA, 12.0 hours, January 3 to June 30, 2011. Presenter Diane Pavesic to receive $32.00 per participant.
Participant Fee: $76.00. (P)
(Revision is to change hours and fee. Previous Board approval:7/21/10.)

Subject	**15.02 OCC - Community Activities**
Meeting	Dec 8, 2010 - Regular Meeting
Category	15. Authorization for Community Activities
Access	Public
Type	Consent

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of December 9, 2010 – June 30, 2011. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

PROFESSIONAL EXPERTS

CULINARY BASICS: BASIC KNIFE SKILLS, Fee: $30, plus $10 materials fee payable to presenter. 2.5 hours. Presenter: Bryce Benes. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

BODYGUARD CLOSE PROTECTION AGENT CERTIFICATION, Fee $150, 8 hours. Presenter: Sal Hanna. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

CORONAL POLISH, Fee $400,18 hours. Presenters: Jennifer Rafferty and Diane Balding. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

CRIMINAL JUSTICE EXPLORATION, Fee: $160, plus $15 materials fee payable to presenter.16 hours. Presenter: Gina Bowen-Gilbert. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

CRIME SCENE INVESTIGATIONS, Fee: $160, plus $15 materials fee payable to presenter. 15 hours. Presenter: Gina Bowen-Gilbert. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

CULINOLOGY WORKSHOP SERIES - BASICS OF FOOD PROCESSING AND FOOD SYSTEMS, Fee: $725 member of RCAI$850 non members, 24 hours. Presenter: Jill Golden. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. 1 (P)

FUN WITH FROSTING!, Fee: $150, plus $25 materials fee payable to presenter. 10 hours. Presenter: Tish Werner. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

THE GLUTEN FREE EDGE, Fee: $125, plus $5 materials fee payable to presenter. 8 hours. Presenters: Gini Warner and Ross Harris. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

THE GREAT WINES OF THE WORLD - GREAT WINES OF FRANCE, Fee: $35, plus $20 materials fee payable to presenter. 3 hours. Presenter: Joe Poshek. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

THE GREAT WINES OF THE WORLD - GREAT WINES OF ITALY, Fee: $35, plus $20 materials fee payable to presenter. 3 hours. Presenter: Joe Poshek. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

THE GREAT WINES OF THE WORLD - GREAT WINES OF SPAIN, Fee: $35, plus $20 materials fee payable to presenter. 3 hours. Presenter: Joe Poshek. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

THE GREAT WINES OF THE WORLD - GREAT WINES OF CALIFORNIA, Fee: $35, plus $20 materials fee payable to presenter. 3 hours. Presenter: Joe Poshek. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

HOW TO START AN IN-HOME CHILD CARE, Fee: $99, plus $25 materials fee payable to presenter. 6 hours. Presenter: Elisha M. Valentine. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

ICE SCULPTURE, Fee: $217, plus $33 materials fee payable to presenter, 32 hours. Presenter: Thomas Selzer. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

LEARN TO PLAY GUITAR IN A DAY!, Fee: $69, plus $25 materials fee payable to presenter, 5 hours. Presenter: Marlene Hutchison. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

MANDERINE CHINESE, Fee: $89, plus $20 materials fee payable to presenter, 9 hours. Presenter: Amy Fu. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

RDA REVIEW, Fee: $275,24 hours. Presenters: Joy Myers and Diane Balding. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

REDUCE YOUR EXPENSES BY 10% OR MORE, Fee: $39, plus $30 materials fee payable to presenter, 3 hours. Presenter: Kamran Paydar. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

SERVESAFE ALCOHOL, Fee: $69, plus $22 materials fee payable to presenter. 4 hours. Presenter: Ryan Giffen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

SMOKER'S LAST CHANCE: THE PATH TO A HAPPIER, HEALTHIER MORE PRODUCTIVE LIFE, Fee: $89, plus $49 materials fee payable to presenter, 6 hours. Presenter: Steve Zagorin. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

WHAT YOU NEED TO KNOW ABOUT FOOD, Fee: $75, 6 hours. Presenter: TC Proctor. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

WIRE FEEDER WELDING, Fee: $300, 18 hours. Presenter: John Hess. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. OCC Welding program to receive a portion of the proceeds. (P)

WORKING WITH EGGS AND MILK, Fee: $45, plus $15 materials fee payable to presenter, 4 hours.

Presenter: Kim Allen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

INDEPENDENT CONTRACTORS

IC Name: Dennis Anderson
Services: Presenter for AUDIO RECORDING, Fee: $275, 24 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Beverly Hicks
Services: Presenter for ABSTRACT DELICATE FLORAL DESIGNS, Fee: $73, plus $15 materials fee payable to presenter at class. 6 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Beverly Hicks
Services: Presenter for CREATING A MODELED GEL TEXTURED SURFACE, Fee: $73, plus $15 materials fee payable to presenter at class. 6 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Beverly Hicks
Services: Presenter for EXPLORATION IN SURFACE DESIGN, Fee: $73, plus $15 materials fee payable to presenter at class. 6 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 201Q - June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Beverly Hicks
Services: Presenter for FOIL EMPOSSING WITH TRANSPARENT DYES, Fee: $73, plus $15 materials fee payable to presenter at class. 6 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Rod Krueckemeier
Services: Presenter for ACCUPRESSURE FOR ALL PART II, Fee: $59, 12 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees.

IC Name: Rod Krueckemeier

Services: Presenter for CHINESE MEDICINE, Fee: $59, 12 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Christine Sullivan
Services: Presenter for CREATE-A-WATCH, Fee: $74, plus $20 materials fee payable to presenter at class. 3 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010- June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Christine Sullivan
Services: Presenter for FELTED BEADS, Fee: $74, plus $15 materials fee payable to presenter at class. 3 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Christine Sullivan
Services: Presenter for NUNU FELTING, Fee: $74, plus $15 materials fee payable to presenter at class. 3 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Christine Sullivan
Services: Presenter for VIKING KNIT, Fee: $74, plus $25 materials fee payable to presenter at class. 3 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9,2010 - June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Patrick Sullivan
Services: Presenter for SOLDERING WATCH PIECE PENDANT, Fee: $74, plus $15 materials fee payable to presenter at class. 3 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Kanor Driving School
Services: Presenter for THE ART OF TEEN DRIVING, Fee: $125, plus $5 materials fee payable to presenter the first day of class. 16 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.

IC Name: Kanor Driving School
Services: Presenter for BASIC DRIVER'S EDUCATION, Fee: $100, plus $5 materials fee payable to presenter the first day of class. 25 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees.

IC Name: Meike Lemmons
Services: Presenter for PARENTING EFFECTIVENESS TRAINING, PARENTS WITH CHILDREN OF ALL AGES, Fee: $205, plus $45 materials fee payable to presenter at class. 32 hours.
Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees

IC Name: Barbie Stowell
Services: Presenter for PASSPORT TO RETIREMENT, Fee: $59, class. 9 hours.
Payment Schedule/Compensation: Compensation equals 100% of the proceeds to be retained by Community Education.
Terms of Agreement: December 9, 2010 - June 30, 2011
Source of Funding: Community Education registration fees

Pursuant to the District's Standard Contract Agreement, Orange County Head Start Inc. has contracted with Orange Coast College's Community and Contract Education department to provide contract training to incumbent workers in the following non-apportionment generating, credit classes:

FN145 Feeding the Young Child/Life Cycle Nutrition: Children program.
Professional Expert TC Proctor will teach FN 145 Feeding the Young Child and will provide 15 instructional teaching hours and will be paid $53.111 per instructional hour. Hourly rate paid by OC Head Start Inc. contract and will not apply toward Lecture Hour Equivalency (LHE). Classes will be held at Orange County Head Start, Inc.

16. Authorization for Sailing Program

Subject	**16.01 OCC - Sailing Program**
Meeting	Dec 8, 2010 - Regular Meeting
Category	16. Authorization for Sailing Program
Access	Public
Type	Consent

The following non-credit classes will be offered by the Marine Programs Office during the period of December 9, 2010 – December 31, 2011. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F) =flat rate.

NEW BOARD ITEMS

PROFESSIONAL EXPERTS

SAFETY AT SEA SEMINAR-US SAILING Sanctioned, Fee $130/$140/$175, 8 hours

PRESENTERS: Debora Camille Dunne, Marc Alan Hughston, Vito J. Macchia, Robert Profeta, Karen Prioleau, Paul Prioleau, John Rousmaniere, Kirk Schuler, Ernie Schultz, Holly Scott, John Jourdane (F).

POWERBOAT COURSES

INTRODUCTION TO POWERBOATS, Fee $260, 6 hours
BASIC POWERBOAT OPERATIONG & CRUISING CERT, Fee $695, 14 hours
INSHORE POWER CRUISING & NIGHT OPERATION ENDORSEMENT, Fee $795, 18 hours
SAFE POWERBOAT HANDLING CERTIFICATION, Fee: $145, 16 hours
SAFE HANDLING OF SMALL POWERBOATS, No fee to participants. Funded by a grant from the State of California, Department of Boating and Waterways. 20 hours.
TRAWLER SCHOOL
US SAILING SMALL POWERBOAT CERTIFICATION, Fee: $25 per person

PRESENTERS: Brian Kfoury, Armando Eason, Karen Prioleau, Robert Profeta, Kirk Schuler, Ernie Schultz, Diane De Witte, Marc Hughston, Erik Josenhans, Jason Adams, Scott McClung(F).

USCG LICENSE PREP COURSE,Fee: $1025 for Operator Uninspected Passenger Vessel license and Master/Mate not in excess of 100GT license and $100 for sail option, $100 non-refundable materials fee payable to instructor, 67 hours for OUPV, 84 hours for Master/Mate and 6 hours for Sail option. Cancellation Policy: cancel after one class student will receive 90% of fee minus $100 cancellation charge, cancel after 2 classes 80% $100 cancellation charge, cancel after 3 classes 70% of fee minus $100 cancellation charge, cancel before mid-day during 4th class receive 50% minus $100 cancellation charge, cancel after mid-day during 4th class no refunds given.

PRESENTERS: Lee Woolever, Karen DeClue Prioleau, Paul Prioleau, Lindsey Philpott, Armando Eason, Scott McClung (F)

SPECIAL PROGRAMS AND ACTIVITIES NO. 7.0

Conference/Activity: Sailing Center to host instructor training for sail, powerboat and professional mariner

instructors. Training to include US SAILING seminars as well as training by in-house instructors.
Location: sailing center
Dates: TBA - between Jan 1, 2011 and December 30, 2011
Department: Sailing Center
Cost/Purpose/Funding Source: Fee varies by course/ The purpose of the training is to provide current instructors with advanced learning opportunities to improve programs for students. Some meals included. Expenses to be paid from Sailing Center or grant funds.

Conference/Activity: US SAILING Sanctioned Safety at Sea Seminar. Sailing Center to host offshore safety training seminar.
Location: Newport Harbor Yacht Club
Dates: January 22, 2011
Department: Sailing Center
Cost/Purpose/Funding Source: Expenses covered by participant fees. To provide offshore safety training for OCC Sailing students. Some meals included. Expenses to be paid from Sailing Center Funds.

17. Personnel Items

Subject	**17.01 DIS - Personnel**
Meeting	Dec 8, 2010 - Regular Meeting
Category	17. Personnel Items
Access	Public
Type	Consent

a. Authorization for Schedule Changes, Classified Staff

b. Authorization for Professional Experts

File Attachments
Open.pdf (19 KB)

PERSONNEL ITEMS

a. Authorization for Schedule Changes, Classified Staff

It is recommended that authorization be given for the following temporary or permanent schedule changes in Classified Staff:

Return to Regular Schedule

Name	LOC	Title	From	To	Start Dt
Duenas, Yolanda	GWC	Instr Assoc-Couns & Guid	80%	100%	12/09/10
Ngo, Michelle	GWC	Staff Assistant	80%	100%	12/20/10

b. Authorization for Professional Experts

It is recommended that authorization be given for the following professional experts:

Professional Experts over $10,000.00

Disney, Betty, CCC, to serve as a Projects Coordinator for Contract Education/College Education Bound U.S. (CCC-EBUS) China Project, for the period 12/09/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 5 units per week for 30 weeks, compensation to be $15,000.00.

Nieman, Michelle J., CCC, to provide instructional and technical writing/editing services for the Technology Based Learning Grant/ESL for Nurses program for Instructional Systems Development, for the period 12/10/10 to 03/09/11, to be paid by timecard at $100.00 per unit, 12.75 units per week for 12 weeks, compensation to be $15,300.00.

Quintana, Yolanda, CCC, to serve as the Assistant Coordinator of the Rapid Response Special Project serving small businesses for the Orange County One-Stop Center, for the period 12/09/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 4.5 units per week for 30 weeks, compensation to be $13,500.00.

Vierstra, Donald W., CCC, to assist in creating digital graphic designs for various projects throughout Instructional Systems Development, including new publication production and marketing campaigns, for the period 01/10/11 to 04/09/11, to be paid by timecard at $100.00 per unit, 13.75 units per week for 12 weeks, compensation to be $16,500.00.

Wordes, John, GWC, to assist in the coordination and facilitation of special events/projects, Spring 2011, which may include College Preview Day, Gala Fund Raiser, Commencement, and development of Alumni Membership Plan, for the period 02/01/11 to 05/30/11, to be paid at $100.00 per unit, 4.722 units per week for 18 weeks, compensation to be $8,500.00.

Young, Gary J., CCC, to assist in developing, designing, coding, testing, debugging and documenting major complex computer programs, modules, subsystems or applications for the Instructional Systems Development department, for the period 01/10/11 to 04/09/11, to be paid by timecard at $100.00 per unit, 12.918 units per week for 12 weeks, compensation to be $15,501.00.

Other Professional Experts

Hertzberg, Page, DIST, to serve as liaison between Talbert Middle School and Coast Community College District and to develop/implement program plan for integrating career exploration activities into middle school as part of the SB70/SB1133 CTE Community Collaborative Grant Middle School Program, for the period 12/09/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 0.35 units per week for 29 weeks, total compensation to be $1,015.00.

Pao, Shuchiao A., CCC, to provide Human Resources in Small Businesses workshops for the Rapid Response Special Project serving small businesses for the One-Stop Center, for the period 12/09/10 to

06/30/11, to be paid by timecard at $100.00 per unit, 3.167 units per week for 30 weeks, compensation to be $9,500.00.

Reinemann, Tina, OCC, to serve as a speaker and facilitator for the EC Lab School's Kindergarten Parent Information Night on 11/16/10, to be paid at $100.00 per unit, 5 units per week for 1 week, compensation to be $250.00.

Selna, Kevin, OCC, to provide mental health counseling for students, for the period 01/31/11 to 06/30/11, to be paid by timecard at $100.00 per unit, 20 units for 20 weeks, compensation to be $2,000.00.

Tran, Thu H., CCC, to provide services such as revising programming codes for online courses, converting new and revised courses into Moodles, and laying out content for student guide revisions for Instructional Systems Development, for the period 01/10/11 to 04/09/11, to be paid by timecard at $10.00 per unit, 75 units per week for 12 weeks, compensation to be $9,000.00.

Vidrio, Ramiro, CCC, to provide consulting and business workshops for the Rapid Response Special Project serving small businesses for the Orange County One Stop Center, for the period 12/09/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 0.666units per week for 30 weeks, compensation to be $2,000.00.

18. Authorization for Independent Contractors

Subject	**18.01 CCC – Independent Contractors**
Meeting	Dec 8, 2010 - Regular Meeting
Category	18. Authorization for Independent Contractors
Access	Public
Type	Consent

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement.

$10,000 AND OVER

IC Name: Nakanishi, Katrina
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $21/hour paid monthly; NTE $22,000 dependent upon number of hours worked.
Term of Agreement: December 9, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Pulichino, Joseph
Services: Provide on-site program coordination, instructional program facilitation and ESL training for Contract Education CCC EBUS Program.
Payment Schedule/Compensation: $51,810 payable in 3 equal increments of $17,270 upon receipt of invoice.
Term of Agreement: January 1, 2011 – June 30, 2011
Source of Funding: Contract Education Ancillary funds

IC Name: Michael Cooperman dba Get Edtech
Services: Develop and present Training Faculty to Create Media with Existing or Inexpensive Hardware.
Payment Schedule/Compensation: $10,000. $940 on January 3, 2011; $3,000 on March 1, 2011; and $6,060 on May 20, 2011; dependent upon completion of the project's activities and submission of invoices.
Term of Agreement: December 9, 2010 – June 30, 2011
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant

IC Name: Rakochy, Wendy
Services: Coordinate, edit, and format online course; write scripts of animated video presentations for lessons in the Public Speaking Online course.
Payment Schedule/Compensation: $33,600.60, payable at a daily rate of $254.55 per/day, paid for actual work days performed.
Term of Agreement: December 9, 2010 – June 30, 2011
Source of Funding: ISD Publications Department funds

UNDER $10,000

IC Name: Villanueva, Michelle
Services: Professional host for Gerontology Informational Video
Payment Schedule/Compensation: One payment of $250 at the completion of project.
Term of Agreement: December 9, 2010 – February 28, 2011

Source of Funding: Gerontology Foundation funds

IC Name: Wilcox, Susan
Services: Content revision and revision verification for Transitions throughout the Lifespan Student Guide and Test Bank.
Payment Schedule/Compensation: 26 lessons @ $200/lesson for a total contract of $5,200.
Term of Agreement: December 9, 2010 – June 30, 2011
Source of Funding: ISD Ancillary Publications Revisions funds

IC Name: Donation Automation Corporation
Services: Develop and present Integrated Marketing: Experiential Learning for Business Students.
Payment Schedule/Compensation: $7,500. $350 on January 3, 2011; $1,900 on March 1, 2011; and $5,250 on May 20, 2011; dependent upon completion of the project's activities and submission of invoices.
Term of Agreement: December 9, 2010 – June 30, 2011
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant

IC Name: Accardi, Millicent
Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-29, Operator Development Program – Furnaces.
Payment Schedule/Compensation: $8,500 paid by percentage of completion of project deliverables broken down into 5 stages of completion.
Term of Agreement: December 9, 2010 – June 30, 2011
Source of Funding: Chevron Products Company in support of this project.

IC Name: Denise Cusano Instructional Design, Inc.
Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-29, Operator Development Program – Furnaces.
Payment Schedule/Compensation: $2,000 paid by percentage of completion of project deliverables broken down into 5 stages of completion.
Term of Agreement: December 9, 2010 – June 30, 2011
Source of Funding: Chevron Products Company in support of this project.

Subject	**18.02 GWC - Independent Contractors**
Meeting	Dec 8, 2010 - Regular Meeting
Category	18. Authorization for Independent Contractors
Access	Public
Type	Consent

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement.

$10,000 AND OVER

IC Name: Envision Education c/o Deras, Wendy
Services: To administer Certified Nurse Assistant exams, hire, train and pay qualified testing staff
Payment Schedule/Compensation: $30,000, to be paid $22 per manual exam, $10 per written exam, $15 per oral exam and $15 per rescheduled manual exam, as invoiced per exam date
Term of Agreement: December 9, 2010 – June 30, 2011
Source of Funding: RHORC RTC Trust funds

UNDER $10,000

IC Name: Nunez, Jackson Rolling Thunder (Journey to the Past)
Services: Journey to the Past Presentation
Payment Schedule/Compensation: $500 to be paid December 9, 2010
Term of Agreement: November 17, 2010
Source of Funding: Associated Students Funds

IC Name: Bristol, Tim / Nurse Tim, Inc.
Services: Speaker at 15th Annual Health Occupations Educator Institute
Payment Schedule/Compensation: $2,830, to be paid $1,415 deposit and remainder after presentation
Term of Agreement: April 20, 2011
Source of Funding: RHORC/HWI grant funds

IC Name: Deck, Michele L.
Services: Speaker at 15th Annual Health Occupations Educator Institute
Payment Schedule/Compensation: $4,500, to be paid $2,225 deposit and remainder after presentation
Term of Agreement: April 19, 2011
Source of Funding: RHORC/HWI grant funds

Subject	**18.03 OCC - Independent Contractors**
Meeting	Dec 8, 2010 - Regular Meeting
Category	18. Authorization for Independent Contractors
Access	Public
Type	Consent

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement.

$10,000 and Under

IC Name: Diane Meriwether
Services: Workshop presenter for Transformations Workshop
Payment Schedule/Compensation: Total contract amount is $300; to be paid upon submittal of invoice as work is completed
Term of Agreement: January 11, 18, and 25, 2011
Source of Funding: To be paid from ASOCC funds

19. Authorization for Professional Development Program

Subject	**19.01 OCC - Professional Development**
Meeting	Dec 8, 2010 - Regular Meeting
Category	19. Authorization for Professional Development Program
Access	Public
Type	Consent

Selzer, Thomas (Orange Coast College, General Manager Instructional Food Service) to attend Pacific Chef Net 2011, at University of California, San Diego, from January 12 – 14, 2011. Reimbursement of tuition and books not to exceed $1,500 to be paid from Management Professional Development funds.

20. Authorization for Staff Development

Subject	**20.01 DIS - Authorization for Staff Development**
Meeting	Dec 8, 2010 - Regular Meeting
Category	20. Authorization for Staff Development
Access	Public
Type	Consent

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
Sheila Mae Kilayko Cruz Admin Assist to VP Coastline	IDT550 Practicum in Instructional Design & Tech IDT597 Project Cal State Fullerton	01/03/11 – 04/15/11	$3,250.00
Toan Tran ISD Programmer Coastline	Masters of Science in Information Assurance Regis University	01/10/11 – 02/01/13	2.5% Differential
Tracy Young Internal Auditor District	Certified Public Accountant License Self-Study	01/01/11 – 12/31/12	2.5% Differential
***Mary Beth Daniel Military Tech Coastline	MMPBL 520 Transformational Leadership MMPBL 530 Human Capital Development University of Phoenix	7/20/10 – 8/30-10 08/31/10 – 10/11/10	$250.00

***NOTE: This item is up for amendment to a past Board Item, original date: Aug. 08, 2010.
Not to exceed cost went over anticipated cost of study by the amount shown.

21. Approval of Purchase Orders

Subject	**21.01 DIS - Purchase Orders**
Meeting	Dec 8, 2010 - Regular Meeting
Category	21. Approval of Purchase Orders
Access	Public
Type	Consent

File Attachments

PurchaseOrderDIST.pdf (18 KB)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0322376	Cadwell Laboratories Inc Bid #1988 Neurodiagnostic & Polysomnography Systems for OCC ABC Bldg (GOB) Board Date: 11/17/10	OCC-GB	6411	303,806.18
P0322339	Willdan Geotechnical CCC Newport Beach Learning Ctr Geotechnical, Special Inspection, Materials Testing (GOB)	CCC-GB	6127	193,681.00
P0322340	Crew Inc Bid 1986 CCC Newport Beach Learning Center Category C- Earthwork/Grading (GOB) Board Date: 09/15/10	CCC-GB	6120	137,400.00
P0322347	Kyoto Kagaku Co LTD OCC ABC Bldg CT Whole Body Phantom (GOB)	OCC-GB	6401	67,479.38
P0322394	CC Commercial Cleaning OCC ABC Bldgs rough & final cleaning (GOB)	OCC-GB	5899	61,622.00
P0322459	Community College League of Calif Annual Library database renewal. Board Date: 11/03/10	OCC	5699	56,060.82
P0322350	Digital Networks Group Inc OCC classroom projectors & lens (GOB)	OCC-GB	6402	46,495.52
P0322371	Sea-Clear Pools Inc Open PO for pool maintenance	GWC	5899	40,800.00
P0322377	Siemens Water Technologies Corp OCC ABC bldgs high purity water system (GOB)	OCC-GB	6401	40,128.75
P0322352	Merry X-Ray Corp OCC ABC Bldg instructional materials (GOB)	OCC-GB	4312	37,058.99
P0322390	Hill-Rom Co Inc ABC Bldgs instructional supplies (GOB)	OCC-GB	6411	36,522.11
P0322354	Sasco OCC Student Service center data & phone cabling (GOB)	OCC-GB	6250	35,685.00
P0322323	Time Warner Cable Service provider agreement for dedicated point-to-point from College Ctr to GG Ctr	CCC	5519	34,295.00
P0322395	CareFusion 209 Inc OCC ABC Bldg instructional equip (GOB)	OCC-GB	6401	33,695.98
P0322381	Hill-Rom Co Inc OCC ABC Bldg instructional equip (GOB)	OCC-GB	6411	28,823.46
P0322342	Business Properties Lease for classroom & art gallery space in Huntington Beach	CCC	5684	27,000.00
P0322349	Mikron Instruments OCC ABC Bldg stereomicroscopes (GOB)	OCC-GB	6411	25,439.19
P0322430	MNZ Janitorial Services Inc OCC Student Services clean up (GOB)	OCC-GB	5899	23,770.00
P0322382	Wolf Form Co Inc	OCC-GB	4312	22,871.84

	OCC ABC instructional supplies (GOB)			
P0322322	Geosyntec Consultants Methane testing on Newport Beach Learning Center (GOB)	CCC-GB	6127	20,400.00
P0322375	West Coast Arborists Inc Tree trimming services for campus	GWC	5899	20,000.00
P0322389	Pals Vacuum Sewing Center OCC ABC Bldg instructional supplies (GOB)	OCC-GB	4312	16,822.54
P0322393	Collegenet Inc Annual software SMA	DIS	5638	15,835.05
P0322278	Oskorus, David IC for or Coastline's Tech Based Learning Initiative Grant. Board Date: 09/15/10	CCC	5112	15,000.00
P0322421	Hoover Printing & Lithography Inc Career (CTE) brochures	OCC	4321	14,463.75
P0322351	Mopec Inc OCC ABC dissecting table & cabinet (GOB)	OCC-GB	6411	11,487.57
P0322385	Siemens Water Technologies Corp ABC Bldg high purity water system (GOB)	OCC-GB	6269	11,045.00
P0322319	Making Connections Open PO for soft skills lesson booklet for middle school students	DIS	5899	11,000.00
P0322320	Graphic Edge Open PO for graphics lesson booklet for middle school students	DIS	5899	11,000.00
P0322396	C & S Solutions OCC ABC Bldg site licenses (GOB)	OCC-GB	5699	10,346.97
P0322386	Black Hills Institute of Geological Research Inc OCC Geology instructional supplies	OCC	4312	10,025.48
P0322425	Ghidella, Richard IC for Business Industry Collaborative grant. Board Date: 11/03/10	CCC	5112	10,000.00
P0322427	Benner Metals Corp Open PO for instructional supplies	OCC	4312	10,000.00
P0322336	Nat'l Construction Rentals Inc	DIS	5682	9,351.50
P0322312	Mt San Jacinto College	CCC	5899	8,950.00
P0322353	Costello Sewing Machine Inc	OCC-GB	4312	8,892.45
P0322345	Carolina Biological Supply	OCC-GB	4312	8,159.85
P0322462	Yurtseven, Lale	CCC	5112	7,850.00
P0322300	Amazon.com	CCC	4315	7,620.79
P0322313	Crafton Hills College	CCC	5899	7,500.00
P0322325	HRMS Inc	OCC	5899	6,550.00
P0322343	Pacific Blue Micro	OCC-GB	6412	6,366.64
P0322372	GovConnection Inc	DIS	6411	5,798.82
P0322348	Cone Instruments LLC	OCC-GB	4312	5,260.91
P0322338	Andtech Corporation	OCC	6411	5,201.15
P0322429	Office Depot	OCC	4312	5,000.00
P0322443	Visual Lighting Technologies	OCC	4312	5,000.00

P0322299	Infinity Designs	CCC	5851	4,893.75
P0322311	Baker & Taylor	GWC	6301	4,805.83
P0322346	Medical Processor Services	OCC-GB	6411	4,682.50
P0322327	Amico Scientific Corp	OCC	4312	4,465.89
P0322380	Reliable Ice Equipment Inc	GWC	6411	4,191.36
P0322358	Sehi Computer Products Inc	OCC	6412	3,997.95
P0322379	GovConnection Inc	DIS	6411	3,960.66
P0322391	Lenovo United States Inc	DIS	6411	3,960.66
P0322333	Fisher Scientific	OCC	4312	3,585.42
P0322326	Amico Scientific Corp	OCC	4312	3,201.69
P0322453	McQuay Int'l	DIS	5657	3,015.39
P0322285	Getty Images (US) Inc	DIS	5306	2,997.00
P0322324	ALC Global Inc	OCC	5850	2,700.00
P0322392	Pacific Blue Micro	CCC	5899	2,700.00
P0322335	Wildlife Supply Co	OCC	4312	2,685.01
P0322410	Pasco Scientific	OCC	4312	2,622.81
P0322450	Amico Scientific Corp	OCC	4312	2,557.03
P0322447	Commercial Door of OC Inc	OCC	5650	2,500.00
P0322330	Sargent-Welch	OCC	4312	2,341.37
P0322398	West Coast Technology	GWC	5638	2,122.00
P0322308	Baker & Taylor	GWC	6301	2,071.51
P0322341	Hoover Printing & Lithography Inc	OCC	4321	2,045.59
P0322409	Follett Higher Education Group Inc #1094	OCC	4312	2,000.00
P0322442	Alpha Card Systems LLC	OCC	6411	1,942.69
P0322435	School Outfitters.com	OCC	4312	1,877.58
P0322332	Pasco Scientific	OCC	4312	1,785.44
P0322302	Teltex Inc	CCC	4315	1,688.44
P0322328	Western Graphics Plus	OCC	4321	1,638.28
P0322413	Anixter	DIS	4315	1,581.88
P0322384	Blue Sky Outfitters	GWC	4312	1,499.96
P0322400	Partners Data Systems Inc	CCC	5638	1,363.00
P0322329	Amico Scientific Corp	OCC	4312	1,357.08
P0322434	B & H Photo-Video	OCC	4312	1,247.09
P0322408	Harland Technology Services	OCC	5638	1,164.00
P0322363	Academic Senate	CCC	5320	1,101.12
P0322360	Xerox Corp	OCC	5638	1,100.00
P0322433	Chef Rubber LLC	OCC	4312	1,065.47
P0322314	Grainger	CCC	4312	1,000.00
P0322321	Xerox Corp	OCC	5638	1,000.00
P0322364	ControlWorks Inc	GWC	5650	1,000.00
P0322334	Fisher Scientific	OCC	4312	972.45
P0322317	SCHOOLSin	OCC	4312	925.15
P0322287	Aircraft Spruce & Specialty Co	OCC	4312	875.00
P0322307	Jazz-Z Beauty Products Inc	GWC	4312	824.80
P0322359	Harland Technology Services	OCC	5638	813.00
P0322356	Office Depot	CCC	4312	786.89
P0322362	Sehi Computer Products Inc	CCC	4312	769.33

P0322439	Clay-King.com	OCC	4312	767.78
P0322281	Xerox Corp	DIS	4315	723.08
P0322303	Baker & Taylor	GWC	6301	720.62
P0322437	JW Products	OCC	4312	690.56
P0322412	VWR Int'l Inc	OCC	4312	674.20
P0322438	Tustin Awards Inc	DIS	4321	660.66
P0322445	Western Graphics Plus	OCC	4321	655.75
P0322418	Technical Associated Services	OCC	5657	625.00
P0322290	Otto Frei	OCC	4312	607.58
P0322297	Follett Higher Education Group Inc #1181	GWC	4312	600.00
P0322455	Fleet Services Inc	DIS	5657	588.40
P0322388	GovConnection Inc	DIS	4315	588.37
P0322309	KPSS Inc	GWC	4312	578.10
P0322288	McFadden-Dale Industrial Hardware LLC	OCC	4312	575.00
P0322448	Art Supply Warehouse	OCC	4312	561.10
P0322454	Hoist Services Inc	DIS	5657	553.30
P0322456	Dept of Social Services	OCC	5749	550.00
P0322461	Dell Higher Education	OCC	4315	529.25
P0322293	Tom Black Service Center	OCC	4312	522.00
P0322369	Benner Metals Corp	OCC	4312	512.43
P0322370	Dell Higher Education	GWC	4315	512.41
P0322304	Great Western Sanitary Supply	GWC	4312	500.14
P0322298	Harbor Freight Tools	GWC	4312	500.00
P0322440	Fisher Scientific	OCC	4312	500.00
P0322460	Sigler Wholesale Distributors	OCC	4677	500.00
P0322357	Office Depot	CCC	4312	486.63
P0322420	Camcor Inc	OCC	4312	475.03
P0322449	B & H Photo-Video	OCC	4312	466.90
P0322337	B & H Photo-Video	DIS	4312	453.95
P0322280	Office Depot	GWC	4312	400.00
P0322415	A Daigger Co	OCC	4312	400.00
P0322417	Nat'l Assn/Colleges & Employers	OCC	5320	400.00
P0322441	Vision Wear Int'l Inc	OCC	5850	400.00
P322280	Office Depot	GWC	4312	400.00
P0322428	Office Depot	OCC	4312	387.59
P0322397	KSR Associates LLC	GWC	4677	382.80
P0322289	McKesson Medical Supplies	OCC	4312	370.05
P0322407	OCLC Inc	OCC	5110	367.84
P0322318	Video Copilot	DIS	4312	365.77
P0322316	Extensis	CCC	5699	349.86
P0322451	Calif Stage & Lighting	OCC	4312	349.17
P0322426	Computerland of Silicon Valley	OCC	5699	347.13
P0322452	Dell Higher Education	OCC	4312	313.18
P0322344	Cummins Cal Pacific LLC	DIS	5899	300.00
P0322406	Apperson Education Products	GWC	4312	300.00
P0322431	EngineerSupply	OCC	4312	295.78
P0322331	World Point	OCC	4312	288.17

P0322374	Kurzweil Educational Systems Inc	CCC	5699	281.88
P0322301	Assistech Special Needs	CCC	4315	272.89
P0322446	Computerland of Silicon Valley	OCC	5699	261.69
P0322457	SystemTools Software Inc	CCC	5699	259.25
P0322292	FAES Inc	OCC	4312	250.00
P0322366	Amazon.com	CCC	4312	230.33
P0322399	Balloons by Lucille	GWC	4312	227.72
P0322310	KPSS Inc	GWC	4312	224.83
P0322411	Wabash Instrument Corp	OCC	4312	214.88
P0322282	Office Depot	GWC	4312	200.00
P0322284	Office Depot	GWC	4312	200.00
P0322306	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0322419	Mettler-Toledo Inc	OCC	5657	200.00
P0322378	Office Depot	DIS	4312	191.37
P0322402	Sehi Computer Products Inc	GWC	4315	183.21
P0322355	Sehi Computer Products Inc	OCC	4312	169.03
P0322296	Nikki's Flags	GWC	4312	167.78
P0322305	Community Lock & Safe Service	GWC	4312	158.76
P0322291	MSC Industrial Supply Co	OCC	4312	155.23
P0322294	Thomson Reuters/Barclays	OCC	5899	150.00
P0322404	Art Supply Warehouse	GWC	4312	150.00
P0322422	Office Depot	OCC	4315	147.47
P0322414	Bulbman Inc	OCC	4312	135.72
P0322383	Steele Supply Co	OCC-GB	4312	132.80
P0322361	OC School Boards Assn	DIS	5320	125.00
P0322403	HB Digital Arts & Blueprint Inc	GWC	4312	125.00
P0322405	Home Depot	GWC	4312	125.00
P0322458	Office Depot	CCC	4312	109.05
P0322283	Office Depot	GWC	4312	100.00
P0322401	Follett Higher Education Group Inc #1181	GWC	4312	100.00
P0322279	Sehi Computer Products Inc	DIS	4315	95.43
P0322444	Thompson Publ Group	DIS	4285	92.82
P0322423	Office Depot	GWC	4312	91.38
P0322295	Luerzer's Archive Inc	CCC	5306	78.00
P0322416	World Point	OCC	4312	76.00
P0322315	Print Magazine	CCC	5306	57.00
P0322387	Apple Computer Inc	OCC	5699	42.41
P0322365	How Magazine	CCC	5306	29.96
	Total			**1,670,153.23**

Object Code Legend

3000-3999	Staff Benefits
4200-4299	Books, Replacement of
4300-4799	Supplies/Printing
5100-5199	Consultants/Lecturers

5200-5299 Conferences/Travel
5300-5399 Dues/Memberships/Subscriptions
5400-5499 Insurance
5500-5599 Utilities/Services/Contracts
5600-5601 Film Rental
5630-5673 Repairs/Equipment and Facilities
5682-5699 Lease/Rentals
5700-5899 Other Expense of Operations
6100-6299 Site/Site Improvements/Building
6300-6399 Books, New Acquisitions
6400-6499 Equipment, New/Replacement

22. Ratification/Approval of Checks

Subject	**22.01 DIS - Ratification/Approval of Checks**
Meeting	Dec 8, 2010 - Regular Meeting
Category	22. Ratification/Approval of Checks
Access	Public
Type	Consent

File Attachments

Check Approval.pdf (337 KB)

NUMBER	NAME OF VENDOR	AMOUNT
0150051	Retiree Health Benefit Prgm Trust FBO Coast Retiree Benefit Irrevocable Trust Contribution	8,000,000.00
0150207	PacifiCare of California Medical Premiums	575,752.94
0149941	Medco Health Solutions Inc Medical Prescription Claims	267,426.29
0149241	Coast Community College Dist CCCD Medical Claims	233,036.14
0150049	Coast Community College Dist CCCD Medical Claims	203,922.23
0149371	Medco Health Solutions Inc Medical Prescription Claims	195,188.06
0149935	ACSIG Dental / Edge District Dental Claims and Admin Fees	175,331.73
0149619	Keenan & Associates District PIPS Worker's Compensation Premiums	168,125.00
0149939	Coast Community College Dist CCCD Medical Claims	157,580.41
0149732	Coast Community College Dist CCCD Medical Claims	154,457.03
0149533	Constellation NewEnergy Inc Electricity district wide	121,355.59
0149736	Reliastar Life Insurance Co Life Insurance Premiums	82,957.56
0149994	OC Sanitation District 2010-2011 Sewer service fees	75,274.00
0149804	Southern Calif Edison Co Electricity district wide	74,770.60
0149735	Reliastar Life Insurance Co Reinsurance Premiums	74,203.50
0149601	WestEd Services on SB70 Evaluation Grant	71,848.42
0150137	Memorial Prompt Care Medical Group Student Health Services	48,490.50
0149737	Reliastar Life Insurance Co Long Term Disability Premiums	41,193.25
0150187	The Irvine Co LLC Lease payment for One-Stop Center - Irvine	33,723.47
0149973	Dell Higher Education Computer servers for District Information Services	30,968.91
0149570	Polar King Int'l Inc Walk-in Freezer/Refrigeration Trailer	30,896.34

0149738	Vision Service Plan CCCD Annual Vision Claims	28,196.89
0149759	Dowden Associates Inc Title III Strengthening Institutions Grant	27,900.00
0149733	Delta Health Systems Medical Administrative Fees	27,895.00
0149937	CCCD Workers Comp Trust Fund Workers' Compensation Claims	26,879.41
0150012	ROI Networks Inc Project management fees for CCC telephone	26,600.00
0149995	OC Treasurer-Tax Collector Property tax OCC	26,208.58
0149092	Burke Williams & Sorensen LLP District General Counsel Legal Service	26,110.64
0149872	College Board	24,676.00
0149519	Arxis Technology Inc	23,701.19
0149860	CCCD Student Refunds	19,586.00
0149114	Elavon	19,352.23
0150076	Coast Community College District	17,998.58
0149593	Unisource Worldwide Inc	16,903.82
0149731	Blue Cross	16,548.56
0149663	North OC Comm College District	14,439.58
0149966	CCC Sac	13,829.50
0150085	Eaton Corp	12,990.00
0149528	CDWG	12,914.07
0149617	B & P Services Inc	12,165.00
0149179	Verge Technologies	11,833.00
0149167	Southern Calif Edison Co	11,697.74
0150183	Sun Environmental Engineering Services Inc	11,000.00
0149526	Carter Brothers Fire & Life Safety	10,982.40
0149929	Xpedx Paper & Graphics	10,576.17
0149772	Irvine Pipe & Supply	10,171.35
0149541	Education 4 Work	10,000.00
0149675	Pitney Bowes Reserve Account	10,000.00
0149938	CCCD Workers Comp Trust Fund	10,000.00
0150005	Oracle America Inc	8,978.34
0149169	Special Pay Retirement Plan	8,915.65
0149527	CCCD Student Refunds	8,729.31
0149969	City of Huntington Beach	8,724.25
0149972	CR & R Inc	8,678.43
0150017	Southern Calif Edison Co	7,539.59
0149770	HRMS Inc	7,500.00
0149631	Baker & Taylor	7,422.97
0150163	ProEducation Solutions LLC	7,380.00

0149808	The Gas Co	7,201.21
0149940	First Colony Life Insurance Co	7,200.66
0149756	Constellation NewEnergy Inc	7,175.37
0149692	Union Bank	6,880.86
0149877	Follett Higher Education Group Inc #1094	6,642.99
0149187	Xerox Corp	6,631.94
0149798	ShapeTools LLC	6,560.13
0149845	TreeCare Arborists	6,450.00
0149636	Certified Transportation Services Inc	6,409.43
0149689	Thyssenkrupp Elevator	6,192.00
0150021	The Gas Co	6,145.91
0150208	PacifiCare of California	6,108.26
0149368	Mercedes Mc Cullough	5,901.80
0149655	ii Fuels, Inc	5,734.11
0149197	Smardan Supply Co-Orange Coast	5,578.52
0149748	CCCD - SEOG	5,336.00
0150099	Health Fax	5,300.00
0150024	Townsend Public Affairs Inc	5,240.00
0149971	Constellation NewEnergy Inc	5,004.64
0150074	Certified Transportation Services Inc	4,966.08
0150003	Oce' Imagistics Inc	4,961.08
0149168	Special Pay Retirement Plan	4,958.54
0149908	Wendy Rakochy	4,851.00
0150107	Image West TV	4,817.55
0149805	State Board of Equalization	4,729.00
0149547	GovConnection Inc	4,715.41
0149666	OCC AS #1500-1050-58520	4,520.00
0150073	CCCD Student Refunds	4,507.94
0150115	Keenan & Associates	4,396.32
0149902	OCE'	4,214.50
0149749	CENIC	4,050.00
0149618	Care Resources Inc	4,040.75
0149943	Advanced Web Offset Inc	4,012.88
0149849	Automated Power Technologies	4,000.00
0149782	OC Treasurer-Tax Collector	3,978.00
0150022	The Gas Co	3,943.52
0149520	Baker & Taylor	3,941.68
0149088	Atkinson Andelson Loya Ruud & Romo	3,789.03
0149976	Elavon	3,767.93
0149850	Bear Communications Inc	3,641.86
0149661	Mesa Consolidated Water Dist	3,632.50
0149103	CCCD Student Refunds	3,601.26
0149572	ProEducation Solutions LLC	3,525.00
0149478	Vision Service Plan	3,515.00

0150201	Susan Wilcox	3,450.00
0149687	Study in the USA Inc	3,350.00
0150180	Southern Calif Edison Co	3,298.57
0149893	Main Electric Supply Co	3,268.05
0149151	Pak West Paper & Packaging	3,251.33
0149730	Moss Co	3,161.70
0149914	Soundtree	3,145.25
0150059	AT & T	3,138.96
0149926	Verizon Wireless	3,082.14
0150048	LPA Inc	3,075.62
0149846	Alchemy Solutions Inc	3,036.00
0150081	Marion Daniel	3,000.00
0149881	Getty Images (US) Inc	2,997.00
0150106	ii Fuels, Inc	2,983.38
0150002	OCE'	2,974.77
0149949	ASCAP	2,921.15
0149149	Office Depot	2,869.09
0149878	Follett Higher Education Group Inc #1181	2,713.56
0149535	Crop Production Services Inc	2,558.82
0149077	Apple Computer Inc	2,508.54
0149637	Chem Pro Laboratory Inc	2,478.00
0149958	Broadcast Music Inc	2,477.63
0149897	Mesa Golf Carts Inc	2,448.98
0149556	LiNKS Sign Language & Interpreting Services	2,325.00
0149183	David Whyte	2,318.00
0149776	MailFinance Inc	2,312.10
0149111	Dell Higher Education	2,263.38
0149513	Academic Senate	2,225.18
0150129	MailFinance Inc	2,185.57
0149981	GovConnection Inc	2,181.40
0149529	Cerritos Franchise Inc	2,181.00
0149164	SMH Colocation	2,150.00
0150016	SMH Colocation	2,150.00
0149590	Time Dated Services	2,100.00
0149166	Soundtree	2,092.15
0150150	Office Depot	2,081.76
0149967	CCCD-Cash Clearing	2,044.44
0149185	Willdan	2,000.00
0150050	Delta Health Systems	1,995.10
0149869	CDWG	1,931.18
0150114	Jobelephant.com Inc	1,920.00
0149670	Pacific Lift & Equipment Co Inc	1,900.00
0149537	Dell Higher Education	1,876.17
0149559	Mesa Verde Country Club	1,870.00

0149538	Discount School Supply	1,845.50
0150139	MSC Industrial Supply Co	1,844.54
0149523	Bio-Rad Laboratories Inc	1,833.49
0149980	Galls Inc	1,816.10
0149622	ACT Inc	1,805.25
0149564	Office Depot	1,803.34
0149144	Michael Myers	1,800.00
0150142	Nextel Communications	1,796.91
0149879	Fullerton Orthopaedic Surgery Medical Grp In	1,750.00
0149780	Mobile Modular Management Corp	1,738.91
0150128	Maria Mai	1,737.00
0149815	Verizon Wireless	1,730.40
0149764	Gregory Gardiner	1,720.00
0150053	Aircraft Spruce & Specialty Co	1,713.29
0149654	Home Depot	1,707.03
0149651	GlaxoSmithKline	1,675.00
0149803	So Cal Commercial Printing	1,640.94
0149917	Spicers Paper Inc	1,608.04
0149182	Vietnamese Community of OC	1,600.00
0150072	Caston Office Solutions	1,564.02
0149691	tw telecom holdings Inc	1,539.98
0149697	Susan Wilcox	1,500.00
0150032	Susan Wilcox	1,500.00
0149578	Research in Motion Corp	1,499.00
0149910	Scott Electric	1,486.00
0149959	Buddy's All-Star Inc	1,479.00
0150118	Key Equipment Finance Inc	1,473.38
0150007	Physician Sales & Service Inc	1,437.97
0149844	Smardan Supply Co-Orange Coast	1,433.52
0150116	Kelly Paper	1,424.62
0150110	Irvine Pipe & Supply	1,418.41
0150126	Margaret Lovig	1,417.99
0150206	Estate of Edward G Jamieson	1,408.00
0150090	Deborah Goldstick	1,400.00
0149960	Business Office Solutions	1,355.30
0150069	Buswest LLC	1,333.44
0149119	GlaxoSmithKline	1,330.00
0149083	AT & T	1,320.57
0150205	Tafoya & Associates	1,314.25
0149132	Johnstone Supply	1,311.36
0149744	Baker & Taylor	1,278.73
0149765	Graybar Electric	1,277.02
0149743	B & P Services Inc	1,275.14
0149927	Wieser Educational	1,257.54

0149074	ACS Education Services Inc	1,229.40
0150001	OCC Ancillary #1000-24750-6580	1,226.00
0150077	Herbert Cohen	1,215.20
0149789	Phoenix Group Info Systems	1,213.55
0149953	B & P Services Inc	1,208.63
0149173	The Gas Co	1,204.93
0149921	Sun Environmental Engineering Services Inc	1,200.00
0150146	Marcella Norling	1,200.00
0150151	Tarin Olson	1,200.00
0150170	Cynthia Reber-Bonhall	1,200.00
0149143	Moviola Digital	1,195.00
0149118	Gale Group Inc	1,192.22
0149665	OCC Ancillary #1000-24750-5120	1,186.00
0150155	Jerry Patterson	1,181.14
0149157	PSi	1,180.00
0149934	Sea-Clear Pools Inc	1,175.48
0149787	Pak West Paper & Packaging	1,167.02
0149998	OC Treasurer-Tax Collector	1,162.00
0149968	CDWG	1,156.18
0150078	Paula Coker	1,116.00
0149116	Follett Higher Education Group Inc #1180	1,102.06
0149982	Home Depot	1,101.83
0149806	Storefront Door Repair	1,098.00
0149659	Mariposa Women & Family Center	1,088.00
0150133	Mariposa Women & Family Center	1,054.00
0149753	City of Fountain Valley	1,052.16
0149811	Verizon California	1,031.56
0149794	Rutland Tool & Supply Co	1,025.74
0150186	Christian Teeter	1,024.13
0150087	Patricia Fipps	1,004.34
0149594	United States Postal Service	1,003.00
0149124	GWC Food Services	1,000.46
0149113	Diane Eberhardy	1,000.00
0149137	Steve Linthicum	1,000.00
0149184	Susan Wilcox	1,000.00
0149909	Amy Schulz	1,000.00
0150075	Berlynn Ching	1,000.00
0150140	Kathryn Mueller	1,000.00
0150160	Postmaster	1,000.00
0149458	Vera Snyder	994.50
0149814	Verizon Wireless	993.37
0149993	Nextel Communications	983.67
0149795	Samy's Camera	974.02
0149548	Grainger	966.57

0149979	Fry's Electronics	961.09
0149142	Minuteman Plumbing & Drains	957.50
0149543	Fisher Scientific	949.02
0149680	SC Signs & Supplies LLC	945.04
0150148	OC Wholesale Flowers	910.24
0149145	OC Wholesale Flowers	906.97
0149141	Merck Vaccines	895.61
0149894	Marina Landscape Inc	895.00
0149954	Baker & Taylor	892.49
0149483	Robert Walling	884.00
0149540	Eberhard Equipment Inc	862.42
0149809	Time Warner Cable	843.18
0149796	Schindler Elevator Corp	840.00
0149668	Office Depot	830.48
0149963	Carmen's Uniforms Inc	829.22
0149165	So Cal Commercial Printing	820.47
0149584	Sign-Mart	814.71
0149984	Iron Mountain	810.57
0150147	OC Fire Protection	810.00
0149904	Orkin Commercial Services	809.00
0149768	Home Depot	801.58
0150082	Declues Burkett & Thompson LLP	782.66
0150062	Cheryl Babler	782.52
0149107	Cone Instruments LLC	779.11
0149754	Coast Community College District	776.00
0150154	Martha Parham	774.60
0149313	Irene Heavern	773.50
0149361	Susan Martin	773.50
0149382	John Mucciaro	773.50
0149383	Paula Mucciaro	773.50
0149524	Blue Sky Outfitters	762.82
0149873	David Grant Inc	755.81
0149126	Harland Technology Services	753.00
0149669	Pacific Blue Micro	752.50
0149546	Michael Giblin	750.00
0149372	Medco Health Solutions Inc	742.38
0149698	Xerox Corp	741.02
0149901	OCC AS #1500-1050-58520	735.00
0149696	VMI Inc	726.45
0149112	Eberhard Equipment Inc	717.38
0150101	Deborah Hirsh	712.90
0149978	Follett Higher Education Group Inc #1180	711.33
0149903	Office Depot	702.54
0150111	Mary Jackson	700.00

0149964	Caston Office Solutions	698.78
0149620	A-Z Wholesale Floral Supply Inc	698.72
0149632	Calif Tool Welding Supply	697.64
0149568	Pacific Light Productions Inc	696.93
0150171	James Ruhle	696.86
0150119	Bill La	690.76
0149200	Amer Fidelity Assurance	689.50
0149799	Shell Oil	687.69
0149996	OC Treasurer-Tax Collector	686.18
0149884	Home Depot	672.64
0149552	HW Wilson Co	668.00
0149274	Kathryn Edwards	663.00
0149310	Fred Hayward	663.00
0149571	Prado Olympic Shooting Park	650.00
0150068	JoAnn Busenbark	643.98
0150122	Andrea Lawson	627.09
0149066	A-Z Wholesale Floral Supply Inc	624.23
0149585	Southern Calif Edison Co	622.34
0149581	Scott Electric	620.00
0149589	Thermo Fisher Scientific (Asheville) LLC	619.50
0149647	Fisher Scientific	618.30
0149779	Mesa Consolidated Water Dist	615.00
0149898	MSC Industrial Supply Co	614.36
0149888	Irvine Pipe & Supply	601.71
0149852	Adrienne Burton	600.00
0149885	Nga Thi Hong	600.00
0149922	Calvin Tang	600.00
0149551	Home Depot	587.50
0149531	Child Development Centers	587.00
0149152	Barry Perrou	585.00
0149870	CI Solutions	580.06
0149784	Office Depot	579.80
0150200	Cathleen Werblin	571.62
0149820	Xerox Corp	570.76
0149739	Aircraft Spruce & Specialty Co	558.88
0149181	Verizon Wireless	557.05
0150054	Kimberly Allen	556.50
0149544	Follett Higher Education Group Inc #1181	555.76
0150084	W. Dunn III	555.28
0149924	The Gas Co	553.12
0149330	Robert Jones	552.50
0149664	OC Treasurer-Tax Collector	551.25
0149682	Sign-Mart	546.47
0149750	Certified Transportation Services Inc	545.36

0149521	Barry Asher's Custom Embroidery	544.00
0149602	Western Graphics Plus	539.60
0149657	Knorr Systems Inc	538.31
0149596	VMI Inc	517.87
0149549	Harold M Pitman Co	515.71
0150070	Calif Stage & Lighting	512.03
0150162	Barbara Price	511.07
0149752	Child Development Centers	507.00
0149923	The Gas Co	505.62
0149734	First Health	505.22
0149936	CCCD Workers Comp Trust Fund	503.91
0149558	Mesa Golf Carts Inc	500.28
0149988	LabWest Inc	500.00
0149851	Benner Metals Corp	495.14
0149813	Verizon Wireless	485.72
0149101	CCCCIO	480.00
0149766	HB Magazine	480.00
0149751	Chevron	477.51
0149638	Community College League of Calif	475.00
0149639	Community College League of Calif	475.00
0149640	Community College League of Calif	475.00
0149641	Community College League of Calif	475.00
0149642	Community College League of Calif	475.00
0149962	Calif Tool Welding Supply	465.66
0149517	Amtech Elevator Services	461.44
0149760	Dunn Edwards Corp	455.48
0149790	Port Supply	455.06
0149952	Automatic Sync Technologies LLC	442.75
0150089	Diogba Gbye	442.70
0149338	Sandra Kreil	442.00
0149400	Wayne Olson	442.00
0149403	Hitoshi Ono	442.00
0149437	Roseann Rueter	442.00
0149482	Dianne Walling	442.00
0150061	B & P Services Inc	437.88
0149999	OC Treasurer-Tax Collector	435.00
0150010	Public Economics Inc	428.97
0149650	Gale Group Inc	427.97
0150144	Melinda Nish	416.40
0149816	Walters Wholesale Electric Co	411.57
0149987	KPSS Inc	402.66
0149630	Anh Auduong	400.00
0149856	CASFAA	400.00
0149667	OCC Petty Cash	398.28

0149096	CCCAOE	395.00
0149097	CCCAOE	395.00
0149098	CCCAOE	395.00
0149099	CCCAOE	395.00
0149100	CCCAOE	395.00
0150138	Ronald Miller	393.28
0149170	Stater Bros Markets	391.23
0149122	Great Western Sanitary Supply	391.14
0149758	Dell Higher Education	391.10
0150194	Tri-Anim Health Services	390.00
0149129	Home Depot	385.99
0149130	Island Florals	384.76
0149580	Saddleback Golf Cars	382.50
0149565	Orange Coast Auto Repair	382.07
0149177	UPS Protection Inc	380.63
0149662	Newport-Mesa Unified Sch Dist	380.00
0149587	Stater Bros Markets	376.03
0149855	CASFAA	375.00
0149857	CASFAA	375.00
0149858	CASFAA	375.00
0149859	CASFAA	375.00
0150055	Anaheim-Fullerton Towing	375.00
0150181	Steven Spencer	375.00
0149742	Art Supply Warehouse	373.37
0149148	OCLC Inc	371.09
0149997	OC Treasurer-Tax Collector	371.02
0150023	The Shredders	365.00
0150193	Tien Tran	364.15
0149956	Bishop Co	356.15
0149645	Costco Wholesale	352.51
0149123	Green Technology	351.00
0149557	MAERB	350.00
0150009	Print & Finishing Solutions	350.00
0149139	Matthew Bender & Co Inc	347.73
0149656	Johnstone Supply	347.60
0150135	Richard Mathias	347.40
0149518	Art Supply Warehouse	345.57
0149094	CAPED	345.00
0150125	Frederick Lockwood	343.25
0150031	West Payment Center	339.57
0149076	Alan's Lawnmower & Garden Ctr Inc	339.33
0149553	Information Today Inc	337.55
0150066	Deborah Bales	335.68
0149807	Super Duper Publications	335.60

0149854	Calif Tool Welding Supply	332.69
0149203	Robert Angus	331.50
0149209	Sandra Badenoch	331.50
0149210	William Badenoch	331.50
0149211	James Baugh	331.50
0149212	Jane Bennett	331.50
0149215	Phillip Bernard	331.50
0149217	Mary Bosse	331.50
0149218	Ann Boughey	331.50
0149219	Carolyn Breihan	331.50
0149220	John Breihan	331.50
0149227	Roger Camp	331.50
0149230	Spencer Carle	331.50
0149231	James Carnett	331.50
0149236	Ellen Church	331.50
0149238	Mark Clark	331.50
0149239	Sharron Clark	331.50
0149243	Norman Cole	331.50
0149245	Donald Collins	331.50
0149246	Stephen Cone	331.50
0149259	Marilyn Dickson	331.50
0149260	Ruth Dills	331.50
0149262	Jeffrey Dimsdale	331.50
0149270	Judith Eastman	331.50
0149284	Lucille Fricker	331.50
0149286	Leslie Friedman	331.50
0149289	Rene Frutos	331.50
0149296	Sherry Glassford	331.50
0149301	David Gray	331.50
0149303	Raymond Grimes	331.50
0149306	Kathleen Hancock	331.50
0149309	Connie Haw	331.50
0149323	William Hyde	331.50
0149324	Sylvia Impert	331.50
0149331	Sharon Jones	331.50
0149332	Amy Karasuda	331.50
0149334	Nancy Kidder	331.50
0149339	Robert Kurz	331.50
0149340	Sally Kurz	331.50
0149346	Brian Lewis	331.50
0149357	John Mac Donald	331.50
0149358	Lorna Mack	331.50
0149362	Douglas Mason	331.50
0149363	Lillian Matthews	331.50

0149375	Roger Megorden	331.50
0149378	Joan Mondragon	331.50
0149395	Martin Newitz	331.50
0149402	Jeanette Onishi	331.50
0149405	Kenneth Ortiz	331.50
0149414	Hildigard Peconic	331.50
0149416	Chuong Pham	331.50
0149417	Lan Pham	331.50
0149418	Martha Pham	331.50
0149435	Richard Rowe	331.50
0149446	Cheryl Shrock	331.50
0149449	Bertine Slosberg	331.50
0149450	Kenneth Slosberg	331.50
0149451	Carmen Smith	331.50
0149453	Douglas Smith	331.50
0149454	Robert Smith	331.50
0149457	Thomas Snyder	331.50
0149461	Wayne Steck	331.50
0149469	Joseph Surgenor	331.50
0149477	Frank Visco	331.50
0149497	Douglas Winey	331.50
0149506	Bob Wright	331.50
0149507	Donna Wright	331.50
0149550	Glenn Harwood	329.40
0149633	Camel Financial Inc	328.25
0149569	Martha Parham	325.95
0149068	Academic Senate	325.00
0150197	Verizon California	322.88
0150174	Jennifer Savage	316.20
0149102	CCCCIO	315.00
0149786	Pacific Blue Micro	309.50
0149646	Evan's Gunsmith Shooters World Inc	302.50
0150083	Dell Higher Education	301.74
0149095	CAPED	300.00
0149673	Clyde Phillips	300.00
0149899	NCBAA	300.00
0149965	CCC Chief Student Services Admin Assn (CCCCS	300.00
0149562	OC Treasurer-Tax Collector	299.02
0149785	Orange Coast Auto Repair	297.13
0149634	CCCSFAAA	295.00
0149635	CCCSFAAA	295.00
0149867	CCCSFAAA	295.00
0149868	CCCSFAAA	295.00

0149887	Iron Mountain Records Mgmt	294.31
0150108	Intuit Inc	293.52
0149961	Cal-Olympic Safety	292.48
0149989	Magna Publications Inc	290.00
0149198	Perry Ader	289.20
0149199	Dennis Alsted	289.20
0149201	Domenick Anadio	289.20
0149202	Jack Anderson	289.20
0149204	David Anthony	289.20
0149205	Dean Anthony	289.20
0149206	Joann Anthony	289.20
0149207	Mary Arnerich	289.20
0149208	Stephen Axelrad	289.20
0149213	Gail Berggren	289.20
0149214	Ronald Berggren	289.20
0149216	Dean Bosse	289.20
0149221	Kristina Bruning	289.20
0149222	Theresa Buckley	289.20
0149223	Dennis Butler	289.20
0149224	Jay Callaway	289.20
0149225	Patricia Callaway	289.20
0149226	Darline Calvert	289.20
0149228	Elvin Campbell	289.20
0149229	Patricia Candelaria	289.20
0149232	Minette Carter	289.20
0149233	Bruce Cary	289.20
0149234	Rosalia Caviezel	289.20
0149235	Kevin Chard	289.20
0149237	James Church	289.20
0149240	Thomas Clark	289.20
0149242	Mona Coates	289.20
0149244	Susan Coleman	289.20
0149247	Phyllis Cool	289.20
0149248	Michael Cox	289.20
0149249	Kathryn Crown	289.20
0149250	Lois Dalla Riva	289.20
0149251	Nadine Davis	289.20
0149252	Karen Decker	289.20
0149253	Sanford Decker	289.20
0149256	Carolyn Dennison	289.20
0149257	Bob Denton	289.20
0149258	Susanna Denton	289.20
0149261	Barbara Dilworth	289.20
0149263	Daniel Dodt	289.20

0149264	Sandra Dollente	289.20
0149266	Michael Donoff	289.20
0149267	Sharon Donoff	289.20
0149268	Suszanne Droney	289.20
0149269	Joan Duffy	289.20
0149271	Stuart Eastman	289.20
0149272	Arlene Eckstein	289.20
0149273	Fred Eckstein	289.20
0149275	Ann Egan	289.20
0149276	Robert Egan	289.20
0149278	Donna Falke	289.20
0149279	James Farley	289.20
0149280	Robert Ferman	289.20
0149281	Sharon Folga	289.20
0149282	Thomas Folga	289.20
0149283	Edward Fratantaro	289.20
0149285	Donald Friedman	289.20
0149287	Annette Fruehan	289.20
0149288	Joel Fruehan	289.20
0149290	Charles Funsch	289.20
0149291	Sandra Funsch	289.20
0149292	Carol Garner	289.20
0149293	Arne Gjertsen	289.20
0149294	Karen Gjertsen	289.20
0149295	Guy Glassford	289.20
0149297	Maureen Goldman	289.20
0149298	Michael Goldman	289.20
0149299	David Goshert	289.20
0149300	Judith Goshert	289.20
0149302	Frances Grigsby	289.20
0149304	Donald Grow	289.20
0149305	Linnea Guccione	289.20
0149307	Robert Hancock	289.20
0149308	Ann Harmer	289.20
0149311	Stephanie Hayward	289.20
0149312	Julie Hearlson	289.20
0149314	Linda Hehn	289.20
0149315	Jane Hilgendorf	289.20
0149316	Truyen Ho	289.20
0149317	Lou Hobbs	289.20
0149318	Denise Hogate	289.20
0149319	Arthur Hokanson	289.20
0149320	Judy Hokanson	289.20
0149321	Carol Holben	289.20

0149322	Beth Hooper	289.20
0149325	Raymond Irvine	289.20
0149326	Hedy Ito	289.20
0149327	Francis Jessoe	289.20
0149328	Robert Johnson	289.20
0149329	Angelina Jones	289.20
0149333	Babette Kelly	289.20
0149335	Gloria Kinnevey	289.20
0149336	Karen Klammer	289.20
0149337	David Koenig	289.20
0149341	Edward Lambing	289.20
0149342	Nancy Lambing	289.20
0149343	Margaret Langhans	289.20
0149344	Lawrence Le Brane	289.20
0149345	June Leloup	289.20
0149347	Martin Lewis	289.20
0149348	Ralph Lewis Jr.	289.20
0149349	Yvonne Little	289.20
0149350	Kevin Long	289.20
0149351	Nettie Ann Loranger	289.20
0149352	Sally Lund	289.20
0149353	Charles Lussy	289.20
0149354	Mary Lussy	289.20
0149355	Richard Lutz	289.20
0149356	Sandra Lutz	289.20
0149359	George Maine	289.20
0149360	Dick Marsh	289.20
0149364	Tara Maull	289.20
0149365	Michael Mayberry	289.20
0149366	James Mazur	289.20
0149367	Linda Mazur	289.20
0149369	Maryann Mc Manus	289.20
0149370	Richard McCollom	289.20
0149373	Diane Mefford	289.20
0149374	Jane Megorden	289.20
0149376	Phillip Miller	289.20
0149377	Charles Mitchell	289.20
0149379	Frank Montero	289.20
0149380	Isabel Montero	289.20
0149381	Cecelia Morris	289.20
0149384	Elaine Mullen-Barrett	289.20
0149385	David Munoz	289.20
0149386	Rolland Murray	289.20
0149387	Sharon Murray	289.20

0149388	Julie Myers	289.20
0149389	Mary Nash	289.20
0149390	Judith Neal	289.20
0149391	Charlanne Nee	289.20
0149392	Paul Nee	289.20
0149393	Barbara Newbern	289.20
0149394	Harold Newbern	289.20
0149396	Polly Norwood	289.20
0149397	Donna O'Neal	289.20
0149398	Connie Olson	289.20
0149399	Judith Olson	289.20
0149401	Donald Onishi	289.20
0149404	Michael Ortell	289.20
0149406	Harriet Ouellette	289.20
0149407	John Outwater	289.20
0149408	Alan Paladino	289.20
0149409	John Parker	289.20
0149410	Lucille Pascoe	289.20
0149411	Tony Pascoe	289.20
0149412	Willard Patterson	289.20
0149413	Jill Pearson	289.20
0149415	Jack Peconic	289.20
0149419	Chester Platt	289.20
0149420	Frances Power	289.20
0149421	Richard Power	289.20
0149422	Marino Presutti	289.20
0149423	Rita Presutti	289.20
0149424	Leslie Purdy	289.20
0149427	Guenter Rehm	289.20
0149428	Paula Rice	289.20
0149429	Robert Ricewasser	289.20
0149430	Edith Rietstra	289.20
0149431	Carl Roberson	289.20
0149433	Ronald Ross	289.20
0149434	Willard Roundy	289.20
0149436	Donald Rueter	289.20
0149438	Armando Ruiz	289.20
0149440	Robert Sands	289.20
0149441	Patricia Scarfone	289.20
0149442	John Schaefer	289.20
0149443	Robert Seebold	289.20
0149444	Karen Shanley	289.20
0149445	Michael Shanley	289.20
0149447	Katherine Simon	289.20

0149448	Richard Simon	289.20
0149452	Charles Smith	289.20
0149455	Sandra Smith	289.20
0149456	Mary Snedeker	289.20
0149459	Michael Springer	289.20
0149460	Marlene Steck	289.20
0149462	Roy Stephens	289.20
0149463	Carol Stevens	289.20
0149464	Mark Stevens	289.20
0149465	Henry Stumpf	289.20
0149466	Megan Stumpf	289.20
0149467	Sandra Sukhov	289.20
0149468	Vladimir Sukhov	289.20
0149470	Theresa Tarlos	289.20
0149471	H Taussig	289.20
0149472	Dagny Tennyson	289.20
0149473	Thomas Timmons	289.20
0149474	Janet Tolson	289.20
0149475	Ann Tyree	289.20
0149476	Peter Vander Haeghen	289.20
0149480	Barry Wallace	289.20
0149481	Jolene Wallace	289.20
0149484	Kathleen Waterman	289.20
0149485	Norman Waterman	289.20
0149486	Judith Webb	289.20
0149487	Deven Werthman	289.20
0149488	Lynn Whitmore	289.20
0149489	Ilse Wilke	289.20
0149490	W.L.A. Wilke	289.20
0149491	Donna Williams	289.20
0149492	Lawrence Williams	289.20
0149493	Louis Willis	289.20
0149495	Norma Willis	289.20
0149496	Darlene Windisch	289.20
0149499	Joyce Wofford	289.20
0149500	Judith Wolfe	289.20
0149501	Sharon Wolfe	289.20
0149502	Wayne Wolfe	289.20
0149503	Eimei Wong	289.20
0149504	Eugene Wood	289.20
0149505	William Workman	289.20
0149508	Betty Yang	289.20
0149509	Kathleen Yoder	289.20
0149510	Robert Yoder	289.20

0150014	Scantron Corp	286.73
0149073	ACBO	285.00
0149160	Safety 1st Pest Control Inc	283.50
0150013	Safety 1st Pest Control Inc	283.50
0150132	Iliana Marin	281.40
0149690	Tremco Inc	280.31
0149133	JW Pepper & Son Inc	279.86
0149791	Professional Indexes & Files	277.31
0149674	Physician Sales & Service Inc	275.45
0149695	Verizon Wireless	273.37
0149948	Andtech Corporation	269.79
0149628	AT & T	268.26
0150052	Nabil Abu-Ghazaleh	267.96
0149515	Alan's Lawnmower & Garden Ctr Inc	262.08
0150199	Waxie Sanitary Supply	261.83
0150117	William Kerwin	261.40
0150176	Shirtsupplier.com	259.02
0150008	Prince Enterprises Inc	258.51
0149767	Henry Schein Inc	257.65
0149977	Follett Higher Education Group Inc #1094	256.84
0150104	Anthony Iacopetti	250.00
0150105	Anthony Iacopetti	250.00
0149900	OC Wholesale Flowers	249.04
0149957	BJ Bindery Inc	249.04
0149916	Spectrum Chemicals & Laboratory Products Inc	245.75
0149895	Marinus Scientific	245.02
0149561	OC Treasurer-Tax Collector	244.00
0149778	Medical Processor Services	240.00
0149125	Karen Harelson	236.00
0149945	Alan's Lawnmower & Garden Ctr Inc	234.01
0149087	AT & T	232.83
0149746	Cal-Olympic Safety	232.80
0149555	JK Electronics Distributors Inc	229.33
0149699	Smart & Final Stores LLC	228.80
0149563	OC Wholesale Flowers	228.10
0149761	ECS Refining	227.70
0149069	Academic Senate	225.00
0149494	Margie Willis	221.00
0150033	Dept of Social Services	220.00
0149688	The Irvine Co LLC	217.50
0149672	Pharmedix	217.48
0150112	Eli Jaramillo	216.38
0150103	Home Depot	215.72
0149648	FRS Environmental	214.50

0149532	Coastal Press Inc	212.06
0149694	Verizon Wireless	209.27
0149890	Kelly Paper	205.59
0149889	Island Florals	205.43
0149175	Travel Store Inc	205.40
0149176	Travel Store Inc	205.40
0149093	Calif Tool Welding Supply	202.21
0149658	Macalester College	200.00
0150121	Lakeshore Learning Materials	200.00
0149871	Cleverbridge Inc	199.99
0149986	Kelly Paper	199.01
0149514	Accurate Termite & Pest Control	199.00
0150136	Medical Arts Press	197.74
0149882	Grainger	195.13
0149159	Safety & Fire Equipment Co Inc	195.00
0149136	Janelle Leighton	194.51
0149254	Dale Deffner	192.80
0149255	Karen Deffner	192.80
0149425	George Reese	192.80
0149426	Judith Reese	192.80
0149892	Lynde-Ordway Co	192.49
0149067	Academic Senate	190.00
0149070	Academic Senate	190.00
0149818	Waxie Sanitary Supply	188.41
0149683	Smart & Final Stores LLC	186.99
0149623	Air Filter Depot	185.48
0150161	Postmaster	185.00
0149874	Demco Inc	183.84
0150071	Calif Tool Welding Supply	183.02
0150145	Melinda Nish	180.54
0150188	Thomson West	179.15
0149108	Consolidated Electrical Distributors	177.48
0149545	Frances Nguyen	175.00
0149604	Yale Chase Equipment & Services Inc	175.00
0149955	Battery Systems Inc	172.17
0150000	OC Treasurer-Tax Collector	166.62
0149762	Federal Express Corp	165.56
0149091	Builders Security Locks & Services Inc	165.03
0149079	Cristina Arellano	163.00
0149106	Coastal Carbonic	162.67
0149172	Karen Thayer	160.89
0150109	Iron Mountain Records Mgmt	160.66
0149771	Iron Mountain Records Mgmt	160.48
0150123	Adam Lee	160.00

0150124	Adam Lee	160.00
0149920	Suburban Water Systems	157.09
0149180	Verizon California	155.89
0149577	Cynthia Reber-Bonhall	154.14
0149676	Premier Office Services Co	153.71
0149576	Qosmedix	153.70
0149928	Xerox Corp	153.26
0149140	McLogan's Supply Co Inc	152.32
0150175	Shinoda Design Center Inc	152.02
0149522	Bee Busters Inc	150.00
0149534	Council of Chief Librarians	150.00
0150086	Empire Tape/Richard the Thread	148.58
0150080	Constructive Playthings	147.24
0149773	JK Electronics Distributors Inc	146.42
0149104	Cintas First Aid & Safety	146.02
0149802	Smart & Final Stores LLC	145.91
0150094	Daniel Gorman	144.00
0150131	Earnest Marchbank	144.00
0149150	Orange Coast Auto Repair	142.50
0150098	Haz Party Rentals	140.60
0150091	Julian Gonzalez	138.00
0150149	OCC Sailing Center	138.00
0149582	Shinoda Design Center Inc	137.85
0149277	Estate of Linda Kay Keith	136.26
0149679	Cheryl Rojas	135.00
0149777	Mandic Motors	135.00
0149819	World Point	132.95
0150027	Verizon California	131.66
0149944	Airgas West Inc	129.23
0149530	Thomas Chambers	128.65
0149974	Dish Network Chicago	128.43
0150141	Newport Exterminating	127.50
0149990	McMaster-Carr	127.43
0150093	Daniel Gorman	125.00
0149740	Airgas West Inc	124.64
0150178	Kevin Smith	124.52
0150004	Office Depot	124.23
0149653	Henry Schein Inc	123.12
0149127	Henry Schein Inc	123.00
0149554	James Publishing Inc	121.57
0150113	JJ Keller & Associates Inc	118.71
0150153	Babak Ostovarpour	118.00
0149763	Galls Inc	114.12
0149090	Lisa Becker	114.00

0149120	Claudia Goodwin	114.00
0149186	Frank Woodard	114.00
0149588	The Gas Co	112.67
0149745	Zhenghong Broyles	110.00
0149757	Crown Ace Hardware	109.66
0149599	Wards Natural Science	108.26
0149085	AT & T	107.66
0149134	Kelly Paper	106.96
0149919	Staples Advantage	106.08
0149075	Airgas West Inc	105.43
0149163	Smardan Supply Co-Orange Coast	105.13
0149970	Consolidated Electrical Distributors	103.86
0149788	Pep Boys	102.88
0150095	GWC Petty Cash	100.72
0149511	AA Equipment	100.69
0149942	Aardvark Clay Supply	100.59
0150018	Stater Bros Markets	100.00
0150189	Times Community News	100.00
0149109	Crown Ace Hardware	99.83
0149560	Nextel Communications	99.00
0149755	Computerland of Silicon Valley	98.00
0150102	Deborah Hirsh	97.50
0149693	Verizon California	97.14
0149781	NCS Pearson Inc	96.79
0150025	USA Mobility Wireless Inc	96.51
0149265	Paul Donaldson	96.40
0149432	Joel Rosenfeld	96.40
0149439	Susan Ryder	96.40
0149498	Stanley Winter	96.40
0150173	Jorge Sanchez	95.00
0149975	Eberhard Equipment Inc	94.92
0149947	Amer Council on Education	94.44
0149162	Sign Concepts	93.00
0149783	OCE'	92.62
0149905	Picnics Fine Foods	92.36
0149686	Stater Bros Markets	91.76
0149886	Hub Auto Supply	91.60
0149769	Honors Transfer Council of Ca	90.00
0150169	Amy Rangel	90.00
0150096	Raine Hambly	89.50
0150191	Chau Tran	88.00
0149595	US Bank	85.85
0149512	Aardvark Clay Supply	85.60
0149071	ACBO	85.00

0149072	ACBO	85.00
0149649	Fry's Electronics	81.53
0149586	Staples Advantage	81.32
0149747	Caston Office Solutions	81.02
0149117	Fry's Electronics	80.82
0149156	Prudential Overall Supply Co	80.63
0149792	Prudential Overall Supply Co	80.63
0149880	Ganahl Lumber Co	80.43
0149161	Siemens Water Technologies Corp	77.92
0150152	Charles Oostdyk	77.34
0149579	Linda Rhines	77.10
0149178	USA Mobility Wireless Inc	75.41
0150026	USA Mobility Wireless Inc	75.41
0149812	Verizon California	75.34
0149644	Contra Costa College Foundation	75.00
0149684	So Cal Intersegmental Articulation Council	75.00
0150168	Richard Ramos	75.00
0150179	So Cal Intersegmental Articulation Council	75.00
0149516	Christina Amaral	74.41
0149800	Siemens Water Technologies Corp	74.06
0150185	TALX Corp	73.80
0149146	OCC Food Services	72.80
0149652	Deborah Goldstick	72.00
0149817	Jocelyn Wang	71.74
0149678	Rhino Electric Supply	71.16
0149078	Aramark Uniform Services	70.93
0149525	Carolina Biological Supply	69.65
0149591	Triarch Inc	69.28
0149121	Grainger	68.04
0149624	Aramark Uniform Services	67.45
0149847	Aramark Uniform Services	67.45
0150056	Aramark Uniform Services	67.45
0149793	Rhino Electric Supply	66.29
0149992	Nat'l Construction Rentals Inc	65.25
0149567	Orkin Commercial Services	65.00
0149876	FishMax.Com LLC	65.00
0149925	Turf Star Inc	64.77
0149950	AT & T	64.31
0149774	Kelly Paper	61.17
0149105	City 0f Newport Beach	60.87
0150057	Cristina Arellano	60.00
0150158	Sheena Phan	60.00
0150202	Tina Xa	60.00
0149775	Isabelle Krasney	59.84

0150120	Jennifer Labounty	59.42
0150192	Julie Tran	59.42
0149946	Alliance Payphone Inc	59.00
0150177	Smardan Supply Co-Orange Coast	57.49
0149583	Sigma-Aldrich Inc	57.17
0150198	Lynn Walker	57.00
0149671	Diep Pham	56.00
0149086	AT & T	55.88
0149110	Dakota Backflow Co	55.00
0149621	ACSI	54.85
0149080	Art Supply Warehouse	53.16
0149741	Alan's Lawnmower & Garden Ctr Inc	52.48
0149991	Micro Center	52.18
0149883	Lorraine Henry	51.35
0149171	TALX Corp	50.20
0149861	CCCEOPSA	50.00
0149862	CCCEOPSA	50.00
0149863	CCCEOPSA	50.00
0149864	CCCEOPSA	50.00
0149865	CCCEOPSA	50.00
0149866	CCCEOPSA	50.00
0149912	Smog & Gas of Costa Mesa	50.00
0150143	Christina Nguyen	50.00
0150157	Hue Pham	50.00
0149911	Shinoda Design Center Inc	48.61
0150067	Pete Bouzar	48.44
0150065	Baker & Taylor	48.23
0149627	AT & T	48.10
0149135	LA Grinding Co	48.00
0149138	Ralph Macchia	48.00
0149158	Rhino Electric Supply	47.65
0150209	Reliastar Life Insurance Co	47.33
0149115	Federal Express Corp	46.75
0150019	Amy Thach	46.00
0149131	Jazz-Z Beauty Products Inc	41.63
0149174	Time Warner Cable	41.32
0149681	Seal's Compressed Gases	40.50
0149597	Wards Natural Science	39.95
0149875	Federal Express Corp	38.78
0150159	Pitney Bowes Presort Services Inc	38.75
0149660	Kristin Martinez	37.63
0149625	AT & T	36.37
0149626	AT & T	36.37
0150011	Rhino Electric Supply	36.33

0150196	Verizon California	36.32
0149983	Hub Auto Supply	36.08
0149128	Hitt Marking Devices Inc	35.75
0149605	Stater Bros Markets	33.46
0150195	USA Mobility Wireless Inc	33.44
0149801	Smardan Supply Co-Orange Coast	33.37
0149810	Time Warner Cable	32.29
0149598	Wards Natural Science	32.09
0149566	Orange Coast Magazine	32.00
0150029	Bridget Vu	31.73
0149918	Springdale Ace Hardware	31.57
0149479	Vision Service Plan	31.45
0150058	Art Supply Warehouse	31.34
0149082	AT & T	30.74
0150030	Wards Natural Science	30.57
0150063	Cheryl Babler	30.00
0150028	Verizon California	29.94
0150006	Hai Pham	29.50
0149907	Prudential Overall Supply Co	29.07
0149536	Crown Ace Hardware	27.13
0149700	Stater Bros Markets	25.85
0150127	Lynde-Ordway Co	25.75
0150184	Dejah Swingle	25.41
0149542	Federal Express Corp	24.98
0149913	SoCal Office Technologies Inc	24.31
0149089	Mary Avalos	24.00
0150015	Smardan Supply Co-Orange Coast	23.73
0149081	AT & T	23.20
0149891	Konica Minolta Business Solutions Inc	21.00
0149797	Seal's Compressed Gases	20.25
0149896	Mesa Consolidated Water Dist	19.26
0149574	Prudential Overall Supply Co	19.11
0150165	Prudential Overall Supply Co	19.11
0150167	Prudential Overall Supply Co	19.11
0149155	Prudential Overall Supply Co	19.10
0149915	Southern Calif Edison Co	19.00
0149575	Prudential Overall Supply Co	18.62
0150164	Prudential Overall Supply Co	18.62
0150166	Prudential Overall Supply Co	18.62
0150134	Kristin Martinez	18.40
0150092	Shanon Gonzalez	17.50
0149154	Prudential Overall Supply Co	16.28
0149573	Prudential Overall Supply Co	16.28
0149906	Prudential Overall Supply Co	16.28

0150020	The Gas Co	14.87
0149985	JW Pepper & Son Inc	14.08
0149951	AT & T	13.23
0150182	State Board of Equalization	12.85
0149592	Turf Star Inc	11.26
0149084	AT & T	11.06
0149629	AT & T	10.90
0149677	Regional Testing Center	10.00
0150097	Raine Hambly	10.00
0149153	PL Hawn Co Inc	8.65
0149853	Business Office Solutions	8.18
0150064	David Baird	8.00
0150088	Hilda Friend	8.00
0150100	Tracy Heffelman	8.00
0150130	Earnest Marchbank	8.00
0150172	Michelle Sambrano	8.00
0150190	Angelyn Tran	8.00
0150060	Oluwaseyi Awoleye	6.00
0150079	Louise Comer	6.00
0150156	Brenda Perdue	6.00
0149643	Constellation NewEnergy Inc	4.39
0149600	Waxie Sanitary Supply	3.18
0149147	Oce' Imagistics Inc	1.81
0149848	AT & T	1.64
0149685	Special Pay Retirement Plan	0.10
	Total	**$ 12,092,113.00**

23. Check List for General Obligation Bond Fund

Subject	**23.01 DIS - General Obligation Bond Fund**
Meeting	Dec 8, 2010 - Regular Meeting
Category	23. Check List for General Obligation Bond Fund
Access	Public
Type	Consent

File Attachments

CheckApprovalBond..pdf (61 KB)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0149612	LPA Inc Learning Center/ CCC Newport Beach	347,656.80	420894
0149821	Alpha Mechanical Heating & Air Conditioning OCC Bldg CHS & Lab Sciences Bid 1965	195,343.00	420207
0149727	T & Y Construction GWC Learning Resource Ctr Ph 1	186,182.38	420356
0149834	ISEC OCC Bldg CHS & Lab Sciences Bid 1965	184,726.00	420207
0149717	Liberty Climate Control OCC Student Center Bid 1975	184,454.00	420249
0149729	Vector Resources Inc GWC Learning Resource Ctr Ph 1	153,588.24	420356
0149716	Landmark Site Contractors GWC Learning Resource Ctr Ph 1 Bid 1963	151,349.85	420356
0149720	Mobile Modular Management Corp OCC Temp Modular Buildings	149,819.01	420297
0150042	CW Driver Learning Center/ CCC Newport Beach	147,372.20	420894
0149823	Bergelectric Corp OCC Bldg CHS & Lab Sciences Bid 1965	133,879.00	420207
0149606	A-1 Fire Protection Inc OCC Student Center Bid 1975	106,659.00	420249
0149611	Judge Netting Inc OCC Upgrade Softball Field Bid 1979	105,570.00	420233
0149840	RVH Constructors Inc OCC Bldg CHS & Lab Sciences Bid 1965	105,480.00	420207
0149703	CW Driver OCC Bldg CHS & Lab Sciences Bid 1965	88,492.00	420207
0149826	Continental Plumbing Inc OCC Student Center Bid 1975	73,566.00	420249
0149724	Sierra Lathing Co Inc OCC Student Center Bid 1975	59,677.00	420249
0149705	Dennison Electric Inc OCC Student Center Bid 1975	58,030.00	420249
0149836	Landmark Site Contractors GWC Learning Resource Ctr Ph 1	54,919.80	420356
0149723	Plumbing Piping & Construction Inc GWC Learning Resource Ctr Ph 1	51,792.48	420356
0150043	LPA Inc Learning Center/ CCC Newport Beach	50,947.60	420894
0149189	Digital Networks Group Inc OCC upgrd Info Tech Ph 1	47,991.87	420236
0149188	CW Driver	40,441.40	420249

	OCC Student Center		
0149830	Elljay Acoustics Inc	39,463.00	420207
	OCC Bldg CHS & Lab Sciences Bid 1965		
0149839	Richard & Richard Construction Co Inc	39,275.00	420207
	OCC Bldg CHS & Lab Sciences Bid 1965		
0149609	Cuyamaca Const Inc	31,680.00	420249
	OCC Student Center Bid 1975		
0150045	MVE Institutional Inc	30,920.30	420201
	OCC Upgrd Auditorium Music Complex		
0149192	MVE Institutional Inc	30,612.31	420201
	OCC Upgrd Auditorium Music Complex		
0149831	Industrial Masonry Inc	30,587.00	420207
	OCC Bldg CHS & Lab Sciences Bid 1965		
0149722	Native Electrical Construction Inc	24,700.27	420207
0149833	Interpipe Contracting Inc	24,001.00	420207
0149822	Alpha Mechanical Heating & Air Conditioning	21,705.00	420207
0149835	ISEC	20,525.00	420207
0149832	Industry Coatings	19,928.00	420207
0149829	EDGE Development Inc	19,841.00	420249
0149718	Marina Landscape Inc	19,599.30	420356
0149713	JB McGalliard & Sons Inc	18,648.00	420249
0149709	GCI Construction Inc	18,004.00	420249
0149838	Mitsubishi Electric & Electronics USA Inc	17,174.00	420207
0149843	T & D Communications Inc	15,939.17	420356
0149616	UCMI Inc	15,280.00	420249
0149615	TYR Inc	15,148.00	420356
0149714	Kamran & Co Inc	14,400.00	420249
0149726	So Cal Fire Protection Inc	12,587.40	420356
0149710	HPS Mechanical Inc	12,259.00	420249
0149931	Judge Netting Inc	11,730.00	420233
0149701	Bergelectric Corp	10,943.00	420249
0149194	Sasco	10,154.00	420249
0149704	Dell Higher Education	9,614.64	420292
0149195	So Cal Soil & Testing Inc	9,106.50	420207
0150047	So Cal Soil & Testing Inc	8,344.25	420207
0149702	Continental Plumbing Inc	8,174.00	420249
0149707	EDGE Development Inc	8,072.00	420249
0149828	DMA Greencare Contracting Inc	7,743.00	420207
0149824	Brian DeVries Construction Inc	6,648.00	420207
0149725	Sierra Lathing Co Inc	6,631.00	420249
0150046	Snowden Electric Co Inc	6,480.00	420894
0149706	Dennison Electric Inc	6,447.00	420249
0149933	Saddleback Materials Co Inc	6,032.34	420249
0149608	Construction Testing & Engineering Inc	5,410.00	420249

0149827	Cosco Fire Protection Inc	5,387.00	420207
0149721	MTGL Inc	4,604.70	420356
0149930	Elmco Duddy	3,682.28	420292
0149841	So Cal Soil & Testing Inc	3,558.00	420207
0149712	J Colavin & Son Inc	2,516.00	420249
0149607	Andtech Corporation	2,469.25	420299
0149719	Marina Landscape Inc	2,177.70	420356
0149613	Mobile Modular Management Corp	1,696.50	420297
0149728	US Demolition Inc	1,617.00	420249
0149715	Kamran & Co Inc	1,600.00	420249
0150203	So Cal Soil & Testing Inc	1,488.00	420207
0149711	HPS Mechanical Inc	1,362.60	420249
0150044	Michael Brandman Assoc	1,080.00	420894
0149614	Pacific Blue Micro	1,012.77	420249
0149193	Saddleback Materials Co Inc	1,005.39	420249
0149610	Geosyntec Consultants	910.01	420894
0149708	EDGE Development Inc	897.00	420249
0149837	Main Electric Supply Co	877.65	420249
0149825	Brian DeVries Construction Inc	738.00	420207
0149196	TBP Architecture Inc	591.03	420233
0149190	Division of State Architect	500.00	420318
0149932	RBF Consulting	473.53	420894
0150036	C2 Reprographics	294.97	420207
0149842	State Board of Equalization	293.00	420249
0150038	C2 Reprographics	167.39	420207
0150040	C2 Reprographics	84.72	420207
0150039	C2 Reprographics	81.45	420207
0150037	C2 Reprographics	40.17	420207
0150034	C2 Reprographics	36.87	420207
0150035	C2 Reprographics	36.87	420233
0150041	C2 Reprographics	36.87	420207
	Total	**$ 3,900,977.17**	

24. Authorization for Special Payments

Subject	**24.01 OCC - Special Payments**
Meeting	Dec 8, 2010 - Regular Meeting
Category	24. Authorization for Special Payments
Access	Public
Type	Consent

Payment of $1,000 for the 2010-2011 annual fee for Medical Assisting Education Review Board (MAERB), Chicago, IL. This is required for the accreditation of the Medical Assisting program.

Payment of $1,200 for the 2010-2011 annual institutional fee for Joint Review Committee on Education in Diagnostic Medical Sonography, Ellicott City, MD. This is required for the accreditation of the Diagnostic Medical Technology program.

Payment of $600 for the 2010-2011 annual institutional fee for Joint Review Committee on Education in Diagnostic Medical Sonography, Ellicott City, MD. This is required for the accreditation of the Diagnostic Medical Technology program.

ACTION ITEMS

(Green Pages)

The following action items require individual motions and votes before these items can be implemented. Board actions which would have the effect of emending current District policies will be specifically noted. Current policies affected will be referenced.

25. Approval of Agreements

Subject	**25.01 CCC - Approve Agreement between the County of Orange and the Coast Community College District to Operate a Special Project under Workforce Investment Act (WIA) Rapid Response for Business Assistance Services.**
Meeting	Dec 8, 2010 - Regular Meeting
Category	25. Approval of Agreements
Access	Public
Type	Action

Approve Agreement between the County of Orange and the Coast Community College District to Operate a Special Project under Workforce Investment Act (WIA) Rapid Response for Business Assistance Services.

1. Background: This is a special project that assisted businesses and was funded with American Recovery and Reinvestment Act of 2009 (ARRA) dollars from January through June, 2010. It is now being re-funded through WIA Rapid Response funds.

2. Goal/Purpose: To provide comprehensive and advanced assistance to small businesses in Orange County to improve productivity and efficiency to sustain and grow their businesses.

3. Comments (if any):

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the County of Orange and the Coast Community College District to operate a special project under Workforce Investment Act (WIA) Rapid Response for business assistance services. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 9)

5. Fiscal Review and Impact: Gross Income of $60,500

File Attachments

Rapid Response.pdf (661 KB)

Subject	**25.02 DIS - Approval of Employment Agreement, Interim Director of Accessibility Center for Education (ACE), GWC**
Meeting	Dec 8, 2010 - Regular Meeting
Category	25. Approval of Agreements
Access	Public
Type	Action

Approval of Employment Agreement, Interim Director of Accessibility Center for Education (ACE), GWC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve a new employment agreement with JoAnn Busenbark, GWC, Interim Director of Accessibility Center for Education (ACE), effective December 20, 2010 through January 21, 2011. Compensation to be $6,619.58 per month based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 4)

File Attachments

Agreement Busenbark - 12-8-10 Board Item.pdf (47 KB)

Subject	**25.03 DIS - Approval of Employment Agreement, Interim Vice President Administrative Services, CCC**
Meeting	Dec 8, 2010 - Regular Meeting
Category	25. Approval of Agreements
Access	Public
Type	Action

Approval of Employment Agreement, Interim Vice President, Administrative Services, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Christine Nguyen, CCC, to serve as Interim Vice President, Administrative Services, effective December 9, 2010 through June 9, 2011. Compensation to be $10,005.08 per month based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment # 5)

File Attachments

Agreement Nguyen - 12-8-10 Board Item.pdf (53 KB)

26. General Items of Business

Subject	**26.01 DIS - Authorization for Coast Community College District to enter into a Master Services Agreement with CollegeNET, Inc., a Delaware corporation, to provide Resource/Schedule 25 and 25 Live room scheduling software license, hosting, implementation and training services .**
Meeting	Dec 8, 2010 - Regular Meeting
Category	26. General Items of Business
Access	Public
Type	Action

Authorization for Coast Community College District to enter into a Master Services Agreement with CollegeNET, Inc., a Delaware corporation, to provide Resource/Schedule 25 and 25 Live room scheduling software license, hosting, implementation and training services.

1. Background: Project Voyager launched on September 21, 2005 when the Board of Trustees approved the purchase of SunGard Higher Education's (SGHE's) Banner and Luminis software. The Instruction, Catalog, and Schedule Team of the ERP Software Selection Committee reviewed two scheduling software programs that include interfaces to Banner Student: Ad Astra and CollegeNET's Resource/Schedule 25. The Instruction, Catalog and Schedule Team recommended Resource/Schedule 25 as the scheduling solution for Coast Community College District and the Board approved the purchase of Resource/Schedule 25 on December 14, 2005.

The Banner Student, Student Self-Service and Luminis modules went live for the Spring 2008 term.

CollegeNET now offers a hosted version of its Resource/Schedule 25 called 25 Live. The Voyager Continuous Improvement Team and Presidents' Council support the implementation of 25 Live, hosted by CollegeNET.

2. Goal/Purpose:
As an integral part of the Voyager Continuous Improvement process:
Improve staff efficiency and organization of scheduling all campus facilities.
Improve the process of scheduling campus events.
Integrate instructional and non-instructional use of facilities in one application.
Produce a campus events calendar.
Reduce Total Cost of Ownership (TCO) by eliminating the need to buy, maintain and replace servers for Resource/Schedule 25. Utilize CollegeNET's hosting services to maintain and upgrade Resource/Schedule 25 and 25 Live software.

3. Comments (if any):

4. Recommendation Statement: After review by District General Counsel, Voyager Continuous Improvement Team, Administrative Director of District Information Services, Vice Chancellor of Educational Services and Technology, it is recommended by the Chancellor that the Board approve the Master Services Agreement between CollegeNET and Coast Community College District. The Master Services Agreement outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Master Services Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 7)

5. Fiscal Review and Impact: $101,995 from general funds:

Description	One Time / Ongoing	Amount
25 Live Software License	One-time	$25,000
Installation Services	One-time	$25,000

User configuration, data preparation, and end user training, and Business Process consulting services. Onsite and in Portland, Oregon.	One-time	$45,000
Quarterly hosting and software upgrades	Ongoing	$6,995
TOTAL		**$101,995**

File Attachments

Coast Community College District_MSA_8-Nov-2010.doc (94 KB)

Subject	**26.02 DIS - Bid Tabulations and Award of Ultrasound Systems for the Orange Coast College (ABC Building); Bid No. 1990**
Meeting	Dec 8, 2010 - Regular Meeting
Category	26. General Items of Business
Access	Public
Type	Action

Bid Tabulations and Award of Ultrasound Systems for the Orange Coast College (ABC Building); Bid No.1990

1. Background:

The new Orange Coast College Science Facilities Consumer Health and Lab Science Buildings state of the art and specialty instructional equipment was specifically omitted from the original Consumer Health and Lab Science Building (ABC Building) construction bid to ensure that the best available technology would be provided prior to occupancy of the new facility.

2. Goal/Purpose:

To provide the new and updated instructional lab equipment to the newly constructed OCC ABC Building.

3. Comments:

Lot #1 specified a quantity of four (4) Multi Platform systems, however, due to budgetary constraints; only two (2) units, including extended warranties from Lot #1 can be procured from this bid. Lot #2 and Lot #3 were specified as a quantity of one (1) which also included extended warranties. Philips Medical did not meet specifications for Lot #1 and therefore was not responsive and subsequently rejected.

4. Recommendation Statement:

Notices were published on October 29, 2010 and November 5, 2010 in a local newspaper. Five (5) bid packages were e-mailed to prospective bidders and two (2) bids were received.

The bids were opened on November 12, 2010 for Ultrasound systems for Orange Coast College Bid No. 1990. Each bidder was required to bid on each lot as shown:

Lot #1 General "Multi Platform" Systems (Philips iU22 or equal)
Lot #2 Dedicated Cardiac Ultrasound Machine (Cardiac GE Vivid 9 or equal)
Lot #3 Dedicated General Ultrasound Machine (Model GE Logiq E9 or equal)

After analysis and review by the Consumer & Health Sciences Division at Orange Coast College, Purchasing and Accounts Payable Manager, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board award Lot #1 for only a quantity of two (2) systems to GE Healthcare and award Lot #2 and Lot #3 to Philips Medical systems. Bid results as shown below include tax:

Philips Medical Systems.	Lot #1 $747,624.02
22100 Bothell Everett Hwy.	**Lot #2 $216,917.59**
Bothell, WA 98041	**Lot #3 $215,225.85**

GE Healthcare (qty 4)	Lot #1 $1,007,108.34
2416 Longstaff Ct.	Lot #2 $230,284.69
San Marcos, CA 92078	Lot #3 $229,953.79

GE Healthcare (qty 2)	**Lot #1 $503,554.17**

Fiscal Impact: NTE $935,698.00 Measure C – General Obligation Bond Fund,
08/09 State Capital Outlay
Master Plan Approved Project
OCC Science Facilities
OCC New Consumer Health & Science Building – New Construction (OCC ABC Building)

Subject	**26.03 DIS - Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services**
Meeting	Dec 8, 2010 - Regular Meeting
Category	26. General Items of Business
Access	Public
Type	Action

Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services

It is requested the Board approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2010-2011. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.
The Board President, or designee be authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

CC Commercial Cleaning
3400 W. 6th Street Suite 302
Los Angeles CA 90020

MNZ Janitorial Services Inc.
3575 Cahuenga Blvd West #310
Los Angeles Ca 90068

Fleet Services Inc.
3530 Miraloma Avenue
Anaheim CA 92806

McQuay Factory Service
13600 Industrial Park Blvd
Minneapolis MN 55441

Hoist Service Inc.
11443 Tortuga Street
Cypress Ca 90630

Agenda Item Details

Meeting	Dec 08, 2010 - Regular Meeting
Category	26. General Items of Business
Subject	26.04 DIS - Ratification of Termination of Prime Contractor from the Golden West College Learning Resource Center, Phase II; Bid No. 1954
Access	Public
Type	Action

Ratification of Termination of Prime Contractor from the Golden West College Learning Resource Center, Phase II; Bid No. 1954

Background:

On November 22, 2010 a formal Notice of Termination of Contractor Agreement was served to Tadros & Youssef Construction, Inc. (T&Y) pursuant to the Golden West College Learning Resource Center Project (Bid No. 1954). Despite continual requests and remediation guidance from CCCD personnel, T&Y materially breached its' contractual obligations pursuant to the following:

1. Pursuant to Paragraph 6 of the Agreement and Article 13(a) of the General Conditions, T&Y failed to make prompt payments to subcontractors under T&Y's control. T&Y's repeated failure to timely compensate subcontractors for services they had performed resulted in numerous Stop Notices being filed. Unresolved stop notices further resulted in the inability of CCCD to issue progress payments to T&Y.

1. Pursuant to Paragraph 6 of the Agreement and Article 13(a) of the General Conditions, T&Y failed to maintain the project progress to ensure timely project completion. This is largely attributed to subcontractors refusing to perform work as a result of their ongoing contractual issues with T&Y. Subcontractors have pulled off of the job and impacted the progress of many other prime contractors. A detailed delay analysis is being conducted by CCCD, in conjunction with the contractor's performance bond representatives, to finalize the exact quantity and specific causes of delay.

In accordance with Article 13(a) of the project General Conditions, T&Y was granted a "10-day curing period" on September 27, 2010 in which to resolve the above listed issues. At a subsequent remediation meeting, T&Y committed to resolving its numerous outstanding payment issues and bringing the project to timely completion. While some immediate action was taken to temporarily restore progress, the pattern of non-payment and non-performance has recently reoccurred which continues to cause delay to project completion.

Expected Outcome:

The District has been in communication with American Fire and Casualty Insurance, the performance bond holder for T&Y Construction, to facilitate completion of this project. In addition, as the payment bond holder, American Fire and Casualty will be required to satisfy all stop notices (payment liens) against the contractor. It is anticipated that a negotiated Takeover Agreement will be presented to the Board for approval in January. Pending approval of the Takeover Agreement, the project should be completed within two to three

months. The campus will continue to operate in the existing facilities during the Spring semester.

Recommendation:

After review by the Vice Chancellor, Administrative Services, District Risk Services Manager, and Assistant Director, District Facilities, it is recommended by the Chancellor that the Board ratify the termination of Tadros & Youssef Construction, Inc., for cause, from the Golden West College Learning Resource Center Project (Bid #1954), effective November 22, 2010. T&Y has failed to competently and diligently perform services required pursuant to its contractor agreement with the District for this project.

Fiscal Impact: No Cost Impact to the District (Bond holder on this project will incur all completion costs).

Subject	**26.05 Adoption of Revised Coast Community College District Reorganization/Reassignment Plan**
Meeting	Dec 8, 2010 - Regular Meeting
Category	26. General Items of Business
Access	Public
Type	Action

Adoption of Revised Coast Community College District Reorganization/Reassignment Plan

The Coast Community College District Reorganization/Reassignment Plan was adopted by the Board of Trustees on December 9, 2009. After review by the District General Counsel and the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board of Trustees adopt the proposed revised Coast Community College District Reorganization /Reassignment Plan as attached. New proposed language is marked by **bold underline**, and the deletions are marked by ~~strikethrough~~ (See Attachment # 8).

Agenda Item Details

Meeting	Dec 08, 2010 - Regular Meeting
Category	26. General Items of Business
Subject	26.06 DIS - Consideration of Annual Salary Increase for the Board of Trustees
Access	Public
Type	Action

Consideration of Annual Salary Increase for the Board of Trustees

At this time, Trustees shall consider an annual salary increase to be granted to the elected Board of Trustees Members effective January 1, 2011 pursuant to District Policy Number 010-2-7, *Compensation for Trustees*, approved by the Board of Trustees.

Agenda Item Details

Meeting	Dec 08, 2010 - Regular Meeting
Category	26. General Items of Business
Subject	26.07 OCC - Approve Memorandum of Understanding Regarding Orange County Quality Improvement System (OC QIS) between Orange County Department of Education and Coast Community College District/Orange Coast College Early Childhood Lab and the Harry and Grace Steele Children's Center
Access	Public
Type	Action

Approve Memorandum of Understanding regarding Orange County Quality Improvement System (OC QIS) between the Orange County Department of Education and Coast Community College District, Orange Coast College Early Childhood Education Lab School and the Harry and Grace Steele Children's Center. (See Attachment # 6)

OC QIS MOU - Agreements.pdf (275 KB)

27. Buildings and Grounds Approvals

Subject	**27.01 Purchase a Human Patient Simulator from a Sole Source for Orange Coast College (ABC Building)**
Meeting	Dec 8, 2010 - Regular Meeting
Category	27. Buildings and Grounds Approvals
Access	Public
Type	Action

Purchase a Human Patient Simulator from a Sole Source for Orange Coast College (ABC Building)

1. Background:

In January 2001, Orange Coast College bid for a human patient simulator (HPS). Medical Education Technology Incorporated (METI) was the only vendor that met or exceeded all of the bid specifications and was ultimately awarded the bid. Orange College desires to upgrade their existing HPS with the latest technology and purchase an additional unit for classroom instructional purposes.

2. Goal/Purpose:

To provide new and updated instructional lab equipment to the newly constructed OCC ABC Building.

3. Comments:

The total dollar amount for this purchase would exceed the bid limit; however METI is the only vendor that can provide the upgrade on their existing HPS with their latest technology as well as provide a new HPS with the same technology.

4. Recommendation Statement:

After review by the Consumer & Health Sciences Division at Orange Coast College, Purchasing and Accounts Payable Manager, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the Purchasing and Accounts Payable Manager to issue a purchase order to METI for an upgraded HPS and an additional HPS.

Fiscal Impact: NTE 137,500.00 Measure C – General Obligation Bond Fund,
08/09 State Capital Outlay
Master Plan Approved Project
OCC Science Facilities
OCC New Consumer Health & Science Building –
New Construction (OCC ABC Building)

28. Resolutions

Subject	**28.01 DIS - Resolution 10-30, Adoption of Mitigated Negative Declaration and Filing of Notice of Determination Orange Coast College Maritime Training Center**
Meeting	Dec 8, 2010 - Regular Meeting
Category	28. Resolutions
Access	Public
Type	Action

Resolution # 10-30, Adoption of Mitigated Negative Declaration and Filing of Notice of Determination Orange Coast College Maritime Training Center (See Attachment # 10)

File Attachments

Resolution 10-30 Attachment CEQAResolutionOCCMaritime.pdf (278 KB)

29. Approval of Minutes

Subject	**29.01 Approval of Minutes**
Meeting	Dec 8, 2010 - Regular Meeting
Category	29. Approval of Minutes
Access	Public
Type	Action

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the following meeting be approved:

Regular Meeting of November 17, 2010

File Attachments
Min 11-17-10 Regular Meeting.pdf (2,730 KB)

30. Policy Implementation

Subject	**30.01 Adoption of Revisions to Board Policy 040-7-2, Inspection and Copying of Public Records**
Meeting	Dec 8, 2010 - Regular Meeting
Category	30. Policy Implementation
Access	Public
Type	Action

Adoption of Revisions to Board Policy 040-7-2, Inspection and Copying of Public Records

At the November 17, 2010 meeting, the Board of Trustees reviewed and discussed the proposed revisions to Board Policy 040-7-2, Inspection and Copying of Public Records.

It is recommended that the Board adopt the revisions to Policy 040-7-2, Inspection and Copying of Public Records.

(See Attachment # 3)

File Attachments

REV 11-19-10 Coast Public Records Policy(3).pdf (76 KB)

31. Close of Meeting

Subject	**31.01 - 31.02 Close of Meeting**
Meeting	Dec 8, 2010 - Regular Meeting
Category	31. Close of Meeting
Access	Public
Type	Action

31.01 Public Comment (Items Not on Agenda)

At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.

The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Public Comment regarding matters not on the Agenda will be taken at a later point in the Agenda. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.

It is the intention of the Coast Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Secretary of the Board of Trustees at, (714) 438-4848, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

31.02 Adjournment

Regular Meeting

Board of Trustees

Coast Community College District

District Board Room

5:00 p.m. Closed Session, 6:30 p.m. Regular Meeting

November 17, 2010

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on November 17, 2010 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

Board President Jerry Patterson called the meeting to order at 5:06 p.m.

1.02 Roll Call

Trustees Present:	Jerry Patterson, Mary Hornbuckle, Jim Moreno, Lorraine Prinsky, Walter Howald and Student Trustee Lee Fuller
Trustees Absent:	None

1.03 Public Comment (Closed Session – Items on Agenda)

There were no requests to address the Board during Public Comment.

1.04 Recess to Closed Session

Conducted in accordance with applicable sections of California law. Closed sessions are not open to the public.

The Board recessed to Closed Session at 5:07 p.m. to discuss the following items:

1.04.01 Public Employment (Pursuant to Government Code 54957 (b)(1)) (See Appendix A pages 20-33)

1. Faculty Special Assignments

2. Substitute Faculty

3. Full-time Faculty

4. Part-time Faculty

5. Educational Administrators
    a. Director of Marine Programs
    b. Vice President
    c. Associate Dean/Director Student Health Center
    d. Dean
    e. Director, Career Services
    f. Dean Military/Contract Educ Program
    g. Administrative Dean
    h. Director, Financial Aid & EOPS
    i. General Manager Food Service
    j. Dean, Library & Instructional Research
    k. Associate Dean
    l. Administrative Director

6. Classified Management

7. Classified Staff
    a. Executive Assistant to the President

8. Reclassification and Reorganization/Reassignment
    a. Office Assistant IV

9. Classified Temporary Assignments
    a. Clerk, Sr
    b. Staff Aide
    c. Manager, Employment Services & Records
    d. Application Project Coordinator
    e. Special Assignment

10. Hourly Staff

11. Substitute Classified

12. Clinical Advisor/Summer

13. Medical Professional Hourly Personnel

14. Student Workers

1.04.02 Conference with Legal Counsel: Existing Litigation
(Pursuant to sub-section "a" of Government Code Section 54956.9)

Jacobson v. Coast Community College District (Arbitration)
Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)
Morgenstern v. Orange Coast College et al., Orange County Superior Court Case No.30-2008-00109222
Coast Community College Association vs. Coast Community College District, PERB Case#LA-CE-54-36-E
Coast Community College District vs. MEP, Inc. et al., Orange County Superior Court Case No. 30-2010-00380564
NGB Enterprises vs. Coast Community College District, Orange County Superior Court Case No. 2010-00423404

1.04.03 Conference with Legal Counsel: Anticipated Litigation
(Pursuant to sub-section "b" of Government Code Section 54956.9)

One case: Arbitration requested by Coast Community College Association

1.04.04 Public Employee Discipline/Dismissal/Release
(Pursuant to Government Code Section 54957)

1.04.05 Conference with Labor Negotiator
(Pursuant to Code Section 54957.6)

Agency Negotiator: Deborah Hirsh, Vice Chancellor, Human Resources

Employee Organizations:
Coast Federation of Classified Employees (CFCE),
Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),
Unrepresented Employees: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association (CDMA),
Educational Administrators

1.04.06 Public Employees Performance Evaluation
(Pursuant to Government Code Section 54957)

Position: Chancellor

1.05 Reconvene Regular Meeting

The meeting was reconvened to Open Session at 6:36 p.m.

1.06 Pledge of Allegiance – Student Trustee Lee Fuller

Student Trustee Lee Fuller led the Pledge of Allegiance to the United States.

1.07 Report of Action from Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Mr. Moreno and seconded by Mr. Howald, the Board voted unanimously to approve all Personnel items in **Agenda Item 1.04.01 Public Employment (Pursuant to Government Code 54957 (b)(1)).**

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

On **Agenda Item 1.04.03 Conference with Legal Counsel, Anticipated Litigation**, Dr. Teeter reported that on a motion by Mr. Howald and seconded by Ms. Hornbuckle, the Board voted unanimously to accept the request for non-binding arbitration with the Coast CCA/NEA pursuant to the collective bargaining agreement, and authorized the District to defend the arbitration.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

1.08 Public Comment (Open Session – Items on Agenda)

There were no requests to address the Board during Public Comment.

1.09 Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 Coast Community College District Resolution Honoring Walter G. Howald

The Board expressed appreciation and congratulations to Mr. Howald for his 25 years of service to the Coast Community College District. It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Resolution honoring Walter G. Howald.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None
Abstain:	Mr. Howald

1.10 Resolutions to Honor and Accept Retirements

The Board expressed appreciation and congratulations to the following retirees with 10 or more years of service to the Coast Community College District:

Classified

1.10.01 Joanne D. Cooper, DIS, Computer Operator, Lead, retirement effective 12/31/2010

Faculty

1.10.02 Sharon Daniel, OCC, Instructor, Biological Sciences, retirement effective 12/20/10.

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno, to accept these retirements.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

2.0 Informative Reports

(Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns)

2.01 Report from the Chancellor

Dr. Ding-Jo H. Currie, Chancellor, provided a report to the Board

2.02 Reports from the Presidents

The following college presidents or designee provided reports to the Board:

Dr. Loretta Adrian, Coastline Community College
Dr. Dennis Harkins, Orange Coast College
Wes Bryan, Golden West College

2.03 Reports from the Officers of Student Government Organizations

The following representatives provided reports on behalf of the student government organizations:

Lee Fuller on behalf of David Salai, ASG President, Golden West College
Lisa Okamoto, ASG President, Coastline Community College
Catherine Tran, ASOCC President, Orange Coast College

2.04 Reports from the Academic Senate Presidents

The following Academic Senate Presidents or designee provided reports to the Board:

Vesna Marcina, Orange Coast College (OCC) Academic Senate President
Theresa Lavarini, Golden West College (GWC) Academic Senate President
Nancy Jones, Coastline Community College (CCC) Academic Senate President

2.05 Reports from Employee Representative Groups

Barbara Price, President, Coast Community College Association/California Teachers Association-National Education Association (CCCA/CTA-NEA)
Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE)

2.06 Reports from the Board of Trustees

Board members provided individual reports.

2.07 Reports from the Board Committees & Review of Board Committee Meeting Dates

The Board reviewed the dates of the upcoming Board Committee meetings.

Trustee Prinsky provided an update on the Personnel Committee and the Orange County Legislative Task Force. Trustee Moreno provided a brief report on the Budget Committee meeting held on November 16, 2010.

2.08 Informative Report on Bullying

Eduardo Arismendi-Pardi, OCC, presented a report on bullying. On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to refer this to the Policy Task Force for consideration and preparation of a draft policy, and also to add this item to the Board Log. A copy of the report is on file in the Board of Trustees' Office.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	Mr. Moreno
Absent:	None

3.00 Informative Reports II

3.01 Opportunity for the Board to Review Proposed Revisions to Board Policy 040-7-2, Inspection and Copying of Public Records

The Trustees provided comments and feedback on the proposed revisions and Board President Patterson requested this item be brought back to the December 8, 2010 Agenda. Mr. Howald's comments are attached to the Minutes (Appendix B, page 34).

3.02 Opportunity for the Board of Trustees to Discuss Proposed Policy 010-2-28 (BP 2228), Trustees Serving on Boards of Ancillary Organizations

On a motion made by Ms. Hornbuckle and seconded by Mr. Howald, the Board voted 4-1 to refer this policy through the Task Force to the Foundation Executive Directors to provide to their Boards for input. It was requested that this policy be brought back to the February 2, 2011 Board Agenda. Mr. Howald's comments are attached to the Minutes (Appendix C, page 35)

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	Mr. Moreno
Absent:	None

3.03 Changes in Signatories for Union Bank Accounts

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the changes made for signatories for Union Bank accounts.

Fiscal Impact: None

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

3.04 Review of Internal Audit Report

The Board reviewed the Internal Audit Report for the period July 1, 2010 through September 30, 2010.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

4.0 Matters for Review, Discussion and/or Action

4.01 Review of Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2010/2011 as presented in the November 17, 2010 Agenda.

4.02 Consideration of Meetings and Conferences of the American Association of Community College (AACC) Association of Community College Trustees (ACCT) & California Community Colleges League (CCLC)

The Board reviewed the scheduled Board Meeting dates and conferences for the AACC, ACCT, and the CCLC.

4.03 Opportunity for the Board to Review the Board Directives Log

The Board reviewed and discussed the items on the Board Log.

It was moved by Mr. Howald and seconded by Mr. Fuller to remove Item #10 from the Board Log.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

It was moved by Mr. Patterson and seconded by Mr. Moreno to add an item to the Board Log for the Chancellor to provide updates on Board policies and procedures.

Motion carried with a 4-0 vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None
Abstain:	Mr. Howald

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson to add an item to the Board Log for the Chancellor to provide a report on District transfers to UC and Cal State Universities.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

4.04 Review of Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the November 17, 2010 Agenda.

4.05 Quarterly Financial Status Report

The Board reviewed the Quarterly Status Report. (See Appendix D, pages 36-47)

5.00 Consent Calendar

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Consent Calendar as presented in the November 17, 2010 Agenda.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

22.0 Action Items – Approval of Agreements

22.01 CCC - Approve Agreement between The Active Network and the Coast Community College District for the Use of their Website for Fundraising and Event Management Purposes

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve the Agreement between The Active Network and the Coast Community College District for the use of their website by the Coastline College Foundation for fundraising and event management purposes. The Board President, or designee, is authorized to accept the Terms and Conditions and any related documents, indicating approval by the Board of Trustees.

Fiscal Review: 93.5%, less one dollar, of all donations made through the website benefit the Special Programs Foundation.

Motion carried 4-1 with the following vote:

Aye:	Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	Mr. Patterson
Absent:	None

22.02 CCC - Approve Amendment to Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center – North

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the agreement between the County of Orange and the Coast Community College District to expand the

capacity to provide Workforce Investment Act (WIA) services to adults and dislocated workers through June 30, 2011. The Agreement outlines the responsibilities of both partners and all of the services expected to be provided. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (Prior Board Approval: 6/16/10.)

Fiscal Impact: The County will reimburse Coastline Community College $2,492,893 for operation of these programs.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

22.03 CCC - Approve Amendment to Agreement between the County of Orange and the Coast Community College District to Operate the Orange Coast One-Stop Center - South

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Agreement between the County of Orange and the Coast Community College District to expand the capacity to provide Workforce Investment Act (WIA) services to adults and dislocated workers through June 30, 2011. The Agreement outlines the responsibilities of both partners and all of the services expected to be provided. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: The County will reimburse Coastline Community College $2,379,174 for operation of these programs.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

22.04 CCC - Approve Agreement between the Embassy Suites Sacramento and the Coast Community College District for the Location of the Business Education Statewide Advisory Committee (BESAC) Annual Conference

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Agreement between the Embassy Suites Sacramento and the Coast Community College District for the location of the Business Education Statewide Advisory Committee Annual Conference. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $17,390.88 to be paid from the BESAC Agreement.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No: None
Absent: None

22.05 CCC - Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Transitions throughout the Life Span

It was moved by Mr. Fuller and seconded by Dr. Prinsky to approve the Agreement between Worth Publishers and the Coast Community College District to revise and publish the fourth edition of the Telecourse Student Guide for Transitions throughout the Life Span according to the Agreement. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (Prior Board Approval: 4/18/01).

Fiscal Impact: Publisher grant to Coast District of $4,000.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No: None
Absent: None

22.06 CCC - Approve Consulting Agreement between Fremont College and the Coast Community College District to Assist in their Development of 14 Hybrid/Online Courses in Business and Liberal Studies

It was moved by Mr. Fuller and Ms. Hornbuckle to approve the Agreement between Fremont College and the Coast Community College District to assist in their development of 14 hybrid/online courses in business and liberal studies. The Agreement outlines the responsibilities of both partners and all of the end-products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Gross Income of $40,206

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No: None
Absent: None

22.07 CCC - Approve Agreement between Hobsons, Inc., ApplyYourself, Inc. and the Coast Community College District for the Use of Hobsons Enrollment Management Technology (EMT) Systems

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to approve the Agreement between Hobsons, Inc., ApplyYourself, Inc. and the Coast Community College District for the use of Hobsons Enrollment Management Technology (EMT) Systems. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Cost to District: $100,000 paid in equal payments of $25,000/year for a 4-year period.

Motion carried 4-1 with the following vote:

Aye:	Mr. Patterson, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	Mr. Moreno
Absent:	None

22.08 CCC - Approve Agreement between the Westin South Coast Plaza and the Coast Community College District for Location of the Visionary of the Year Awards Gala

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Agreement between the Westin South Coast Plaza and the Coast Community College District for location of the Visionary of the Year Awards Gala. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Net Income of $113,000

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

22.09 DIS - Approve Agreement with Townsend Public Affairs, Inc. for Legislative Consulting Services

It was moved by Mr. Fuller and seconded by Dr. Prinsky to approve the Agreement with Townsend Public Affairs for legislative consulting services.

A substitute motion was made by Mr. Howald and seconded by Ms. Hornbuckle to continue this item to the December 8, 2010 Agenda.

Motion carried 3-2 with the following vote:

Aye:	Mr. Moreno, Mr. Howald and Ms. Hornbuckle
No:	Mr. Patterson, Dr. Prinsky
Absent:	None

It was moved by Mr. Moreno and seconded by Mr. Patterson to reconsider Ms. Hornbuckle's motion to continue this item to the December 8, 2010 Agenda.

Motion carried 3-2 with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, and Dr. Prinsky
No:	Mr. Howald and Ms. Hornbuckle
Absent:	None

It was moved by Dr. Prinsky and seconded by Mr. Patterson to approve the Agreement with Townsend Public Affairs for legislative consulting services.

Motion carried 3-2 with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, and Dr. Prinsky
No:	Mr. Howald and Ms. Hornbuckle
Absent:	None

It was moved by Ms. Hornbuckle and seconded by Mr. Howald for Townsend Public Affairs to provide the Board with a written report on the work activities performed by them, and for this item to be added to the Board Log.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

Mr. Howald's comments are attached to the Minutes (Appendix E, page 48).

22.10 DIS - Approval of Agreement with Vasquez & Company, LLC, for District External Audit Services

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Vasquez & Company, LLC, for District external audit services, effective January 1, 2011 through June 30, 2012, with the option to renew the Agreement for two additional years.

Fiscal Impact: $122,000 per year.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

22.11 DIS - Approval of Educational Administrator Employment Agreements

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the employment contracts for the educational administrators as listed in the table, pursuant to Education Code section 72411 subject to Administrator titles receiving corrections on the contracts.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

22.12 OCC - Approve Agreement between Augusoft Corporation and the Orange Coast College Community Education department for the purpose of purchasing Augusoft Lumens Professional Package with 1M Extract Customization Package

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle that the OCC Community Education Department proceed with the purchase of the Augusoft Lumens Professional package with 1M Extract Customization to enhance and support Community Education and other activities while providing the Bursar's Office with more accurate and up to date

fiscal information. The Board President or designee is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange Coast College Community Education Department to fund $55,000.00 from Community Education Budget fund balance designated Community Education.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

22.13 OCC - Approve Agreement between California State University, on behalf of CSU Long Beach, and the Coast Community College District to Place Social Work Interns from CSULB in the OCC Student Health Center to Provide Services to OCC Students

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle that the Board approve the Agreement between California State University, on behalf of CSU Long Beach, and the Coast Community College District for the purpose of placing graduate student social work interns in the OCC Student Health Center to provide social services to OCC students in need of these services. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange Coast College will receive up to 20 hours per week of services from each unpaid graduate student intern, while providing one to two hours of professional supervision by the LCSW on the OCC Student Health Center staff.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

23.0 Action Items – Buildings and Grounds Approvals

23.01 DIS - Approve Standard Professional Services Agreement with Allana Buick & Bers; Coastline Newport Beach Learning Center

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to employ Allana Buick & Bers for waterproofing consulting services for the Coastline Newport Beach Learning Center pursuant to the Districts' Standard Professional Services Agreement. The Board President, or designee, is authorized to sign the agreement and any related documents indicating approval by the Board of Trustees.

The scope of service is to include the review and oversight of the following:

a. Podium Waterproofing
b. Roofing Systems
   Solar Penetrations on the Low Slope (Flat) Roof
c. Exterior Wall System

Window and Doors
Curtain Wall System

Fee for the above services: $10,640

Fiscal Impact: $10,640 (General Obligation Bond Funds/Measure C)
Master Plan Approved Project
CCC Newport Beach Learning Center

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No: None
Absent: None

23.02 Approve Standard Architectural Services Agreement with Dougerty + Dougerty; Orange Coast College Classroom Refurbishment Project

It was moved by Mr. Howald and seconded by Ms. Hornbuckle that authorization be given to employ Dougerty + Dougerty for architectural services for the Orange Coast College Classroom Refurbishment Project pursuant to the Districts' Standard Architectural Services Agreement. The Board President, or designee, is authorized to sign the agreement and any related documents indicating approval by the Board of Trustees.

The scope of service is to include the following tasks:

a. Program Meetings
b. Bid Documents
c. Construction Meetings
d. Project Closeout

Fee for above services schedule is November 18, 2010 through August 2011: $138,000

e. Reimbursable Expenses $ 7,500

Fiscal Impact: $145,500 (General Obligation Bond Funds/Measure C)
Master Plan Approved Project
OCC Upgrade Campus Classrooms
OCC Classroom Refurbishment Project

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No: None
Absent: None

23.03 DIS - Bid Tabulations and Award of Neurodiagnostic and Polysomnography Systems for the Orange Coast College (ABC Building); Bid No.1988

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson that Bid 1988 be awarded to Cadwell Laboratories Incorporated as set forth on their alternate bid. Cadwell is not only the lowest overall bidder, but they also proposed an alternative bid

price which, if awarded all lots, would save the District just over $28,000 dollars. Bid results as shown below:

Cadwell Laboratories, Inc.	Lot #1	$66,231.60
909 North Kellogg St.	Lot #1a	$42,760.50
Kennewick, WA 99336	Lot #2	No Bid
	Lot #3	$99,222.10
	Lot #4	$97,229.52
Sub Total		$305,443.72
Tax		$26,726.33
Total		**$332,170.05**

Cadwell Labs Alternate #1	Lot #1	$68,810.00
	Lot #1a	$45,000.00
	Lot #2	No Bid
	Lot #3	$104,041.00
	Lot #4	$109,672.00
Sub Total		$327,523.00
Package Discount		($120,079.00)
Shipping		$5,390.00
4 Year Warranty		$66,528.00
Sub Total		$279,362.00
Tax		$24,444.18
Total		**$303,806.18**

Natus Medical Inc.	Lot #1	$68,283.00
1501 Industrial Road	Lot #1a	$38,851.00
San Carlos, CA 94070	Lot #2	No Bid
	Lot #3	$131,921.00
	Lot #4	$78,124.00
Sub Total		$317,179.00
Tax		$27,753.16
Total		**$344,932.16**

Nihon Kohden	Lot #1	$99,232.40
90 Icon Street	Lot #1a	$49,090.00
Foothill Ranch, Ca 92610	Lot #2	No Bid
	Lot #3	$99,222.10
	Lot #4	$97,229.52
Sub Total		$409,613.40
Tax		$35,841.17
Total		**$445,454.57**

Fiscal Impact: $303,806.18 Measure C – General Obligation Bond Fund,
08/09 State Capital Outlay
Master Plan Approved Project
OCC Science Facilities
OCC New Consumer Health & Science Building –
New Construction (OCC ABC Building)

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

24.0 General Items of Business

24.01 DIS - Instructional Material Fees

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller that the material fee revisions, deletions, and/or new fees be approved for inclusion in the curriculum.

A copy of the material fee request forms is on file in the Board Office.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

24.02 DIS - Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services

It was moved by Dr. Prinsky and seconded by Mr. Fuller that approval be given to the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2010-2011. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price. The Board President, or designee is authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

Titan Environmental Solutions
940 East Orangethorpe Ave Suite B
Anaheim CA 92801

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

25.00 Resolutions

25.01 DIS - Resolution # 10-27 To Enter into an Agreement with the California Department of Education, Child Development Division for the Harry and Grace Steele Children's Center Infant and Toddler Resource Grant (CCAP-0064)

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller that the proposed Agreement with the California Department of Education, Child Development Division for the Harry and Grace Steele Children's Center be forwarded to the Board of Trustees for review.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

25.02 Resolution # 10-29 for Layoff Due to Lack of Funds: One-Stop Center Coastline Community College

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson to adopt Resolution #10-29 for Layoff Due to Lack of Funds: One Stop Center Coastline Community College.

Motion carried 4-1 with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle
No:	Mr. Howald
Absent:	None

26.00 Approval of Minutes

26.01 Approval of Minutes for the November 3, 2010 Board Meeting

It was moved by Mr. Fuller and seconded by Mr. Howald to approve the minutes of the November 3, 2010 Board Meeting.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No:	None
Absent:	None

27.00 Policy Implementation

27.01 Adoption of Policy # 010-2-27 (BP 2227) Board of Trustees' Legislative Affairs Committee

It was moved by Mr. Moreno and seconded by Dr. Prinsky to adopt Policy # 010-2-27 (BP 2227) Board of Trustees' Legislative Affairs Committee.

Motion carried 3-1 with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, and Dr. Prinsky
No:	Ms. Hornbuckle
Abstain:	Mr. Howald
Absent:	None

27.02 Appointments to the Board of Trustees' Legislative Affairs Committee

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to continue this item to the December 8, 2010 Board Meeting.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No: None
Absent: None

28.00 Close of Meeting

28.01 Public Comment (Items Not on the Agenda)

There were no requests to address the Board during Public Comment.

Recess to Closed Session

The Board recessed to Closed Session at 10:02 p.m.

Reconvene Regular Meeting

The Board reconvened to Open Session at 11:30 p.m.

There was no report of action from Closed Session.

28.02 Adjournment

There being no further business, it was moved by Mr. Patterson and seconded by Ms. Hornbuckle that the meeting be adjourned in honor of Trustee Walt Howald.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald and Ms. Hornbuckle
No: None

The meeting was adjourned at 11:31 p.m.

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Secretary of the Board of Trustees

Appendices

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1. Faculty Special Assignments

It is recommended that authorization be given for the following special assignments grouped by operation cost center. Board approved, contractual special pay rates listed below by pay type as follows: LOV = Librarian Overload, OVR = Overload, MTM = Full Time Certificated Instructional Misc. Teaching Rate, MTA = Part Time Misc. Teaching Rate, IUM = Full Time Certificated Instructional Unit Assistant, IUH = Part Time Certificated Instructional Unit Assistant, EXM = Full Time Certificated Extra Pay, EXH = Part Time Certificated Extra Pay, UNT = Part Time Certificated Unit Regular, PDM = Full Time Certificated Per Diem, PDH = Part Time Certificated Per Diem, INT = Intersession, SMM = Full Time Certificated Summer, SMH = Part Time Certificated Summer, ACS = Academic Senate.

COASTLINE COLLEGE

PREPARE AND DELIVER FOUR TRAINING MODULES

Name	Start Date	End Date	Pay Type	Pay Rate
Eber, Lorie	11/18/10	03/31/11	PDH	$29.46

ACADEMIC SENATE

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Lovig, Margaret	01/31/11	05/29/11	ACS	$454.20	$2271.00

DEVELOP NEW EMERGENCY MANAGEMENT CURRICULUM

Name	Start Date	End Date	Pay Type	Pay Rate
Sampson, Kevin	01/30/11	06/30/11	PDH	$29.46

HOLISTIC GRADING

Name	Start Date	End Date	Pay Type	Pay Rate
Jereb, Claudia	01/03/11	06/30/11	PDH	$29.46
Mowrer, Melanie	01/03/11	06/30/11	PDH	$29.46

INSTRUCTIONAL UNIT ASSISTANT

Name	Start Date	End Date	Pay Type	Pay Rate	Discipline
Lovig, Margaret	01/31/11	05/29/11	IUM	$1514.00	Paralegal Studies
Sampson, Kevin	01/31/11	05/29/11	IUH	$1514.00	Emer Management
Smith, Ronald	01/31/11	05/29/11	IUH	$1514.00	Process Tech
Warner, Michael	01/31/11	05/29/11	IUM	$1514.00	Computer Network
Whitson, Stephen	01/31/11	05/29/11	IUH	$1514.00	Computer Network
Worden, Mark	01/31/11	05/29/11	IUH	$1514.00	Business Comp

The following CCC Part-Time Instructor to provide instructional opportunities for Navy Onshore and NC PACE for Military Contract Education during Fall semester.

Part-Time Instructor
Isbell, Donald
Justification: Original instructor was unable to teach these sections

The following CCC Full-Time and Part-Time Instructors to provide instructional opportunities for Navy Onshore and NC PACE for Military Contract Education during Spring semester.

Full-Time Instructor
Feldon, Fred
Johnson, Daniel
Lee, Lisa
Lockwood, Frederick
Marcus, Ted
Roeun, Malinni
Secord, Debra
Shelley, Karen
Taylor, Margaret

Warner, Michael
Warwick, Randall
Wild, Michelle

Part-Time Instructor
Amitoe'lau, Sylvia
Aubry, Michael
Bailly, Jennifer
Barnes, Ralph
Basford, Sean
Behr, George
Boehler, Connie
Candelaria, Patricia
Carlucci, Michael
Chow, Brian
Cooper, David
Cratty, William
Curtis, Michael
DeWitt, Stanley
Diaz-Brown, William
Dietrich, Phillip
Doyle, John
Drew, Stefanie
Eber, Lori
Forbes, Junko
Freeman, William
Go, Marianne
Godfrey, Donald
Hart, John
Henry, Charles
Hogan, Mikel
Irvin, Teresa
Isbell, Donald
Kabaji, Noha
Khan, Mahbubur
Kurz, Sally
Letterman, Bryce
Long, Barbara
Mann, Claire
Menzing, Todd
Nichols, Kristen
Nugyen, Scott
Ondracek, Theodore
Ostrowski, Kenneth
Quast, Gerald
Richter, Otto
Rogoff, Meri
Ruppert, Kelly
Sampson, Kevin
Schindelbeck, Judy
Talmage, Dorrie
Terry, Ladd
Villalobos, Jose
Wahba, Remon
Walker, Heather
Waller, Ellis
Walling, Dianne
Wegter, Rachel
Whitson, Stephen

Windsor, Adrian
Worden, Mark
Wrobel, Alfred

GOLDEN WEST COLLEGE

MATH ASSESSMENT

Name	Start Date	End Date	Pay Type	Pay Rate
Bouzar, Pete	01/31/11	05/29/11	PDM	$43.55

COSMETOLOGY CURRICULUM SUPPORT

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Christie, Joan	01/18/11	05/29/11	PDM	$43.55	$1514.19

MUSIC CONCERT "PIECES OF HISTORY" PERFORMANCE

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Hausey, Collette	12/01/10	12/19/10	PDM	$43.55	$199.91

ACADEMIC ADVISEMENT FOR STUDENTS

Name	Start Date	End Date	Pay Type	Pay Rate
Hinton, Karen	11/18/10	12/19/10	OVR	$72.00

COSMETOLOGY FACULTY COORDINATOR

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Reyna, Edward	01/31/11	05/29/11	PDM	$43.55	$12,111.99

APPLIED MATH VIDEO LESSONS

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Bouzar, Pete	12/01/10	05/30/11	PDM	$43.55	$9,015.88
Kramer,Bryan	12/01/10	05/30/11	PDM	$43.55	$9,015.88

NORTH AMERICAN RENEWABLE ENERGY TRAINING

Name	Start Date	End Date	Pay Type	Pay Rate
Cucurny, Marius	01/01/11	01/30/11	PDM	$43.55
	01/31/11	005/29/11	PDM	$43.55
Hersh, Thomas	01/01/11	01/30/11	PDM	$43.55
	01/31/11	005/29/11	PDM	$43.55

FULL-TIME LIBRARIAN TO PROVIDE REFERENCE SERVICES

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Cassens, Treisa	01/31/11	05/29/11	OVR	$72.00	$3,456.00
Garcia, Gonzalo	01/31/11	05/29/11	OVR	$72.00	$4,608.00
Ross, Roxana	01/31/11	05/29/11	OVR	$72.00	$4,608.00

PART-TIME LIBRARIAN TO PERFORM REFERENCE SERVICES

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Daugherty, Seth	01/31/11	05/29/11	UNT	$65.55	$8,128.94
Krause, Alana	01/31/11	05/29/11	UNT	$65.55	$7,081.12
Le, Cathy	01/31/11	05/29/11	UNT	$57.44	$6,634.78
Oberlin, Masumi	01/31/11	05/29/11	UNT	$73.94	$4,732.41
Palmer, Leslie	01/31/11	05/29/11	UNT	$65.55	$3,146.68
Siddiqi, Catherine	01/31/11	05/29/11	UNT	$73.94	$3,327.48

INSTRUCTIONAL UNIT ASSISTANT

Name	Start Date	End Date	Pay Type	Pay Rate	Discipline
Bouzar, Pete	01/31/11	05/29/11	IUM	$1514.00	Mathematics

Bowlby, Margot	01/31/11	05/29/11	IUM	$1514.00	Behavioral Science
Chu, Alice	01/31/11	05/29/11	IUM	$1514.00	Accounting
Jones, Barbara	01/31/11	05/29/11	IUM	$1514.00	Computer Bus
Kelly, Darla	01/31/11	05/29/11	IUM	$1514.00	Life Sciences
Kramer, Bryan	01/31/11	05/29/11	IUM	$1514.00	Auto Technology
Moore, David	01/31/11	05/29/11	IUM	$1514.00	Cultural Arts
Nielsen, Donovan	01/31/11	05/29/11	IUM	$1514.00	Computer Science
Quiros, Victor	01/31/11	05/29/11	IUM	$1514.00	Criminal Justice
Reyna, Edward	01/31/11	05/29/11	IUM	$1514.00	Cosmetology

PRE-SEASON COACHING

Name	Start Date	End Date	Pay Type	Pay Rate	Discipline
Brazney, Suzanne	01/17/11	01/30/11	PDH	$29.46	Softball
Johnson, Timothy	01/17/11	01/30/11	PDH	$29.46	Men's Volleyball
Kopp, Kyle	01/17/11	01/30/11	PDM	$43.55	Swimming
Lawler, William	01/17/11	01/30/11	PDM	$43.55	Swimming
Taylor, Scott	01/17/11	01/30/11	PDM	$43.55	Swimming
Villarreal, Roberto	01/17/11	01/30/11	PDM	$43.55	Swimming

ORANGE COAST COLLEGE

TITLE III GRANT FACULTY COORDINATOR

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Berta, Melissa	12/01/10	12/19/10	PDM	$43.55	$1,999.17

PIANO ACCOMPANIST FOR OLD FASHIONED CHRISTMAS MELODRAMA THEATER PRODUCTION

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Hansen, Beth	11/17/10	12/12/10	PDH	$29.46	$721.91

INTERNSHIP ACADEMY

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
La Bounty, Jennifer	12/10/10	12/31/10	UNT	$57.44	$1,148.88

COORDINATE EOPS FUNCTIONS FOR GRANTS

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Shajie, Vida	08/30/10	12/17/10	PDM	$43.55	$4,542.00

Justification: Needed assignment added late

HEAD COACH STIPEND

Name	Start Date	End Date	Pay Type	Pay Rate	Discipline
Altobelli, John	04/01/11	04/30/11	EXM	$4511.00	Baseball
Behr, Laura	04/01/11	04/30/11	EXM	$4511.00	Women's Crew
Iacopetti, Anthony	04/01/11	04/30/11	EXM	$4511.00	Men's Swimming
Knox, John	04/01/11	04/30/11	EXM	$4511.00	Men/Women Track
Maran, Janice	04/01/11	04/30/11	EXM	$4511.00	Women's Tennis
Ochoa, Marco	04/01/11	04/30/11	EXM	$4511.00	Men/Women Track
Smith, Carl	04/01/11	04/30/11	EXM	$4511.00	Men/Women Track
Smith, Kevin	04/01/11	04/30/11	EXM	$4511.00	Softball
Spencer, Steven	04/01/11	04/30/11	EXM	$4511.00	Men's Baseball
Watson, Don	04/01/11	04/30/11	EXM	$4511.00	Women's Swim

INSTRUCTIONAL UNIT ASSISTANT

Name	Start Date	End Date	Pay Type	Pay Rate	Discipline
Abernathy, Dean	01/31/11	05/29/11	IUM	$1514.00	Architecture
Adelmann, Daniel	01/31/11	05/29/11	IUM	$1514.00	Allied Health
Altobelli, John	01/31/11	05/29/11	IUM	$1514.00	Contest Suprv
Alves, Mitchell	01/31/11	05/29/11	IUM	$1514.00	Mathematics
Avetisian, Sonia	01/31/11	05/29/11	IUM	$1514.00	Mathematics
Baker, Karen	01/31/11	05/29/11	IUM	$1514.00	Marine Science

Bender, Edward	01/31/11	05/29/11	IUM	$1514.00	Geology
Bloomfield, Lisa	01/31/11	05/29/11	IUM	$1514.00	Digital Media Arts
Breece, William	01/31/11	05/29/11	IIUM	$1514.00	Anthropology
Cabanel-Bleuer, Denise	01/31/11	05/29/11	IUM	$1514.00	Language
Carroll, Kathy	01/31/11	05/29/11	IUM	$1514.00	Speech Comm
Cassidy, Lori	01/31/11	05/29/11	IUM	$1514.00	Library Scheduler
Clark, Gregory	01/31/11	05/29/11	IUM	$1514.00	Business
Cooley, Timothy	01/31/11	05/29/11	IUM	$1514.00	Math/English
Cooper, Barbara	01/31/11	05/29/11	IUM	$1514.00	Hospital Scheduler
Dale, John	01/31/11	05/29/11	IUM	$1514.00	Library Scheduler
Elliott, Kelli	01/31/11	05/29/11	IUM	$1514.00	Biology
Faridi, Abbas	01/31/11	05/29/11	IUM	$1514.00	Astronomy
Gilbert, Stephen	01/31/11	05/29/11	IUM	$1514.00	Comp Services
Gillissen, Blade	01/31/11	05/29/11	IUM	$1514.00	Photography
Golson, Daniel	01/31/11	05/29/11	IUM	$1514.00	Theater Arts
Hanlon, Anna	01/31/11	05/29/11	IUM	$1514.00	Program Rev Coor
Hollander, Gena	01/31/11	05/29/11	IUM	$1514.00	Anthropology
Hunter, Amelie	01/31/11	05/29/11	IUM	$1514.00	Dance
Keesler, Kathleen	01/31/11	05/29/11	IUM	$1514.00	Dance
Keith, Arlete	01/31/11	05/29/11	IUM	$1514.00	World Language
Kelly, Marilyn	01/31/11	05/29/11	IUM	$1514.00	History
Knox, John	01/31/11	05/29/11	IUM	$1514.00	Asst Athletic Dir
Kuo, Daniel	01/31/11	05/29/11	IUM	$1514.00	Economy
Lazarus, Robert	01/31/11	05/29/11	IUM	$1514.00	Film
Lerma, Maria De Pilar	01/31/11	05/29/11	IUM	$1514.00	ESL
Lohman, Benjamin	01/31/11	05/29/11	IUM	$1514.00	Forensics
Marcina, Vesna	01/31/11	05/29/11	IUM	$1514.00	Political Science
McComb, Helen	01/31/11	05/29/11	IUM	$1514.00	Scheduler
Melrose, Charlene	01/31/11	05/29/11	IUM	$1514.00	Psycology
Miran, Janice	01/31/11	05/29/11	IUM	$1514.00	Division Scheduler
Morgan, Arabian	01/31/11	05/29/11	IUM	$1514.00	Accounting
Morgan, Dennis	01/31/11	05/29/11	IUM	$1514.00	Business
Mucciaro, Thomas	01/31/11	05/29/11	IUM	$1514.00	Chemistry
Muelas, Mariaala	01/31/11	05/29/11	IUM	$1514.00	World Language
Mushkin, Hollary	01/31/11	05/29/11	IUM	$1514.00	Digital Media
Naesse, Irene	01/31/11	05/29/11	IUM	$1514.00	Geography
Norling, Marcella	01/31/11	05/29/11	IUM	$1514.00	Religious Studies
Pettus, Candice	01/31/11	05/29/11	IUM	$1514.00	Health Studies
Reed, Charlene	01/31/11	05/29/11	IUM	$1514.00	Family/Cons Sci
Ring, David	01/31/11	05/29/11	IUM	$1514.00	Religious Studies
Rodriguez, David	01/31/11	05/29/11	IUM	$1514.00	Aviation
Saichek, William	01/31/11	05/29/11	IUM	$1514.00	Business
Savage, Jennifer	01/31/11	05/29/11	IUM	$1514.00	Economy
Schneiderman, Robert	01/31/11	05/29/11	IUM	$1514.00	Counseling
Sogo, Lisa	01/31/11	05/29/11	IUM	$1514.00	Biology
Soto, Richardo	01/31/11	05/29/11	IUM	$1514.00	Music
Whitridge, Roger	01/31/11	05/29/11	IUM	$1514.00	Art
Wickremesinghe, M.	01/31/11	05/29/11	IUM	$1514.00	Counseling

Overload assignments for the following evening counselors, payment to be a maximum of $72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period 01/31/11 to 05/29/11 for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

GWC

Name	LHE
Hinton, Karen	3.00
Nguyen, Jimmy	1.00
Valenzuela, Yvonne	7.50

OCC

Name	LHE
Guillen, Alex	1.00

Overload assignments for the following GWC faculty instructing students at the police academy, during the period 01/04/11 to 01/30/11, to be a maximum of $72.00/hr, based on the 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed 24 hours for Intersession.

Faculty
Quires, Victor
Watkins, Derrick

Overload assignments for the following GWC faculty instructing students at the police academy, during the period 01/31/11 to 05/29/11, to be a maximum of $72.00/hr, based on the 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed 54 hours for Spring semester.

Faculty
Quires, Victor
Watkins, Derrick

Overload assignments for the following instructors, payment to be a maximum of $72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period 01/31/11 to 05/29/11 for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

CCC

Name	LHE
Jenkins, Nancy	4.00
Jones, Nancy	7.25
Lockwood, Frederick	3.00
Nguyen, Ailene	6.00
Shelley, Karen	0.25
Taylor, Margaret	5.88
Warner, Michael	3.75

GWC

Name	LHE
Baird, Larry	2.00
Bouzar, Pete	7.00
Bowlby, Margot	6.00
Call, Gail	1.34
Carter, Warren	0.01
Chambliss, Tasha	3.00
Chapman, Nina	9.00
Christie, Joan	4.00
Chu, Alice	5.50
Drover, Christopher	6.00
Fiorane, Michele	3.00
Hamilton, Chris	9.00
Holland, Jon	2.84
Isonio, Steve	4.50
Jones, Barbar	3.17
Kelly, Darla	4.00

Kramer, Bryan	3.66
Lehmann, Deanna	5.50
Nielsen, Donavan	2.58
Reck, James	3.00
Reyna, Edward	1.66
Sykes, Elizabeth	4.97

OCC

Name	LHE
Akers, Thomas	1.00
Anderson, Courtney	3.00
Barton, Laurie	4.00
Bellah, Geoffrey	1.00
Berta, Melissa	7.00
Cabanel-Bleuer, Denise	3.00
Clark, Gregory	2.50
Coco, Felicia	6.00
Conner, Gregory	3.00
Desurra, Christopher	6.00
Goldman, Tamar	2.00
Hoffman, Glynis	1.00
Kagawa, Akemi	5.00
Keesler, Kathleen	3.00
Kennedy, Patrick	1.00
Lerma, Maria Del Pilar	1.00
Lohman, Benjamin	6.00
Loren, Davi	1.00
Monahan, Georgie	3.00
Obstfeld, Loretta	1.00
Obstfeld, Raymond	1.00
Parker, Peter	1.00
Polk, Sherana	6.00
Raileanu, Lia	4.00
Storm, Sara	3.00
Zitter, Jeremy	1.00

2. Substitute Faculty

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid $44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2010-11 academic year.

Golden West College
Bergman, Martha
Daugherty, Seth
Head, Anne
Krause, Alana
Le, Cathy
Magallanes, Francisco
Oberlin, Masumi
Palmer, Leslie
Peacock, Joyce
Siddiqi, Catherine

Orange Coast College
Goerrissen, Jan
Knauer, Mary
Sanchez, Sandra

Tsutsumida, Damian

3. Full time Faculty

None.

4. Part time Faculty

FALL

Assignments during the period 08/30/10-12/19/10 for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Golden West College

Christensen Jr, Walter	9.000
Justification: Full time instructor out on medical leave	
Mooreland, Eddie	1.750
Justification: Readjust teaching staff for large class	

Orange Coast College

Name	LHE
Hale, Carrie	0.500
Justification: New hire paperwork turned in late	

SPRING

Assignments during the period 01/31/11-05/29/11 for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Coastline College

Name	LHE
Amitoe'lau, Sylvia	5.625
Arlington, Patricia	1.875
Atallah, Joseph	10.000
Bai, Hannah	7.500
Baitoo, Hilda	7.500
Barnes, Stephen	7.000
Basford, Sean	9.000
Betz, Paul	6.000
Blackman, Darin	3.750
Bouley, Harold	6.500
Brown, Debra	9.000
Bund, Stefan	3.750
Caldwell, Avery	7.500
Capocciama, John	3.750
Caterina, Amy	9.375
Chambers, Malcolm	6.000
Chapman, Cheryl	7.500
Chen, Eric	9.750
Chow, Brian	5.000
Cooper, David	3.000
Crawfis, Robert	3.000
Crowley, Debra	4.750
Dawes, Arthur	5.625
DeCarlo, Joseph	3.000
DelCarmen, George	3.000
DeVoe, Todd	3.000
Elbettar, Jihad	9.000
Ely, Cynthia	9.000

Fuller, David	4.000
Gabela, Jose	3.000
Gill, Tina	10.000
Godfrey, Donald	9.000
Henry, Charles	3.000
Hoekstra, Thomas	8.000
Hurst, Geoff	7.500
Ildefonse, Nelson	9.000
Irvin, Teresa	6.000
Isbell, Donald	7.375
Jewell, Randall	4.500
Kerr, Jeffrey	7.500
Kobata, Sarah	3.000
Kroll, Stephen	7.000
Kurz, Sally	10.000
Letterman, Bryce	6.000
Long, Barbara	7.500
Lopez, Ellen	3.000
Lowther, Gene	3.000
Lui, Edward	3.750
Maharaj, Peter	8.375
Marin, Iliana	3.750
Martenuk, Stephen	3.750
Matar, Fadi	6.000
Nugyen, Frances	3.000
Oelstrom, Jeanne	3.000
Offenhauser, Tyler	3.000
Ondracek, Theodore	3.000
Osborne, Dwight	3.750
Quast, Gerald	9.000
Riley, Kevin	7.500
Rives, Nicky	5.000
Sallee, Mark	3.500
Sampson, Kevin	6.000
Sayasy, Khen	3.750
Smith, Ronald	9.000
Steddum, Michalle	5.000
St. John, Paul	5.000
Terry, Brenda	5.125
Thaler, Timothy	2.000
Tran, Toan	5.000
Watts, Susan	3.000
West, Ruth	7.500
Whitson, Stephen	8.000
Worden, Mark	5.000
Yee, Lauren	6.000
Zaki, Sohair	6.750

Golden West College

Name	LHE
Abdellateef, Marwa	9.000
Adams, Brittany	9.000
Agnew, Cassandra	9.000
Allen, Timothy	3.000
Al-Shawa, Ahmad	4.500
Anderson, Joan	6.000
Backlund Walker, Malin	8.500
Baumgartner, Bern	6.000
Becker, Craig	9.000

Berry, Debra	7.500
Birnie, Deborah	9.000
Bitting, Kenneth	3.000
Bock, Gretchen	3.750
Bowers, Elizabeth	9.000
Carle, Spencer	7.500
Cast, Steven	6.500
Christensen Jr, Walter	2.250
Collins, Michael	3.000
Crescimanno, Annamaria	9.000
Crough, Deborah	4.500
Cummins, Megan	4.500
Davidson, Matthew	3.000
Der-Mespropian, Emma	7.500
Doretti, Brett	3.000
Dunham, John	6.000
Eagle, Ryan	9.750
Eck, Brian	6.000
Evanshine, Sharon	7.500
Feher, Katherine	6.750
Fey, Robert	4.500
Field, Tami	1.630
Foroutan, Parisa	7.500
Frame, Stewart	9.000
Fraser, Mark	8.500
Frohn, Patrick	2.750
Galbraith, Milton	3.000
Gerrard, Amanda	9.000
Gerstein, Sharon	9.000
Gimenez, Alejandro	5.500
Golbuff, Kimberly	9.000
Gonzalez, Arnulfo	3.000
Greenfield, James	6.000
Greenwood, Richard	5.250
Grimes, Pierre	6.000
Hagemann, Matthew	5.250
Hager, Benjamin	7.500
Harrington Jr, Odell	3.380
Harris, Jason	3.000
Heimann, Thomas	10.000
Heneks, Kasara	7.500
Hicks, Ricky	3.000
Hockman, Anna	9.000
Hyde, William	9.000
Iwanski, Erik	4.500
Jara, Richardo	6.000
Jazayeri, Jennifer	3.000
Johnson, Daniel	7.500
Johnson, Douglas	3.000
Kaliski, Lucy	9.750
Kang, Henry	4.500
Karpenski, Joseph	9.000
Keep, Ryan	7.500
Khakibazan, Maryam	9.750
Krogfoss, William	9.000
Langdon, Spenser	9.000
Le, Thien	7.500
Lee, Doyle	3.750
Leipzig, G. Victor	7.500

Lewin, Stephen	8.259
Lindsay, Don	8.250
Long, Andy	5.250
Long, Barbara	2.130
Long, Jim	6.000
Lujan, George	9.000
Ma, Daniel	6.000
Mack, L. Joelene	4.260
Mahmood, Hassaan	7.340
Mariahazy, Laszio	3.000
Mase, F Michael	4.500
Mathias, Rick	3.000
Medina, Moises	9.000
Mendoza, Jan	9.000
Menzing, Todd	4.500
Miele, Richard	9.000
Miner, Robert	6.250
Minsky, Larry	9.000
Moore, Andrew	5.000
Moreland, Eddie	5.380
Mushet, Linda	8.000
Muzic, Renee	4.500
Nason, Jesse	7.000
Neely, Joshua	7.500
Nguyen, Frank	8.500
Nguyen, Hang Minh	7.500
Nobles, Stephanie	8.500
Odonnell, Ruth	8.500
Ontiveros, Manny	9.000
Orme, Denise	4.500
Pacheco, Pam	9.000
Palmer, Ted	4.500
Pattison, Patrick	2.000
Pawson, Gail	9.380
Pawson, John	4.250
Penner, Anita	8.500
Radecki, Tim	5.500
Rasmussen, Myrna	9.000
Ready, John	10.000
Reck, Richard	9.000
Robles, Diana	4.500
Rosales, Evangelina	7.500
Rose, Sanford	6.000
Salazar, Yvonne	7.880
Shoar, Peggita	4.500
Siebert, Paul	9.000
Sineri, Loretta	7.340
Snedeker,Mary	6.500
Somoano, Miriam	5.630
Sullivan, Maureen	4.500
Sullivan, Rebecca	4.500
Sutherland, Corine	9.000
Swendson, Paul	9.000
Tan, Jennifer	6.750
Taylor, Lisa	9.000
Thorne, Clyde	9.000
Tran, Le	9.000
Tran, Vinh	4.500
Valinluck, Michael	4.500

Wimmer, Ronda 8.250

The following GWC Part-time Police Academy Instructors to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2010-11 school year for the period 11/18/10 to 06/30/11, not to exceed 498 hours:

Arnold, Thomas
Glenn, Deborah

5. Educational Administrator

After review by the Vice Chancellor for Human Resources, it is recommended by the Chancellor that the following Educational Administrators be appointed for the terms indicated below:

Name	College	Position	Start Date	End Date
Avery, William B.	OCC	Dir Of Marine Programs	07/01/11	6/30/13
Babler, Cheryl L.	CCC	Vice President	07/01/11	6/30/13
Bachmann, Robin R.	GWC	Assoc Dean/Director St Health Center	07/01/11	6/30/12
Courchaine, Jeffrey H.	GWC	Dean	07/01/11	6/30/13
Doughty, Corine L.	OCC	Director, Career Services	07/01/11	6/30/13
Gasparian, Albert M.	GWC	Dean	07/01/11	6/30/13
Groot, Joycelyn M.	CCC	Dean Military/Contract Ed Programs	07/01/11	6/30/12
Houlihan, Janet M.	GWC	Vice President	07/01/11	6/30/13
Hudson, David D.	GWC	Dean	07/01/11	6/30/13
Jones, Danny C.	CCC	Administrative Dean	07/01/11	6/30/13
Lopez, Vinicio J.	CCC	Dean	07/01/11	6/30/13
Mendoza, Robert H.	OCC	Dean, Math & Science	07/01/11	6/30/13
Mueller, Kathryn L.	OCC	Dean	07/01/11	6/30/13
Nish, Melinda A.	OCC	Vice President	07/01/11	6/30/13
Pagel, Richard T.	OCC	Vice President	07/01/11	6/30/13
Pham, Hue T.	OCC	Dean	07/01/11	6/30/13
Pienkowski, Cynthia M.	CCC	Director, Financial Aid & EOPS	07/01/11	6/30/13
Poshek, Joseph E.	OCC	Dean	07/01/11	6/30/13
Pourzanjani, Omid A.	GWC	Dean	07/01/11	6/30/13
Rodriguez, Vincent P.	CCC	Dean, Distance Learning	07/01/11	6/30/13
Roohk, Bonita L.	GWC	Dean	07/01/11	6/30/13
Selzer, Thomas M.	OCC	Gen Mgr Food Service	07/01/11	6/30/13
Sterner, Sheri L.	OCC	Dean, Library & Institutional Research	07/01/11	6/30/13
Thompson, Dwayne E.	GWC	Assoc Dean	07/01/11	6/30/13

Wilkerson, Lois Y.	CCC	Admin Director, Workforce Econ. Dev	07/01/11	6/30/12

6. Classified Management

None.

7. Classified Staff

In accordance with Board policies and procedures, the following Classified Staff are recommended for appointment to advertised positions; these include promotions, new hires, rehires and transfers:

Promotions

Name	LOC	Title	Start Dt	Plcmt	Vacancy #
Clevenger, Julia	OCC	Executive Asst to the President (Confidential)	11/18/10	J-58-03	O-003-11

8. Reclassification and Reorganization/Reassignment

It is recommended that authorization be given for the following changes for Classified Staff:

Administrative Reassignment

Name	LOC	From	To	Effective
Markel, Vickie	DIST	DIST Level HR Project Coordinator E51	Office Assistant IV E42	01/01/11

9. Classified Temporary Assignments

It is recommended that authorization be given for the following changes for Classified Staff working temporarily Out of Class (minimum of 7.5% differential):

Name	LOC	From	To	Start Dt	End Dt	Plcmt
Crabtree, Anne	DIST	Receptnist/Clerk,Sr	Clerk, Sr	01/01/11	03/31/11	E-40-05
Dupuy, Lisa	DIST	HR Technician	Staff Aide	01/01/11	03/31/11	E-48-05
Mesenbrink, Cathy	DIST	HR Analyst	Mgr, Employment Serv & Records	11/18/10	12/03/10	G-24-03**
Mihatov, Steven	CCC	Information Sys Tech, Sr.	Application Proj Coordinator	11/01/10*	01/31/11	E-69-04

*Justification: Decision delayed due to appointment of Interim Director, Computer Services
**On call as needed

Extension of End Dates for Out of Class Assignments

Name	LOC	From	To	Action	Plcmt
De La Rosa, Jennifer	CCC	Military/Contr Educ Tech III	Special Assignment	Extend from 11/30/10 to 02/28/11	E-48-05
Keough, Janell	CCC	Military/Contr Educ Applic Coordinator	Special Assignment	Extend from 11/30/10 to 02/28/11	E-69-05

10. Hourly Staff

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or student services and special projects, or are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 1010signment has an extended end date.

Hourly/Temporary/Clerical/Secretarial, to provide clerical support including handling correspondence, maintaining files, answering phones, preparing reports and responding to public inquiries in one or more

of the following campus and/or division offices: Instruction, Student Services or Campus Operations for the time frame noted below.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Crews, Brett	CCC	11/19/10	06/30/11	120010-850101	M,T,W,TH,F
Lopez, Emmanuel	CCC	11/18/10	06/30/11	818030-847406	M,W,F
Lopez, Yardira	GWC	11/18/10	06/30/11	110001-307201	M,T,W,TH,F
Pontius, Cody	CCC	11/18/10	06/30/11	818030-847406	M,W,F
Watson, Tracy	CCC	11/19/10	06/30/11	120010-850101	M,T,W,TH,F

Hourly/Temporary/Service/Maintenance, to perform a variety of semi-skilled maintenance, janitorial and repair work on campus buildings, equipment and facilities in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Samano, Luis	OCC	11/18/10	06/30/11	110001-285201	M,T,W,TH,F

11. Substitute Classified

Haughey, Christine, OCC

12. Clinical Advisors/Summer

None.

13. Medical Professional Hourly Personnel

None.

14. Student Workers

It is recommended that authorization be given for the following hourly employment of either full time students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per semester in any college work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

Golden West College
Logan, Kelly
Manaffey, Megan
Morton, Jade
Provost, Brianna
Roberts, Jennifer
Smith, Matthew

Orange Coast College
Lierenas, Yvette
Nguyen, Amy

Information Item 3.01: 11/17/10

RECORD REQUESTS

This policy change is wrong for a number of reasons and must be rejected:

1. Requests for records must be in a written form to properly evidence the request and document the responses;

2. All requests must be directed to the Chancellor (or College President if only concerns a specific college). Running the operations of the District is the Chancellor's responsibility not the Board's, not the Board Secretary and not the Board President. This is clearly the operation of the District; the Trustees are not legally responsible nor talented to operate this District.

3. I believe this policy crosses several parameters of accreditation. This puts the Trustees running the colleges' operation and the District "interfering" with the colleges' integrity as well as confusing the times of communication and responsibilities.

4. We have never had a problem of compliance with these requests. Involving General Counsel, the Board and the complexity of these procedures increases significantly our costs in non-instructional expense, unnecessary costs and interference with the existing operations of the colleges and the administrators.

Why?

When have we had a noncompliance complaint that hasn't been worked out inexpensively without attorneys?

I have never heard of any occurrence or complaint not resolved by the administration.

Respectfully,

Walt Howald, Trustee

Information Item 3.02: 11/17/10

FOUNDATIONS

This proposed policy was never discussed by the Board President's task force, which includes me, executive directors of four foundations, general counsel, Chancellor, and President Patterson. At a minimum, this policy must be referred back to this task force for review and comment.

In addition, there are several difficulties with this policy:

1. Auxiliary entities, while controlled by a master MOA, "independent audit" oversight and bylaws approved by the Board, are to be independent and indigenous to each of their college/constitutions. They are entitled by their bylaws, previously approved, to determine who is a Director on their Board. Their meeting must be posted and anyone can attend—but this policy appoints a Trustee to be a Director on their Board!! What is the purpose of this? Someone to serve as a "spy"? Control what is said or considered by this "independent" volunteer Board? When our Board of Trustees appointed subcommittees, the Board required a public session as to the parameters of each subcommittee—what are these Trustees to do?

2. Please encourage our Foundation Boards to be creative, active and run their own operations within the parameters of the MOA and the mission of their own governing documents. Trustees or anyone can attend. Placing a designated Trustee to be a Director, even nonvoting, is an unnecessary and derogatory interference with the integrity of our, to date, very successful foundations. We already had a bad experience with KOCE where a Trustee was placed on their Board—don't do it again. Do you really want control and take over all foundations by District to be run by the Board of Trustees?—What a mistake!!

3. Placing a Trustee on the Foundation Board, even nonvoting, runs contrary to several regulations and laws, including accreditation, liability exposure, and a recent Senate bill enacted which eliminates "Directors" who are nonvoting.

Respectfully,

Walt Howald, Trustee

Coast Community College District

Administrative Services

MEMORANDUM

Date: November 17, 2010

To: Honorable Board of Trustees and Dr. Ding-Jo Currie, Chancellor

From: Andy Dunn

Re: First Quarter Report CCFS-311Q Ending September 30, 2010

The First Quarter Report is attached for your review with the following notations:

- Projected income is 1% lower than last year due to small reductions in Federal and local revenue.
- Projected expenses are approximately the same as last year.
- The available reserve for contingency is $13,500,000.

FTES are estimated at 36,103 for 2010/2011. Although the State budget includes $126 million for growth, none of these funds were included in the district adopted budget. Should the district earn all available growth funds, there will still be unfunded FTES.

If I can provide additional information, please let me know.

AD/ms

Attachments

Attachment 9

California Community Colleges
Chancellor's Office

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

District: (830) COAST

Fiscal Year: 2010-2011
Quarter Ended: (Q1) Sep 30, 2010

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Andrew Dunn

CBO Phone: 714-438-4611

CBO Signature:

Date Signed: 10-10-10

Chief Executive Officer Name: Ding-Jo Currie

CEO Signature:

Date Signed: 10/9/10

Electronic Cert Date: 10/21/2010

District Contact Person

Name: Kim Allen

Title: Admin Director, Fiscal Affairs

Telephone: 714-438-4654

Fax: 714-438-4874

E-Mail: kallen@cccd.edu

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511

Send questions to:
Christine Atalig (916)327-5772 catalig@cccco.edu or Glen Campora (916)323-6899 gcampora@cccco.edu

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CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report CCFS-311Q
VIEW QUARTERLY DATA

CHANGE THE PERIOD

District: (830) COAST

Fiscal Year: 2010-2011

Quarter Ended: (Q1) Sep 30, 2010

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2007-08	Actual 2008-09	Actual 2009-10	Projected 2010-2011
I.	**Unrestricted General Fund Revenue, Expenditure and Fund Balance:**				
A.	**Revenues:**				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	190,014,290	190,567,016	186,702,880	184,929,405
A.2	Other Financing Sources (Object 8900)	2,448	3,075	17,461	500,000
A.3	**Total Unrestricted Revenue (A.1 + A.2)**	190,016,738	190,570,091	186,720,341	185,429,405
B.	**Expenditures:**				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	188,498,979	191,053,827	185,988,908	184,443,399
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	6,710,979	2,020,556	1,819,367	2,907,032
B.3	**Total Unrestricted Expenditures (B.1 + B.2)**	195,209,958	193,074,383	187,808,275	187,350,431
C.	**Revenues Over(Under) Expenditures (A.3 - B.3)**	-5,193,220	-2,504,292	-1,087,934	-1,921,026
D.	**Fund Balance, Beginning**	28,794,303	23,601,080	21,096,788	19,698,262
D.1	Prior Year Adjustments + (-)	-3	0	-310,592	-452
D.2	**Adjusted Fund Balance, Beginning (D + D.1)**	28,794,300	23,601,080	20,786,196	19,697,810
E.	**Fund Balance, Ending (C. + D.2)**	23,601,080	21,096,788	19,698,262	17,776,784
F.1	Percentage of GF Fund Balance to GF Expenditures (E / B.3)	12.1%	10.9%	10.5%	9.5%

II. Annualized Attendance FTES:

G.1	**Annualized FTES (excluding apprentice and non-resident)**	35,614	37,299	36,103	36,103

III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2007-08	2008-09	2009-10	2010-2011
H.1	Cash, excluding borrowed funds		8,343,672	25,539,870	6,597,505
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)		8,343,672	25,539,870	6,597,505

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	**Revenues:**				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	184,929,405	184,929,405	22,396,670	12.1%
I.2	Other Financing Sources (Object 8900)	500,000	500,000	136,840	27.4%
I.3	**Total Unrestricted Revenue (I.1 + I.2)**	185,429,405	185,429,405	22,533,510	12.2%
J.	**Expenditures:**				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	183,209,058	184,443,399	29,679,742	16.1%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,407,032	2,907,032	68,490	2.4%
J.3	**Total Unrestricted Expenditures (J.1 + J.2)**	184,616,090	187,350,431	29,748,232	15.9%
K.	**Revenues Over(Under) Expenditures (I.3 - J.3)**	813,315	-1,921,026	-7,214,722	
L	Adjusted Fund Balance, Beginning	19,698,262	19,698,262	19,697,810	
L.1	**Fund Balance, Ending (C. + L.2)**	20,511,577	17,777,236	12,483,088	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	11.1%	9.5%		

V. Has the district settled any employee contracts during this quarter? YES

If yes, complete the following: ***(If multi-year settlement, provide information for all years covered.)***

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
			Permanent		Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1: 2010-11			321,440	0.8%				
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

** As specified in Collective Bargaining Agreement or other Employment Contract*

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

Salary increase formula of COLA percentage rounded to nearest .5% plus 1/2 of the growth percentage plus .75%. FY 2010-2011 is COLA at -.38% rounded to 0% plus 0% growth plus .75% additional District funds totalling .75%.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?

This year? YES
Next year? YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

2010/11 - Although Coast has adopted a responsible budget with a reserve in excess of 6%, significant risk emerges through the status of the state budget. Adopted more than 100 days into the new fiscal year, the state budget solution does not address its underlying structural imbalance and the revenue assumptions may be overly optimistic. Further, Prop 98 was suspended as a part of the adopted budget plan leaving no floor for K-14 spending.

2011/12 - We currently estimate an imbalance of approximately $3 million emerging in the 2011-12 FY and an imbalance of nearly $7 million emerging in the 2012-13 FY.

Coast Community College District

First Quarterly Report

2010-2011

All Funds

Fund	General	Child Development	GO Bond	Capital Outlay	Insurance Services	N/R Reimb Operations	Total
Assets	15,779,297	113,984	58,935,789	8,355,438	40,116,198	828,454	124,129,160
Due To System Posting	0	0	4,568	0	0	0	4,568
Liabilities	2,020,557	107,265	19,592	1	2,777	1,567,581	3,717,773
Due To/From System Posting	0	0	0	4,568	0	0	4,568
Fund Balance	13,758,740	6,719	58,920,765	8,350,869	40,113,421	-739,126	120,411,388
Beginning Balance	19,698,262	0	63,037,732	8,310,973	45,366,944	0	136,413,911
Income							
Adopted Budget	229,606,798	1,341,683	500,000	7,071,238	43,408,000	11,630,632	293,558,351
Actual	27,652,970	184,007	88,526	814,418	4,490,773	1,663,290	34,893,984
%	12.04%	13.71%	17.71%	0	10.35%	14.30%	0
Expenses							
Adopted Budget	229,606,798	1,341,683	63,537,732	15,382,211	51,254,502	11,630,632	372,753,558
Actual	33,562,547	177,288	4,205,494	774,522	9,744,296	2,402,416	50,866,563
%	14.62%	13.21%	6.62%	0	19.01%	20.66%	0
Suspense Clearing	-29,493	0	0	0	0	0	-29,493
Accrual Adjustments	-452	0	0	0	0	0	-452
Audit Adjustments	0	0	0	0	0	0	0
Fund Balance	13,758,740	6,719	58,920,765	8,350,869	40,113,421	-739,126	120,411,388

Coast Community College District Financial Status Report

First Quarterly Report Fiscal Year 2010/2011

Object	Description	Beginning Balance	Year-to-Date Transactions	Ending Balance
9110	CASH IN COUNTY TREASURY	15,857,103	-10,943,998	4,913,105
9120	CASH IN BANKS	1,784,901	-351,759	1,433,142
9125	CASH COLLECTN AWAITG DEPOSIT	924,766	-908,155	16,611
9130	REVOLVING CASH FUND	250,078	-15,431	234,647
9150	INVESTMENTS	79	0	79
9160/9169	ACCOUNTS RECEIVABLE	20,686,822	-12,423,089	8,263,733
9170	DUE FROM OTHER FUNDS	410,246	-310,246	100,000
9220	PREPAID EXPENSES	6,894	-6,894	0
9230	PREPAID EXPENSE/MID-MONTH	0	817,980	817,980
	Total Assets	39,920,889	-24,141,592	15,779,297

Object	Description	Beginning Balance	Year-to-Date Transactions	Ending Balance
9510	ACCOUNTS PAYABLE	2,059,415	-1,721,728	337,687
9511	MISC ACCRUALS YR-END	7,624,413	-6,713,166	911,247
9512	DEPOSIT REFUNDABLE	99	0	99
9514	ACCRUED PAYROLL PAYABLES	159,403	-159,403	0
9519	ACCTS PAYABLE ACCRUALS	278,170	-256,506	21,664
9520	DUE TO OTHER FUNDS	3,402,603	-3,402,603	0
9540	DEFERRED INCOME	5,913,543	-5,913,543	0
9541	CAPITAL LEASES	0	0	0
9550	SUMMER PAY WITHHELD	40,707	-36,170	4,537
9552	CALIF USE TAX PAYABLE	2,236	1,493	3,729
9555	CA NON-RESIDENT W/H PAYABLE	582	-444	138
9571	ACCRUED VACATION	741,457	0	741,457
	Total Liabilities	20,222,628	-18,202,071	2,020,557

Object	Description	Beginning Balance	Year-to-Date Transactions	Ending Balance
9711	NON-DESIGNATED FUND BALANCE	20,008,853	-310,591	19,698,262
9712	YEAR END APPROPRIATIONS	0	0	0
9713	ACCOUNTS RECEIVABLE ADJUSTMTS	0	-44	-44
9714	AGCOUNTS PAYABLE ADJUSTMENTS	-310,591	310,183	-408
		19,698,262	-453	19,697,809
	Fund Balance as of September 30, 2010			19,697,809
	Plus Total Revenues			27,652,970
	Less Total Expenditures			33,562,547
9910	Plus Suspense Clearing			-29,493
9918	Less Suspense A Payroll			0
9919	Less Suspense B Payroll			0
	Fund Balance as of September 30, 2010			13,758,740

Object	Description	Adjusted Budget	Actual
8120	HIGHER EDUCATION ACT	1,332,076	29,033
8130	WORKFORCE INVESTMENT ACT	5,208,700	4,247
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	114,519	0
8170	VOC&APPLIED TECH EDUCATION ACT	2,056,563	0
8199	OTHER FEDERAL REVENUE	171,150	1,236
Sub Total	**8100 FEDERAL REVENUE**	**8,883,008**	**34,517**
8612	STATE GENERAL APPORTIONMENT	65,350,000	43,255
8619	OTHER GENERAL APPORTIONMENTS	566,000	0
8622	EXTENDED OPPORTUNITY PROG &SVS	1,750,285	0
8623	DISABLED STUDENTS PROGRAMS&SVS	1,672,918	0
8624	CALWORKS	355,793	0
8625	TELE TECH INFRASTRUCTURE PROG TTIP	35,821	35,821
8629	OTHER CATEGORICAL APPORTIONMT	6,183,538	2,311,216
8653	INSTRUCTIONAL IMPROVEMENT GRT	256	256
8654	MIDDLE COLLEGE	0	0
8659	OTHER CATEGORICAL PROGRAMS	539,799	10,152
8672	HOMEOWNERS PROPERTY TAX RELIEF	700,000	0
8681	STATE LOTTERY PROCEEDS	5,028,622	378,622
8682	STATE MANDATED COSTS	0	0
Sub Total	**8600 STATE REVENUE**	**82,183,032**	**2,779,322**
8811	DISTRICT TAXES - SECURED ROLL	78,900,000	0
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	1,500,000	438,688
8813	DISTRICT TAXES-UNSECURED ROLL	1,500,000	2,221,570
8816	DISTRICT TAXES-PRIOR YEAR	5,000,000	2,568,094
8817	EDU REVENUE AUGUMENTATION FUND	0	0
8818	REDEVELOPMENT PROPERTY TAXES	400,000	210,333
8831	CONTRACT INSTRUCTION	50,000	4,047,834
8840	SALES	100,000	7,717
8850	RENTALS	2,172,000	312,929
8861	INTEREST & INVESTMENT INCOME	400,000	284,857

Object	Description		Adjusted Budget	Actual
8871	CHILD DEVELOPMENT SERVICES		480,500	102,987
8874	ENROLLMENT FEES		12,800,000	6,884,776
8876	HEALTH FEES		1,819,711	1,496,690
8877	INSTRUCT MATERIAL FEES		755,606	346,734
8879	STUDENT RECORDS		230,000	33,257
8880	NON RESIDENT TUITION		7,525,000	4,251,004
8881	PARKING FEES		1,993,437	454,486
8889	OTHER STUDENT FEES		119,721	440,483
8892	TELECOURSE REVENUE		955,000	0
8893	PARKING FINES		593,684	133,748
8899	OTHER LOCAL INCOME		1,504,418	466,104
Sub Total	**8800**	**LOCAL REVENUE**	**118,799,077**	**24,702,292**
8912	SURPLUS PROPERTY SALES		500,000	136,840
8914	GAIN ON SALE OF ASSESTS		0	0
8981	INTERFUND TRANSFERS		0	0
Sub Total	**8900**	**OTHER FINANCING SOURCES**	**500,000**	**136,840**
		TOTAL REVENUE	**210,365,117**	**27,652,970**

Object	Description	Adjusted Budget	Actual
1100	INSTRUCTORS REG CONTRACT	35,077,522	6,771,885
1200	NON-INSTRUCTNL REG CONTRACT	14,050,351	3,227,336
1300	INSTRUCTORS HOURLY	22,346,582	2,818,799
1400	NON-INSTRUCTNL HOURLY	2,473,861	447,188
Sub Total	**1000 CERTIFICATED SALARIES**	73,948,316	13,265,207
2100	NON-INSTR CLASSIF REG CONTRACT	43,338,987	6,969,081
2200	INSTR CLASSIF REG CONTRACT	3,787,241	501,679
2300	NON-INSTRUCTIONAL, HOURLY	3,882,985	494,773
2400	INSTRUCTIONAL HOURLY	867,995	82,686
Sub Total	**2000 CLASSIFIED SALARIES**	51,877,208	8,048,219
3000	EMPLOYEE BENEFITS		
3100	STRS-STATE TEACHERS RETIREMENT	2,354,020	-67,933
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	3,721,291	531,167
3300	OASDI-OLD AGE/SURVIVORS/DISABILTY INS	5,403,757	874,917
3400	HEALTH & WELFARE BENEFITS	4,433,121	782,500
3500	STATE UNEMPLOYMENT INS	19,420,472	1,751,608
3600	WORKERS COMPENSATION INS	693,558	-15,503
3700	LOCAL RETIREMENT SYSTEM	1,637,208	385,068
3900	OTHER BENEFITS	11,139,700	1,113,970
Sub Total	**3000 STAFF BENEFITS**	0	0
		48,803,127	5,355,794

Object		Description	Adjusted Budget	Actual
4200		OTHER BOOKS	20,633	392
4300		INSTRUCTINL SUPPLIES	4,243,939	503,120
4400		MEDIA SUPPLIES	49,522	1,969
4600		FUEL, OIL & REPAIR PARTS	390,729	77,291
4900		OTHER SUPPLIES	0	0
Sub Total	**4000**	**BOOKS, SUPPLIES & MATERIALS**	4,704,823	582,772
5000		INDIRECT EXPENSE CHARGEBACK	249,242	11,168
5100		PERSONAL AND CONSULTANT SERVICES	889,406	52,914
5200		TRAVEL AND CONFERENCES	658,760	75,139
5300		DUES AND MEMBERSHIP	308,488	105,530
5400		INSURANCE	1,495,877	1,349,748
5500		UTILITIES	5,256,990	939,925
5600		RENT, LEASES AND REPAIRS	6,871,614	1,917,798
5700		LEGAL, ELECTION AND AUDIT EXPENSES	2,401,427	343,138
5800		OTHER OPERATING EXPENSES AND SERVICES	5,242,259	784,769
5900		OTHER	2,902,180	0
Sub Total	**5000**	**CONTRACT SERVICES, OPERATING EXPENSES**	26,276,242	5,580,129
6100		SITE IMPROVEMENTS	11,000	0
6200		BUILDING IMPROVEMENTS	33,912	7,825
6300		BOOKS (NEW)	98,055	34,214
6400		EQUIPMENT AND LEASE PURCHASE	2,582,782	429,974
Sub Total	**6000**	**CAPITAL OUTLAY**	2,725,749	472,012
7300		INTERFUND TRANSFER OUT	2,935,032	67,000
7500		STUDENT FINANCIAL AID	149,859	17,465
7600		OTHER PAYMENTS TO OR FOR STUDENTS	865,787	173,948
7900		RESERVE FOR CONTINGENCIES (BUDGET ONLY)	17,777,236	0
Sub Total	**7000**	**OTHER OUTGO & RESERVES**	21,727,914	258,413
		TOTAL EXPENDITURES	230,063,379	33,562,547

Action Item 22.09 District: 11/17/10

INCREASE AND EXTENSION OF CONTRACT

1. Without evaluation, and without competitive bidding, this is a gift of at least $112,500 plus $5,400 in expenses to the Board President's friend and a contractor who many donate to political campaign for Trustee positions. The perception, if not the fact, is a terrible example to all to whom this Board owes fiduciary responsibilities. Competitive bidding, evaluations and vetting help correct if there is misperception.

2. I have not seen any performance evaluation such as the monies and number of contracts, grants or projects brought to the District from this contractor's efforts. Further, with changes politically, I do not believe the opportunities in the near future for performance will be available. We have not even vetted this among our staff as to the need for this contractor.

3. Providing an automatic 25% increase when we are not able to pay for instructional equipment repairs, classes for students and benefits for teachers is ridiculous. Cut back now by not extending this contract and thereby save at least the $5,000 month we have been spending. Also, a contract for over a year is not appropriate and may not be legal, and without any opportunity to review in advance.

4. We must eliminate contract expenses, especially those without competitive bidding and unnecessary. Our legal fees have increased by over $400,000 or the equivalent of nearly 100 sections of classes!! Why does this Board cut teachers and students but increase the payment of legal fees to one law firm, without bidding, of which the Board President was a partner? The perception and the practice must be stopped now. We do not need "perfect" contacts and "perfect" Board meetings, especially when we had no complaints nor litigation handled otherwise by our existing staff before.

This Board's legal services are a luxury we cannot afford.

Respectfully

Walt Howald, Trustee

COAST COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES' DIRECTIVES LOG
Prepared by the Secretary of the Board of Trustees

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
1	Nov 17, 2010	Mary Hornbuckle 2nd Walt Howald	Board Clerk/Board Secretary	Provide report on work activities performed by Townsend Public Affairs	February 2, 2011	P
2	Nov 17, 2010	Mr. Moreno 2nd Ms. Hornbuckle	Chancellor	Refer Bullying Report to a Policy Task Force to provide a draft policy on Bullying at a future Board Meeting.	Pending	P
3	Nov 17, 2010	Mary Hornbuckle 2nd Jerry Patterson	Chancellor	Provide report on District transfers to UC and Cal State Universities.	Pending	P
4	Nov 17, 2010	Jerry Patterson 2nd Jim Moreno	Chancellor	Provide status report on review of Board policies.	Pending	P
5	Nov 17, 2010	Lorraine Prinsky 2nd Walt Howald	Chancellor	Request for a future update from November 2009 report on OCC Student Funding matters.	Pending	P
6	Nov 17, 2010	Ms. Hornbuckle, 2nd Mr. Howald	Chancellor	Refer Policy 010-2-28 (BP 2228) Trustees Serving on Boards of Ancillary Organizations through the Task Force to the Foundation Directors for their input.	February 2, 2011	P
7	Sept 15, 2010	Walt Howald 2nd Mary Hornbuckle	Vice Chancellor of Human Resources	Request for a brief report on Ratio of Managers to Faculty compared to other districts.	December 8, 2010	P
8	Aug 19, 2010	Mary Hornbuckle; 2nd Lorraine Prinsky	Chancellor/District General Counsel	Review Agreement with Time Warner Cable for the purpose of utilizing a dedicated circuit connection between Golden West College data network and Time Warner Cable, and return to the Board in August 2011 for reconsideration.	August 2011	P
9	May 19, 2010	Jim Moreno; 2nd Walt Howald	Chancellor / Vice Chancellor of Administrative Services	Provide the Board with a comprehensive report to include a two-year and five-year plan of what the District's anticipated Information Technology needs are, or are projected to be.	April 6, 2011	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
10	Dec 9, 2009	Lorraine Prinsky; 2nd Walt Howald	Chancellor	Provide the Board with frequent updates on the District's compliance with the 50% Law and FON, and provide the Board with an understanding of the impact of the ENDS Program on the 50% Law	Ongoing	P
11	July 16, 2008	Walt Howald; 2nd Jim Moreno	Chancellor	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication. Written status report on progress of President Obama's American Graduation Initiative.	Ongoing	P
12	Sept 17, 2008	Jim Moreno; 2nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Spring 2011	P
13	Sept 17, 2008		Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	May 18, 2011	P
14	Sept 17, 2008	Board	Chancellor	Refine and advance the relationship among the three colleges and District Office, including creation of District-wide governance bodies and assumption of a more directive and active role for the Chancellor's Office. The result will be active coordination of the District's various components. While the District will work through its three colleges, the Chancellor's Office will play a more significant role in directing the colleges to collaborate, respond to local need, and allocate funding accordingly.	January 19, 2011	P

CONFIDENTIAL EMPLOYEES PERSONNEL POLICIES
(Employee Status)

080-1-1
Revised 07/18/2007
Revised xx/xx/xxxx

DEFINITION OF CONFIDENTIAL EMPLOYEE

~~In accordance with SB253, which was approved by Governor Schwarzeneggr and filed with the Secretary of State in August 2003,~~ Pursuant to the Educational Employment Relations Act, Section 3540.1(c) of the *Government Code*, ~~the definition of a C~~confidential employee ~~is as follows:~~

> ~~A "Confidential" employee~~ means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

The Coast Community College District is committed to adhering to ~~the~~ this definition ~~Government Code~~ when determining placement of staff members into the Confidential Unit.

~~Government Code Sections 3540.1, 3544.1 and 3544.7~~

FIRST AMENDMENT TO
EDUCATION AFFILIATION AGREEMENT

THIS FIRST AMENDMENT TO EDUCATION AFFILIATION AGREEMENT ("First Amendment") is made and entered into by and between Catholic Healthcare West, a California nonprofit public benefit corporation doing business as St. Bernardine Medical Center ("Hospital"), and Coast Community College District on behalf of Orange Coast College ("Entity"), amending that certain Education Affiliation Agreement entered into by the parties and dated effective September 1, 2009 (the "Agreement").

RECITALS

WHEREAS, Hospital and Entity desire to amend the Agreement to provide for certain changes in their obligations thereunder and to enter into this First Amendment in order to document those mutually agreed upon changes.

FIRST AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The parties hereby amend Section 3.15 of the Agreement to read as follows:

> "Entity represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and the General Services Administration list of parties excluded from participation in federal health care programs (collectively the "List") no more than thirty (30) days prior to the first day of any Student participating in field experience at the Hospital, and every six (6) months thereafter, and shall provide proof to Hospital that Entity, nor any of Entity's employees, Students, agents, or personnel, appear on said List. Further, Entity represents and warrants that Entity, and no Student or personnel, is subject to sanction or exclusion from participation under any Federal or State health care program. In the event that Entity becomes so sanctioned or excluded, Hospital may immediately terminate this Agreement. In addition, any Student or personnel of Entity who become so sanctioned or excluded during the term of this Agreement shall be immediately removed by Entity and shall be thereafter excluded from the provision of services under this Agreement. Removal of any excluded Student pursuant to this Section shall not preclude Hospital's right to immediately terminate this Agreement."

2. The parties hereby amend Section 3.16 of the Agreement to read as follows:

> "Entity represents and warrants that prior to Student's participation in the Program, it has engaged an independent entity to conduct a background screening as required hereunder, and that each Student has successfully completed a criminal background check in accordance with the CHW standards set forth in Exhibit E-1, background screening scoring guidelines. The background screening shall include (at a minimum) a state and county criminal history investigation where the Student resides and where the Hospital is located ("Background Information") and a search of the National Sex Offender Registry ("Registry"). Any criminal history identified shall be reported to the Hospital prior to Student's participation in the Program, in accordance with Exhibit E-1. Entity shall provide Hospital with an executed original of Exhibit E, attached hereto, prior to any Student's participation in the Program. For Students under the age of eighteen (18) years, Entity shall secure at least one (1) recommendation from a reliable, non-related source (e.g. teacher, counselor, or pastor) and forward same to the Hospital prior to the Student beginning training at the Hospital."

3. The parties hereby amend the first sentence of Section 8 of the Agreement to read as follows:

> "Term. Notwithstanding the initial commencement and expiration dates of this Agreement, the term of this Agreement shall be renewed effective September 1, 2010 ("Renewal Effective Date") through August 31, 2011, commencing on the Renewal Effective Date, unless sooner terminated as otherwise provided for hereunder, and may be renewed by mutual written agreement of the parties."

4. The parties hereby amend Exhibits E and E-1 of the Agreement by replacing Exhibits E and E-1 with the attached Exhibits E and E-1.

5. All other terms and conditions of the Agreement shall remain unchanged, and except as expressly modified by this First Amendment, the Agreement shall remain in full force and effect.

6. This First Amendment may be executed by the parties in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO FIRST AMENDMENT TO EDUCATION AFFILATION AGREEMENT

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed at San Bernardino, California to be effective as of the Renewal Effective Date.

Hospital:

Catholic Healthcare West, a California nonprofit public benefit corporation doing business as St. Bernardine Medical Center

By:_____

Its: President / CEO

Date:_____, 2010

Entity:

Coast Community College District on behalf of Orange Coast College

By:_____

Its:_____

Date:_____, 2010

EXHIBIT E

Joint Commission Requirement

Criminal Background Verification

Coast Community College District on behalf of
Orange Coast College
1370 Adams Avenue
Costa Mesa, CA 92626

In 2004 the Joint Commission ("JC") implemented a new standard requiring that employees, volunteers and students who provide care, treatment and services to patients undergo a background check. Consistent with the terms of this Agreement, it is the responsibility of the Entity to conduct the criminal background check for each Student, Entity employee, or agent prior to their presence on our campus. Any Student, Entity employee, or agent that does not successfully pass in accordance with the Background Screening Scoring Guidelines, as attached hereto as Exhibit E-1 shall not participate in the Program unless and until Hospital agrees to accept said Student, Entity employee, or agent in writing.

Your signature on this Exhibit E acknowledges the Entity's obligation to comply with this new standard and with its the responsibilities as defined in the Agreement. Entity agrees to comply with this standard for all Students and Entity employees and agents participating in this Program. Please sign and date this Exhibit E, and return Exhibit E with the signed Agreement to:

Hospital : St. Bernardine Medical Center
Attention : Doreen Lim
Address : 2101 N. Waterman Ave
San Bernardino CA 92404

Thank you.

Entity :_____

Name :_____ Title :_____

Signature:_____ Date :_____

EXHIBIT E-1

Background Screening Scoring Guidelines

Definitions

- Non-Conviction: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
    - Passing: Non-Conviction leading to charge being dismissed, Nolle Prosse, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
    - Failing: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prosse or Nolle Prosequi.
    - Provisional: Any active or pending case.
- Passing Disposition: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prosse, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- Failing Disposition: Any disposition resulting in a Conviction or Non-Conviction (adjudication differed/withheld) that has **not** led to the case being dismissed or expunged.

Pass

Score all candidates as "Pass" for the following conditions:

- Any Misdemeanor or Felony crime with a Passing Disposition.
- Any misdemeanor (or lower) traffic violations (DUI is not considered a traffic violation).
- Any Misdemeanor with a disposition date older than 7 years, **with the exception of any Misdemeanor violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.**
- For California Facilities:
    - Any Felony with a disposition date older than 7 years, **with the exception of any Felony violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.**
    - Any Misdemeanor Marijuana offense over two years old in the state of California.

Provisional: MUST ADVISE HOSPITAL AND REQUEST CONSIDERATION FOR ANY INDIVIDUALS WITH A PROVISIONAL SCORE PRIOR TO ACCEPTANCE OF SUCH INDIVIDUALS.

- Any Misdemeanor or Felony case that is currently active or pending.
- Any SSN Trace where SSN was reported used in Death Benefits Claim.
- Any outstanding warrants.
- Non-California Facilities:
- Any Felony with a failing disposition that is greater than 7 yrs old.
- Any Misdemeanor crime with a Failing Disposition greater than 3 years but less than 7 years old*.
- Any Bankruptcy within the last ten years or tax liens within the last seven years.
- Any other finding determined to be significant enough for further review.

Fail

Score all candidates as "Fail" for the following conditions:

- Any case with a Failing Disposition for Misdemeanor or Felony violent crimes, nonconsensual sexual crimes, and crimes against children regardless of elapsed time from disposition date.
- Any other Felony crime with a Failing Disposition within the last 7 years.
- Any Misdemeanor crime with a Failing Disposition within the last 3 years*.
- Any Controlled Substance Offense (misdemeanor or felony) with a Failing Disposition within the last 7 years*.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.

040-7-2(BP 3301)
Revised 8/20/86
Revised 9/22/93
Revised 07/15/98
Revised 12/10/03

Revised xx/xx/xx

INSPECTION AND COPYING OF PUBLIC RECORDS

In accordance with the California Public Records Act ("CPRA" -- Government Code sections 6250 et seq.) ~~the following~~ this policy ~~shall~~ governs issues relating to access to and copying of public records ~~under the jurisdiction~~ of the Coast Community College District.

~~INSPECTION OF PUBLIC RECORDS~~

A. A request to inspect or copy public records ~~Shalls~~should be in writing, if possible, and requesters should be encouraged to use the District's standard Public Records Request form, although use of this form is not mandatory. The written request should ~~and shall~~ identify with reasonable particularity the records in question.

~~Will be made sufficiently in advance of the date of inspection so as to permit the district or college administration to assemble the records that are exempt from disclosure~~

B. Public records requests may be delivered by mail, email, facsimile, or in person to the Office of the Board Secretary ~~college president, Chancellor or designee, as appropriate.~~ Requests received by other offices, departments, or employees should be forwarded promptly to the Office of the Board Secretary.

C. If there are questions about the meaning of the request, the Board Secretary will contact the requester to clarify the request, and, where applicable, will assist the requester to make a focused and effective request by doing the following, to the extent reasonable under the circumstances: (i) assist the requester to identify records that are responsive to the request; (ii) describe the information technology and physical location in which the records exist; and (iii) provide suggestions for overcoming any practical basis for denying access to the records sought.

D. For routine requests for District public records that are readily accessible, which have previously been made available to the public, and which are clearly not exempt from disclosure under the CPRA, such as agendas, minutes, budgets, and resolutions, the District will allow inspection or provide copies as soon as possible.

~~1.~~E. For non-routine requests, General Counsel should be consulted.

~~6.~~F. The District will develop standardized responses to requests for public records, and will provide a written response within the time frames set forth in the CPRA, usually within 10 days.

G. The ~~college or district administration~~ Board Secretary will determine a reasonable time and place for the inspection of requested public records during normal business hours, and ~~shall~~will advise the person requesting to inspect the public records of such time and place.

~~8.~~H. A request to copy a public record will be subject to ~~shall be accompanied by~~ an advance fee or deposit of 20~~10~~ cents per page. This fee is deemed sufficient to reimburse the District for the direct costs of duplication. ~~If the college or district administration determines that extraordinary staff services will be required in any individual case, the fee shall be the District's actual costs. For purposes of determining the District's actual costs of providing a copy, the district administration shall consider the cost to the District of using a copy machine or other equipment and all materials related thereto (e.g., paper and chemicals); the staff time necessary to assemble, copy, collate, fasten, and deliver the public records to the requesting person; and postage, if applicable~~ If records are requested in an electronic format, the requester must pay the cost of producing a copy of the record, including the cost to construct the record and the cost of programming and computer services necessary to produce a copy of the record.

~~C.~~I. Records that are exempt from public disclosure may not be inspected or copied, and if only a portion of a record is exempt from disclosure, such portion will be redacted prior to inspection or copying. Examples of ~~such~~ records are those that are exempt from public disclosure by state or f~~F~~ederal law and include ~~(such as~~ certain student records~~)~~, certain preliminary drafts not retained by the District in the ordinary course of business, records pertaining to litigation, records protected by attorney-client privilege ~~and legal advice~~, personnel or medical files (the disclosure of which would amount to an unwarranted invasion of privacy), test questions, ~~and~~certain information provided to the District on a confidential basis, and trade secret and certain other proprietary information of the District. If a request for records is denied, in whole or in part, the notification of such denial will include the name and title of the District official responsible for denying access.

J. The ~~college or district administration~~ Board Secretary shall maintain a record of ~~the~~all CPRA requests and the ~~time and place identified for inspection pursuant to the request~~ District's responses.

~~COPYING OF PUBLIC RECORDS~~

~~A.A request to copy a public record and the college or district administration's reply thereto shall be made in the same way as identified above for inspection of public records.~~

~~B.A request to copy a public record shall be accompanied by an advance fee or deposit of 10 cents per page. This fee is deemed sufficient to reimburse the District for the direct costs~~

~~of duplication. If the college or district administration determines that extraordinary staff services will be required in any individual case, the fee shall be the District's actual costs. For purposes of determining the District's actual costs of providing a copy, the district administration shall consider the cost to the District of using a copy machine or other equipment and all materials related thereto (e.g., paper and chemicals); the staff time necessary to assemble, copy, collate, fasten, and deliver the public records to the requesting person; and postage, if applicable~~

~~D.~~K. The ~~college or d~~District ~~administration shall~~ is not ~~be~~ required to generate information that does not exist in an existing public record ~~n~~or to create a record that does not already exist.

L. Nothing in this ~~p~~Policy is intended to expand or limit the applicable requirements of the CPRA.

Government Code sections 6250 et seq.
~~Government Code 6253, 6257~~

COAST COMMUNITY COLLEGE DISTRICT
INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

1. **Parties.** The Coast Community College District ("District") and **JoAnn Busenbark** ("Administrator") hereby enter into this Interim Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** The District hereby employs Administrator as Interim **Director of Accessibility Center for Education (ACE).**

3. **General Terms and Conditions of Employment**. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the Chancellor or the Board of Trustees.

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing on **12/20/10**, and ending on the day prior to the commencement of employment of the successor to this position, or on **01/21/11**, whichever is earlier. This Agreement is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code.*

6. **Salary.** Administrator shall be placed on the Academic Management Salary Schedule **DD**, step **07**, range **16 ($6,619.58/month).**

7. **Health and Welfare Benefits.** District shall provide Administrator with all health and welfare benefits that are granted to other District administrators.

8. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.

9. **Evaluation.** Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.

10. **Termination of Agreement**. The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.

11. **Prior Position.** If Administrator was employed by the District immediately prior to the commencement of this Agreement, then Administrator shall return to the prior position, upon termination or expiration of this Agreement.

12. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

13. **Entire Agreement**. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

14. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

_____	_____
President, Board of Trustees	Date
_____	_____
Administrator	Date

COAST COMMUNITY COLLEGE DISTRICT
INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

1. **Parties.** The Coast Community College District ("District") and **Christine P. Nguyen** ("Administrator") hereby enter into this Interim Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** The District hereby employs Administrator as Interim **Vice President, Administrative Services.**

3. **General Terms and Conditions of Employment**. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the Chancellor or the Board of Trustees.

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing on **12/09/10**, and ending on the day prior to the commencement of employment of the successor to this position, or on **6/09/11**, whichever is earlier. This Agreement is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code.*

6. **Salary.** Administrator shall be placed on the Academic Management Salary Schedule **DD**, step **04**, range **34 ($10,005.083/month).**

7. **Health and Welfare Benefits.** District shall provide Administrator with all health and welfare benefits that are granted to other District administrators.

8. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.

9. **Evaluation.** Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.

10. **Termination of Agreement**. The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.

11. **Prior Position.** If Administrator was employed by the District immediately prior to the commencement of this Agreement, then Administrator shall return to the prior position, upon termination or expiration of this Agreement.

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14. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

President, Board of Trustees	Date
Administrator	Date



Orange County Quality Improvement System (OC QIS)
July 1, 2010 to June 30, 2011

MEMORANDUM OF UNDERSTANDING

{Coast Community College District, Orange Coast College Early Childhood Education Lab School)}

We are pleased that ***{Coast Community College District, Orange Coast College Early Childhood Education Lab School)}*** (Agency) have chosen to participate in the 2010 to 2011 Orange County Quality Improvement System (OC QIS) project developed by the Orange County Department of Education to provide assistance in understanding and advocating for the enhancement of quality early care and education in Orange County.

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Department of Education (OCDE), Services for Early Education & Development (SEED) and ***{Coast Community College District, Orange Coast College Early Childhood Education Lab School)}***, and defines the terms of your Agency's participation in the OC QIS project and will become a binding agreement once signed by OCDE/SEED and Agency representatives. The spirit of this MOU is one of partnership and cooperation. It sets forth responsibilities of each party to the MOU.

Failure to meet the Agency responsibilities listed below may result in suspension from all project activities.

The term of this MOU shall commence upon signature of this document by both parties and will conclude upon written notification from either party.

I. ORANGE COUNTY DEPARTMENT OF EDUCATION RESPONSIBILITIES:

A. Project Components

1. OCDE/SEED will provide innovative practices in early care and education including training and technical assistance at no cost contingent upon funding.
2. OCDE/SEED will recruit new Agencies in targeted disadvantaged areas in Orange County for participation in the OC QIS project.
3. OCDE/SEED agrees to raise parent and community awareness of Agencies participating in OC QIS through marketing and promotional materials.
4. As part of the OC QIS process, OCDE/SEED will refer families to community resources such as dental, vision, hearing, and speech services by utilizing the community resource list, the 211 information and referral service, and the Children and Families Commission of Orange County School Readiness Coordinator Network.
5. OCDE/SEED will provide templates of all OC QIS forms and the OC QIS logo to be used on program and marketing materials.
6. OCDE/SEED will provide sites with the OC QIS banner to be displayed in the Agency.

7. OCDE/SEED will provide a follow-up coaching phone call once all documents are received.
8. **Agency Autonomy:** OCDE/SEED supports the right of the Agency to determine and administer its policies, programs, services, and budget, except those provisions voluntarily relinquished with the acceptance of this agreement.
9. **Inclusiveness and Diversity:** OCDE/SEED will fully comply with all applicable laws concerning unlawful discrimination. OCDE/SEED will encourage all agencies, as a system, to be inclusive and serve individuals, regardless of their ethnicity and race, religion, ancestry, age, gender, sexual orientation, marital, health, or socio-economic status, physical or mental disability, or geographic location within Orange County. OCDE/SEED agrees to provide resources and referrals for training and technical assistance regarding inclusive and culturally sensitive practices.

B. **Cross-Promotion**

1. Privacy rules – OCDE/SEED will not release personal information regarding any agency or its employees.
2. OCDE/SEED agrees to list Agency name on our OC QIS marketing materials including the website with the opportunity for a hyperlink to Agency's site.
3. Notices to OCDE/SEED shall be addressed to:

The Orange County Department of Education

200 Kalmus Drive

Costa Mesa, CA. 92628

Attention Mary Johnson

mjohnson@ocde.us or 714-327-1076

II. AGENCY RESPONSIBILITIES:

A. **Project Components**

1. Centers who have been rated under the United Way Star-Quality model agree to continue to meet the required criteria in order to maintain their current star level.
2. Agency Director will complete an online Program Profile provided by OCDE/SEED.
3. Agency Director or designated representative agrees to attend 3 of the 4 Directors Forums scheduled this year.
4. Environmental Rating Scale (ERS) Assessment:
   a) Agency Director or designated representative will attend (1) ERS training.
   b) Agency Director or designated representative will train teachers on the ERS instrument within (1) month of receiving training materials.
   c) Agency Director will support teachers in conducting a complete ERS assessment in their classroom. It is recommended that all teachers conduct the ERS assessment within (2) months of the training.
   d) Agency Director will support teachers in the completion of a Quality Improvement Plan (QIP) for items scoring less than (5) within one month of the classroom assessment completion.

e) Agency Director will review all Quality Improvement Plans.
f) Agency Director will submit a copy of each classroom score sheet and the QIPs to OCDE within (1) month of the classroom assessment completion.

5. Agency Director will distribute and facilitate the completion of Individual Professional Growth Plans (IPGP) for all staff. Copies of these documents are to be returned to OCDE/SEED.
6. Agency Director agrees to keep their center in good standing with Community Care Licensing.
7. **Inclusiveness and Diversity** - Agency agrees to fully comply with and support all laws concerning non-discrimination. Nothing in this MOU shall be used to lessen the sectarian nature of the Agency. Similarly, nothing in this MOU shall be used to interfere with Agency's Board- or Owner-approved policies and staffing requirements.

B. **Cross-Promotion**

1. Agency agrees to market and support OCDE/SEED OC QIS trainings by attending and providing information to others who may want to attend.
2. Agency will display OC QIS banner in a visible location inside or outside the Agency.
3. Agency agrees to assist OCDE/SEED with OC QIS media products, including press releases, marketing materials, photographs, hosting site visits, and any other information relevant to the program.

C. **Notification of Changes to OCDE/SEED**

Agency must notify OCDE/SEED within 30 days if there is a change in the Agency's Executive Director (ED), Child Care Center Director, Owner or other changes that significantly impact this MOU. An amended MOU must be signed if there is a change in Agency ED or Owner. Notices to Agency shall be addressed to:

Suzanne M. Jaglowski - Director
OCC Early Childhood Lab School
2701 Fairview Road
Costa Mesa, CA. 92628-5005

Agency agrees to comply with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations, and permits that now or may in the future become applicable to Agency, Agency's operations, equipment and personnel engaged in the operations covered by this MOU or accruing out of the performance of such operations.

Agency acknowledges and agrees that OCDE/SEED will retain sole copyright ownership of all educational curriculum and professional development materials developed for the OC QIS project.

In the interest of public health, OCDE provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted by the Orange County Superintendent of Schools on behalf of OCDE, pursuant to Superintendent's Policy 400.7 adopted on June 18, 1996. Failure to abide with conditions of this policy could result in termination of this MOU.

OCDE/SEED and Agency agree to defend, indemnify, and hold each other, and their respective officers, employees, and agents harmless from any claims, demands or liabilities of any kind or nature, including but not limited to personal injury and property damage arising from or related to this MOU, except for OCDE's or Agency's negligent performance pursuant to this MOU.

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, concerning the subject matter herein.

This MOU shall become effective upon execution by Agency.

This MOU may be modified, in writing, by mutual consent of the parties.

This MOU may be terminated by either party before the term expires by giving thirty (30) days written notice by either party.

This MOU may be renewed for additional one year terms by mutual written consent of the parties.

This MOU is provided in duplicate. Please sign the original and copy and return to:

Cathy Wietstock, Administrator
Orange County Department of Education
Instructional Services Division – Early Childhood Education
200 Kalmus Drive
Costa Mesa, CA. 92628
714-327-8195
cwietstock@ocde.us

Upon countersignature by the Orange County Department of Education, a copy will be returned for Agency's records

AGREED:

{Coast Community College District, Orange Coast College Early Childhood Education Lab School)}

Executive Director or Owner, if applicable (Signature)	Date
Suzanne Jagłowski	11-17-10
Child Care Center Director (Signature)	Date
Board Chair, if applicable (Signature)	Date

Orange County Department of Education

Signature	Date
Title	

Orange County Quality Improvement System

WILLIAM M. HABERMEHL
County Superintendent of Schools

SEED Services for Early Education & Development

Orange County
Quality Improvement System

Orange County Quality Improvement System (OC QIS)
July 1, 2010 to June 30, 2011

MEMORANDUM OF UNDERSTANDING

{Coast Community College District, Orange Coast College Harry and Grace Steele Children's Center)}

We are pleased that ***{Coast Community College District, Orange Coast College Harry and Grace Steele Children's Center)}*** (Agency) have chosen to participate in the 2010 to 2011 Orange County Quality Improvement System (OC QIS) project developed by the Orange County Department of Education to provide assistance in understanding and advocating for the enhancement of quality early care and education in Orange County.

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Department of Education (OCDE), Services for Early Education & Development (SEED) and ***{Coast Community College District, Orange Coast College Harry and Grace Steele Children's Center)}***, and defines the terms of your Agency's participation in the OC QIS project and will become a binding agreement once signed by OCDE/SEED and Agency representatives. The spirit of this MOU is one of partnership and cooperation. It sets forth responsibilities of each party to the MOU.

Failure to meet the Agency responsibilities listed below may result in suspension from all project activities.

The term of this MOU shall commence upon signature of this document by both parties and will conclude upon written notification from either party.

I. ORANGE COUNTY DEPARTMENT OF EDUCATION RESPONSIBILITIES:

A. Project Components

1. OCDE/SEED will provide innovative practices in early care and education including training and technical assistance at no cost contingent upon funding.
2. OCDE/SEED will recruit new Agencies in targeted disadvantaged areas in Orange County for participation in the OC QIS project.
3. OCDE/SEED agrees to raise parent and community awareness of Agencies participating in OC QIS through marketing and promotional materials.
4. As part of the OC QIS process, OCDE/SEED will refer families to community resources such as dental, vision, hearing, and speech services by utilizing the community resource list, the 211 information and referral service, and the Children and Families Commission of Orange County School Readiness Coordinator Network.
5. OCDE/SEED will provide templates of all OC QIS forms and the OC QIS logo to be used on program and marketing materials.
6. OCDE/SEED will provide sites with the OC QIS banner to be displayed in the Agency.

7. OCDE/SEED will provide a follow-up coaching phone call once all documents are received.
8. **Agency Autonomy:** OCDE/SEED supports the right of the Agency to determine and administer its policies, programs, services, and budget, except those provisions voluntarily relinquished with the acceptance of this agreement.
9. **Inclusiveness and Diversity:** OCDE/SEED will fully comply with all applicable laws concerning unlawful discrimination. OCDE/SEED will encourage all agencies, as a system, to be inclusive and serve individuals, regardless of their ethnicity and race, religion, ancestry, age, gender, sexual orientation, marital, health, or socio-economic status, physical or mental disability, or geographic location within Orange County. OCDE/SEED agrees to provide resources and referrals for training and technical assistance regarding inclusive and culturally sensitive practices.

B. **Cross-Promotion**

1. Privacy rules – OCDE/SEED will not release personal information regarding any agency or its employees.
2. OCDE/SEED agrees to list Agency name on our OC QIS marketing materials including the website with the opportunity for a hyperlink to Agency's site.
3. Notices to OCDE/SEED shall be addressed to:

The Orange County Department of Education

200 Kalmus Drive

Costa Mesa, CA. 92628

Attention Mary Johnson

mjohnson@ocde.us or 714-327-1076

II. AGENCY RESPONSIBILITIES:

A. **Project Components**

1. Centers who have been rated under the United Way Star-Quality model agree to continue to meet the required criteria in order to maintain their current star level.
2. Agency Director will complete an online Program Profile provided by OCDE/SEED.
3. Agency Director or designated representative agrees to attend 3 of the 4 Directors Forums scheduled this year.
4. Environmental Rating Scale (ERS) Assessment:
   a) Agency Director or designated representative will attend (1) ERS training.
   b) Agency Director or designated representative will train teachers on the ERS instrument within (1) month of receiving training materials.
   c) Agency Director will support teachers in conducting a complete ERS assessment in their classroom. It is recommended that all teachers conduct the ERS assessment within (2) months of the training.
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e) Agency Director will review all Quality Improvement Plans.
f) Agency Director will submit a copy of each classroom score sheet and the QIPs to OCDE within (1) month of the classroom assessment completion.

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6. Agency Director agrees to keep their center in good standing with Community Care Licensing.
7. **Inclusiveness and Diversity** - Agency agrees to fully comply with and support all laws concerning non-discrimination. Nothing in this MOU shall be used to lessen the sectarian nature of the Agency. Similarly, nothing in this MOU shall be used to interfere with Agency's Board- or Owner-approved policies and staffing requirements.

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1. Agency agrees to market and support OCDE/SEED OC QIS trainings by attending and providing information to others who may want to attend.
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3. Agency agrees to assist OCDE/SEED with OC QIS media products, including press releases, marketing materials, photographs, hosting site visits, and any other information relevant to the program.

C. **Notification of Changes to OCDE/SEED**

Agency must notify OCDE/SEED within 30 days if there is a change in the Agency's Executive Director (ED), Child Care Center Director, Owner or other changes that significantly impact this MOU. An amended MOU must be signed if there is a change in Agency ED or Owner. Notices to Agency shall be addressed to:

Sue Bierlich
Child Care Director
Orange Coast College Harry and Grace Steele Children's Center
2701 Fairview Road
Costa Mesa, CA. 92628

Agency agrees to comply with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations, and permits that now or may in the future become applicable to Agency, Agency's operations, equipment and personnel engaged in the operations covered by this MOU or accruing out of the performance of such operations.

Agency acknowledges and agrees that OCDE/SEED will retain sole copyright ownership of all educational curriculum and professional development materials developed for the OC QIS project.

In the interest of public health, OCDE provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted by the Orange County Superintendent of Schools on behalf of OCDE, pursuant to Superintendent's Policy 400.7 adopted on June 18, 1996. Failure to abide with conditions of this policy could result in termination of this MOU.

OCDE/SEED and Agency agree to defend, indemnify, and hold each other, and their respective officers, employees, and agents harmless from any claims, demands or liabilities of any kind or nature, including but not limited to personal injury and property damage arising from or related to this MOU, except for OCDE's or Agency's negligent performance pursuant to this MOU.

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, concerning the subject matter herein.

This MOU shall become effective upon execution by Agency.

This MOU may be modified, in writing, by mutual consent of the parties.

This MOU may be terminated by either party before the term expires by giving thirty (30) days written notice by either party.

This MOU may be renewed for additional one year terms by mutual written consent of the parties.

This MOU is provided in duplicate. Please sign the original and copy and return to:

Cathy Wietstock, Administrator
Orange County Department of Education
Instructional Services Division – Early Childhood Education
200 Kalmus Drive
Costa Mesa, CA. 92628
714-327-8195
cwietstock@ocde.us

Upon countersignature by the Orange County Department of Education, a copy will be returned for Agency's records

AGREED:

{Coast Community College District, Orange Coast College
Harry and Grace Steele Children's Center)}

Executive Director or Owner, if applicable (Signature) — Date

Sue Bierlich — 11-2-10

Child Care Center Director (Signature) — Date

Board Chair, if applicable (Signature) — Date

Orange County Department of Education

Signature — Date

Title







Master Services Agreement

Coast Community College District ("Customer") agrees to subscribe to certain services provided by CollegeNET, Inc. ("CollegeNET"), a Delaware corporation, subject to the terms and conditions of this **Master Services Agreement** ("Agreement"). This Agreement is effective December 13, 2010December 13, 2010("Effective Date").

1. **Service Selection**. The term "Service" means the Services selected from time to time by Customer. To select a Service, Customer and CollegeNET will execute a Service Selection Addendum. Each Service Selection Addendum will define the particulars of the Service to be provided by CollegeNET under such Addendum, including the duration of Customer's right to access the Service. As soon as commercially practical after execution of the Service Selection Addendum, or at a time otherwise agreed by the parties, CollegeNET shall configure and set up the Service on CollegeNET's servers for use by Customer. Customer and CollegeNET may from time to time designate additional Services under this Agreement by executing one or more additional Service Selection Addenda.

2. **Fees and Payment**. In consideration for the Services provided by CollegeNET, Customer agrees to pay CollegeNET the fees set forth in the applicable Service Selection Addendum. Fees are net of taxes. If Customer is located outside of the United States, CollegeNET reserves the right to require payment of fees by wire transfer or letter of credit drawn on a United States-based bank or other bank approved by CollegeNET. If payment terms are not specified in the applicable Service Selection Addendum, payment is due within thirty (30) days of the date of invoice. Any past due invoices will be subject to the imposition of interest charges in the amount of one and one-half percent (1.5%) per month or the applicable legal rate currently in effect, whichever is lower.

3. **License and Restrictions on Use**.

   3.1. Conditioned upon Customer's timely payment of all applicable fees, CollegeNET grants to Customer a nonexclusive, nontransferable, limited right to access and use the selected Services in accordance with this Agreement, the applicable Service Selection Addendum, and any applicable CollegeNET policies. Customer will not attempt, cause, or permit any modification, alteration, decompilation, disassembly, core dumps, reverse engineering, or other internal analysis of the Services for any purpose, except to the extent such activity is expressly permitted by applicable law.

   3.2. The Services are not designed or intended for use in any situation where failure or fault of any kind of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Customer will not use the Services in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug, and Cosmetic Act.

4. **Documentation**. Conditioned upon Customer's timely payment of all applicable fees, CollegeNET grants to Customer a nonexclusive, nontransferable, limited right to use the documentation for the Services selected by Customer. After Customer returns a signed Service Selection Addendum to CollegeNET, CollegeNET will provide Customer with instructions on how to access the documentation for the selected Service from a secure

Attachment 7

portion of CollegeNET's website, www.corp.collegenet.com. All documentation on CollegeNET's website is CollegeNET Confidential Information (defined below).

5. **Training, Support, and Consulting Services**. Training, support, and consulting services for a particular Service selected by Customer may be available from CollegeNET. Such services may be specified in the applicable Service Selection Addendum or separately contracted for.

6. **Term and Termination**.

6.1. **Term**. This Agreement commences on the Effective Date specified above and will expire on November 21, 2015. Any Service Selection Addendum will expire at the date specified in such Addendum, but in no event shall any Addendum continue past the expiration date of this Agreement.

6.2. **Termination**. Either party may terminate this Agreement by providing ninety (90) days written notice of termination to the other party. If either party defaults on any of its obligations under this Agreement (excluding payment obligations which are covered below), and the default continues for thirty (30) days after the non-defaulting party provides written notice thereof, then the non-defaulting party may, at its option, terminate this Agreement upon written notice.

6.3. **Termination of Service Selection Addendum**. A Service Selection Addendum may be terminated in accordance with its terms. If Customer selects more than one Service from CollegeNET, termination of one Service Selection Addendum does not automatically terminate any other Service Selection Addenda or this Agreement. Termination of this Agreement automatically terminates any and all Service Selection Addenda.

6.4. **CollegeNET's Additional Termination Rights**.

6.4.1. Upon notice, CollegeNET may immediately suspend or terminate any or all Services, and/or restrict Customer's ability to use or access the Services, if: (a) Customer's use of the Services is subject to an order from a court or governmental entity stating that Customer's use of the Services must cease; or (b) in CollegeNET's reasonable judgment Customer presents a security risk to CollegeNET. To the extent possible, CollegeNET will notify Customer of the circumstances regarding the security risk or the terms of the order from the court or governmental entity, as applicable.

6.4.2. Upon seven (7) days notice and a failure by Customer to cure, CollegeNET may modify, suspend, or terminate any or all Services, and/or restrict Customer's ability to use or access the Services, if, in CollegeNET's sole judgment, Customer's use of the Services: (a) violates any laws or governmental regulations, including, without limitation, child pornography, obscenity, data privacy, data transfer, or telecommunications laws; (b) may violate any intellectual property rights of CollegeNET or a third party; (c) may violate applicable export control regulations; or (d) violates any applicable CollegeNET policies regarding use of the Services.

6.4.3. If Customer defaults in the payment of any sum of money due under this Agreement, and the default continues for twenty (20) days after CollegeNET provides written notice thereof, then CollegeNET may, at its option and upon written notice, terminate this Agreement and cease to

perform all Services provided hereunder. At CollegeNET's sole option, CollegeNET may terminate only specified Service Selection Addenda and cease to perform all Services under such Addenda. Customer agrees to reimburse CollegeNET for all reasonable expenses CollegeNET may incur in connection with taking the foregoing action, including reasonable attorneys' fees. The remedy contained in this section is in addition to any other rights and remedies available to CollegeNET under this Agreement, by operation of law, or otherwise.

6.5. **Termination Remedies**. The right to terminate this Agreement in the event of default is in addition to any other rights and remedies available to the terminating party under this Agreement, by operation of law, or otherwise.

6.6. **Survival**. Sections 6.5 (Termination Remedies), 6.6 (Survival), 8 (Confidentiality), 9 (Property Ownership), 11.3 (Disclaimer of Warranties), 12 (Intellectual Property Infringement), 13 (Limitation of Liability), 15 (Data), 16 (Taxes), 17 (Export), and 19 (General) will survive termination of this Agreement. Payment obligations that arose prior to the date of termination will survive termination of the Agreement.

7. **Customer's Responsibilities**. Customer agrees it is solely responsible for and assumes all liability relating to the following:

7.1. Decisions about its own computer and communications systems needed to access the Services;

7.2. All content and data provided to CollegeNET by or through Customer for use with the Services; Customer shall retain backup copies of all such data and content;

7.3. Ensuring that the database underlying the Service, if any, is populated by Customer;

7.4. Creating and maintaining password security for its personnel who are permitted to use the Services;

7.5. Imposing usage restrictions on its personnel who are permitted to use the Services to ensure that their use will not violate this Agreement or any applicable laws or governmental regulations, infringe the rights of others, violate CollegeNET's usage policies, or interfere with CollegeNET's network or other networks; and

7.6. All results obtained from using the Services.

8. **Confidentiality**.

8.1. **Confidential Information**. "Confidential Information" means nonpublic information that a party to this Agreement ("Disclosing Party") designates as being confidential to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. Confidential Information shall not include any information that: (a) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (b) was known by Receiving Party prior to Disclosing Party's disclosure of such information; (c) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (d) is independently developed by Receiving Party without

reference to Confidential Information. CollegeNET hereby designates the Services and all documentation as Confidential Information under this Agreement.

8.2. **Obligations Regarding Confidential Information**. Receiving Party shall: (a) refrain from disclosing any Confidential Information of the Disclosing Party to third parties; (b) take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party; (c) refrain from disclosing, reproducing, summarizing, and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder; and (d) refrain from reverse engineering, decompiling, or disassembling any Confidential Information disclosed by Disclosing Party under this Agreement.

8.3. **Permitted Use of Confidential Information**. Receiving Party may use Confidential Information only to accomplish the purposes of this Agreement. Receiving Party may disclose Confidential Information only to Receiving Party's employees and consultants on a need-to-know basis, provided that such employees and consultants agree to maintain the confidentiality of the Confidential Information. Customer agrees that CollegeNET may disclose Customer's name and address to CollegeNET's suppliers as necessary to comply with its contractual obligations.

8.4. **Ownership of Confidential Information**. All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein.

8.5. **Disclosure Required by Law**. Receiving Party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Receiving Party either: (a) gives the Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent; or (b) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

8.6. **Remedies**. Receiving Party will notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

9. **Property Ownership**.

9.1. **Ownership by CollegeNET**. All right, title, and interest in and to the Services (and the constituent elements thereof), including all: (a) registered and unregistered trademarks, service marks, and logos; (b) patents, patent applications, and patentable ideas, inventions, and/or improvements; (c) trade

secrets, proprietary information, and know-how; (d) divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (e) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; and (f) other intellectual property, proprietary rights, or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of CollegeNET's Services, including documentation, ("CollegeNET Intellectual Property Rights") are owned by CollegeNET or its licensors. CollegeNET will retain all right, title, and interest in the hardware and software used to host the Services, including all related intellectual property rights. Customer agrees to make no claim of interest in or ownership of any such CollegeNET tangible property or CollegeNET Intellectual Property Rights. Customer acknowledges that no title to CollegeNET tangible property or CollegeNET Intellectual Property Rights is transferred to Customer, and that Customer does not obtain any rights, express or implied, in the Services, other than the rights to access and use the Services expressly granted in this Agreement.

9.2. **Derivative Works**. To the extent that Customer creates any derivative work (any work that is based upon one or more preexisting versions of a work provided to Customer, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation, or any other form in which such preexisting works may be recast, transformed, or adapted) such derivative work shall be owned by CollegeNET, and all right, title, and interest in and to each such derivative work shall automatically vest in CollegeNET. CollegeNET shall have no obligation to grant Customer any right in any such derivative work.

10. **Ownership Identification**. Customer will not remove, modify, or obscure any copyright, trademark, patent, or other proprietary rights notices that appear in CollegeNET documents and Services without CollegeNET's prior written consent. Customer may to refer to its use of the Services in its own publications, provided that Customer complies with the requirements of this section, properly identifies the Services, and acknowledges CollegeNET as the provider of the Services.

11. **Warranties and Disclaimers**.

11.1. **Customer Warranties**. Customer represents and warrants that it has the right to enter into this Agreement and that it will comply with all applicable laws. Customer represents and warrants that, to the best of its knowledge, the data Customer provides to CollegeNET is and will be accurate.

11.2. **CollegeNET Warranties**. CollegeNET represents and warrants that it has the right to enter into this Agreement and that it will comply with all applicable laws. CollegeNET represents and warrants that it has the right to make the Services and documentation available pursuant to this Agreement.

11.3. **Disclaimer of Warranties**. COLLEGENET MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, COLLEGENET AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. COLLEGENET DOES NOT WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER

HARMFUL COMPONENTS, OR THAT THEY WILL BE ACCESSIBLE ON A PERMANENT BASIS OR WITHOUT INTERRUPTION, OR THAT THE DATA CUSTOMER STORES IN ANY SERVICE ACCOUNT WILL NOT BE LOST OR DAMAGED. THE SERVICES ARE PROVIDED BY COLLEGENET ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK.

12. **Intellectual Property Infringement**.

12.1. CollegeNET will defend or settle, at its option and expense, any action brought against Customer alleging that the Service infringes a United States patent or copyright or misappropriates a United States trade secret. CollegeNET will pay any costs and damages finally awarded against Customer that are attributable to the infringement action. Customer understands and agrees that as conditions of CollegeNET's obligations under this section Customer must: (a) notify CollegeNET promptly in writing of the action; (b) provide CollegeNET all reasonable information and assistance to defend or settle the action; and (c) grant CollegeNET sole authority and control of the defense or settlement of the action. Customer may participate in the defense or settlement of the action at its own expense.

12.2. If an infringement claim is made, CollegeNET may, at its option and expense: (a) replace or modify the Service so that it becomes noninfringing; (b) procure for Customer the right to continue using the Service; or (c) terminate the applicable Service Selection Addendum and refund any set up fee paid for the infringing Service.

12.3. CollegeNET has no liability to Customer to the extent infringement is caused by Customer and/or based upon: (a) materials or data provided by Customer; (b) modification of the Service by Customer or its users; (c) use of the Service as part of an infringing process; (d) a product or service made, sold, or provided by Customer; or (e) infringement by Customer that is deemed willful. In the case of (e), Customer shall reimburse CollegeNET for its attorney's fees and other costs related to the action upon a final judgment.

12.4. THIS SECTION IS SUBJECT TO THE LIMITATION OF LIABILITY SECTION CONTAINED IN THIS AGREEMENT AND STATES THE ENTIRE LIABILITY OF COLLEGENET AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION BY ANY SERVICES PROVIDED BY COLLEGENET UNDER THIS AGREEMENT.

13. **Limitation of Liability**. EXCEPT WHERE THIS EXCLUSION OR LIMITATION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT SHALL COLLEGENET OR ITS SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COLLEGENET'S SUPPLIERS HAVE ANY LIABILITY FOR DAMAGES ARISING FROM THE SERVICES. ~~EXCEPT IF DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF COLLEGENET,~~ IN NO EVENT SHALL COLLEGENET'S LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID FOR THE SERVICE GIVING RISE TO THE CLAIM UNLESS THE CLAIM IS BASED ON INJURY RESULTING FROM

COLLEGENET'S NEGLICENCE OR INTENTIONAL MISCONDUCT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

14. **Force Majeure**. Except for nonpayment of money due under this Agreement, neither party will be liable in damages or have the right to terminate this Agreement for any failure or delay in performing hereunder if such failure or delay is caused by conditions beyond its reasonable control, including, but not limited to, Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, natural disasters, failure by third party service providers (such as telecommunications companies), and/or any other cause beyond the reasonable control of the party whose performance is affected. The duration of any duties to be performed under this Agreement will be extended by the duration of such causes or conditions.

15. **Data**. Customer will provide the initial data required for any Service at a time, in a form, and on such media that the parties find mutually acceptable. CollegeNET will use reasonable efforts to safeguard the data provided by Customer and its users. CollegeNET will not rent or sell personally identifiable information to third parties. Customer is responsible for its users' use of data obtained from the Services provided by CollegeNET under this Agreement.

16. **Taxes**. Customer is responsible for payment to the proper authority of any applicable sales, use, or other tax owed by Customer for the Services provided under this Agreement. CollegeNET may request that Customer provide CollegeNET with proof of payment of any applicable taxes or proof of tax exempt status, and Customer agrees to provide such proof within thirty (30) days of receiving any such request. Customer will indemnify, defend, and hold harmless CollegeNET from and against all claims arising out of or resulting from Customer's failure or alleged failure to pay taxes due.

17. **Export Restrictions**. Customer agrees that it will comply with all applicable international and U.S. laws, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

18. **Replication of Agreement**. If Customer is a public college or university in the United States, Customer and CollegeNET agree that this Agreement, not including any Addenda, may be replicated so that other public colleges and universities located in the same state as Customer may contract with CollegeNET on the same terms and conditions as those contained in this Agreement. Any such replication or "piggybacking" requires the prior written consent of CollegeNET. Both CollegeNET and the public college or university desiring to replicate the Agreement must sign a Replication Agreement and a Service Selection Addendum for the Services to be provided to the public college or university under the replicated Master Services Agreement.

19. **General**.

    19.1. **Entire Agreement**. Any prior or contemporaneous agreements, contracts, promises, or representations between the parties or their representatives concerning the subject matter of this Agreement are merged into this Agreement and associated Service Selection Addenda, which, along with any other Addenda that specifically reference this Agreement, constitute the entire understanding between the parties concerning the subject matter of this Agreement.

    19.2. **Order of Precedence**. In the event of a conflict between this Agreement and an Addendum to this Agreement, the terms and conditions of the Addendum will control for the subject matter of such Addendum.

19.3. **Modification of Agreement**. No modification of this Agreement will be valid unless in writing and signed by the parties or their authorized representatives.

19.4. **Waiver**. No waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the party making the waiver. A waiver of one provision does not operate as a future waiver of that or any other provision of this Agreement.

19.5. **Governing Law**. This Agreement is governed by the laws of the United States of America and the laws of the State of California, without regard to principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

19.6. **Severability**. If any provision of this Agreement is held invalid or unenforceable, that provision will be construed, limited, modified, or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected.

19.7. **Headings**. The headings in this Agreement are inserted for convenience only and are not intended to have any legal effect.

19.8. **Notices**. Except as otherwise provided herein, all notices under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by Federal Express or equivalent recognized courier, signature required. Notices shall be sent to the receiving party's address listed below, or to such other address of which the receiving party has notified the sending party in the manner provided in this section.

19.9. **Assignment**. Customer may not assign or otherwise transfer in whole or in part or in any manner any rights, obligations, or any interest in or under this Agreement without CollegeNET's prior written consent, and any attempted assignment without such consent will be void. A merger or acquisition by a third party will be treated as an assignment.

19.10. **Customers Outside The United States**. If Customer is located outside the United States and its possessions, this Agreement is subject to the approval of the President of CollegeNET or his or her designee at CollegeNET's headquarters in Portland, Oregon, USA.

19.11. **U.S. Government End Users**. The software underlying the Services is a "commercial item", as that term is defined in 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212, and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the right to use the software underlying the Services with only those rights set forth herein.

19.12. **Authority to Contract**. The persons signing below warrant that they are duly authorized to bind their respective parties.

CollegeNET, Inc.

805 SW Broadway, Suite 1600

Customer

Address:_____

CollegeNET

Portland, Oregon 97205
USA

_____
_____

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

Coast Community College District Reorganization/Reassignment Plan

Revised November 17, 2010

Goal:	To reduce personnel costs and garner savings to mitigate budget reductions **through district-wide reorganization/reassignment**
Fiscal Goal:	$1,000,000 + for Fiscal Year 2009/2010 **$TBD + for Fiscal Year 2010/2011**
Methodology:	**Continue** ~~Freeze external~~ **internal only reorganization/reassignment** recruitment **plan** ~~and hiring~~ for all vacant positions with the exception of Full-time Faculty, ~~Presidents, and Vice Chancellors,~~ **and other classified and management positions deemed essential and critical.**
Effective Date:	~~December 10, 2009~~ **December 9, 2010**

Implementation Procedures:

1. Each College and District Office site will evaluate all vacant positions and indentify those that must be filled, specifically positions that are deemed essential and critical for college/district operations, strategic mission, legal, health, and/or other life safety requirements.
2. Vacant positions deemed essential for replacement will be reviewed at the District Presidents' Council for any potential consolidation of functions/responsibilities ~~between~~ **among** institutions.
3. A position that is determined necessary for replacement by the Presidents' Council will be further examined for **either voluntary or involuntary** lateral reorganization/reassignment by the college/district site where the vacancy resides.
4. If a site reorganization/reassignment is not viable, then the District Office of Human Resources will review the District-wide transfer list and initiate lateral transfer interviews as appropriate with the site supervisor and/or personnel screening committee. **In an effort to assist the campuses with their current budgetary limitations, first priority for scheduling of lateral transfer interviews will be for individuals residing at the college/district site where the vacancy resides.**
5. If the District-wide transfer process does not yield a viable candidate, the vacant position will be posted on the District's website for 10-business days for an internal recruitment and selection process **(per implementation procedure number 6)**; the internal recruitment and selection process will provide opportunities for promotion. Interview committee composition, application, screening, and selection of the successful candidate will comply with adopted Board Policy and Administrative Procedure.
6. ~~Only~~ Full time **and part time**, permanent CCCD employees ~~(receiving full benefits)~~ ~~will~~ **are** eligible to apply for the vacant positions**; however, full time permanent employees (receiving full benefits) will be accorded first consideration in the screening/selection process. If a full time permanent employee in the applicant pool is not recommended in accordance with screening/selection procedures (identified in implementation procedure number 5), then a secondary screening process will commence to consider part time employees in the applicant pool;** temporary/hourly employees may not apply.
7. If the recruitment effort among permanent full time **and part time** CCCD employees does not generate a successful candidate, the President's Council will determine whether or not an external ~~nationwide~~ search is warranted due to special technical skills required for the position.

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8. Procedures for full-time faculty transfers and reassignments will be implemented in accordance with Article XXII of the collective bargaining agreement.
9. The maintenance of present diversity balances will be considered in all transfer, downgrade, and internal recruitment decisions.

All vacant positions as a result of the internal transfers and hiring will be reviewed to determine if replacement is needed. A net loss of positions is expected at an estimated one million dollars.

Note: Because a net loss of positions is the expected outcome ~~at an estimated savings of one million dollars~~, all vacant positions generated as a result of the **district-wide reorganization/reassignment** ~~internal transfer and hiring~~ procedures outlined here will in turn be subject to the same review process in order to be filled.

WIA COST REIMBURSEMENT AGREEMENT

County of Orange

FUNDING SOURCES: 100% FEDERAL **AGREEMENT #:** 16-RR-10

CFDA #(s): 17.260 WIA Dislocated Workers

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and Coast Community College District/Coastline Community College hereinafter referred to as "CONTRACTOR", consists of fifty-three (53) sections and the following ten (10) exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. Employment Development Department Independent Operator Reporting Requirements, and K. OC Community Resources Contract Reimbursement Policy.

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K. OC Community Resources Contract Reimbursement Policy

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, Congress has enacted the "American Recovery and Reinvestment Act of 2009," hereinafter referred to as "the Recovery Act," to preserve and create jobs, promote the nation's economic recovery, and assist those most impacted by the recession; and

WHEREAS, Congress has directed employment and training programs of American Recovery and Reinvestments Act to be administered through the Act; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, by Minute Order dated, November 9, 2010 ,a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed sixty thousand and five hundred dollars ($60,500) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR") shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

2. TERM

The effective term of this Agreement shall commence on November 15, 2010 and terminate on June 30, 2011 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in Subparagraph 19 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in Paragraph 43 herein.

3. STATEMENT OF WORK

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

4. TERMINATION

(a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

5. SERVICES

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition to those remedies set forth in Section 43 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 8 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR. Any reduction over 10% shall occur only as a result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR.

6. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

The parties hereto agree that those program components, service levels, and line-item budget information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the

CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement are not increased and the basic goals and objectives of the program are not altered. Should the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or "D" then the COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

7. BUDGET SCHEDULE

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth.

8. MODIFICATION OF BUDGET SCHEDULE

The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits, Operations, Consultant/Subcontract, Office Supplies, Employer Reimbursement (OJT), Participant Wages, Participant Benefits, Participant Supportive Services, Participant Incentives, Equipment, and Indirect. Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT ADMINISTRATOR includes approval of the new Budget Category.

9. PAYMENTS BY COUNTY

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2011, and that any and all funds remaining as of June 30, 2011, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2011. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2011.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning November 15, 2011, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed sixty thousand five hundred dollars ($60,500).

(b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

(c) Invoices. COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on December 1, 2010, and **must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Policy for Documenting SUBRECIPIENT Costs, incorporated herein by reference as Exhibit K.** Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation has been received and approved by COUNTY.

10. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR.

CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

11. COMPLIANCE WITH LAW

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of $100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

12. INSTRUCTORS

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this

Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

13. PERFORMANCE STANDARDS

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

14. PLANS AND PROCEDURES

CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from CONTRACT ADMINISTRATOR. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days written notice to CONTRACTOR.

15. SATISFACTORY WORK

Services rendered hereunder are to be performed to the written satisfaction of CONTRACT ADMINISTRATOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected.

16. REPORTS

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by

CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

17. NO SUPPLANTATION

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

19. EMPLOYEE ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statues and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as

they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

20. ASSIGNMENT

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this contract.

21. SUBCONTRACTS

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibit "D" of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how

the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

22. FISCAL ACCOUNTABILITY

(a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

(1) Information pertaining to subgrant and contract awards, obligations, unobligated balances, assets, expenditures, and income;

(2) Effective internal controls to safeguard assets and assure their proper use;

(3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

(4) Source documentation to support accounting records; and

(5) Proper charging of costs and cost allocation.

(b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

(1) Permit preparation of required reports;

(2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and

(3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

(1) the Act;

(2) 20 C.F.R. Part 667; and

(3) State implementing legislation.

23. PROGRAM INCOME

COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the

services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

(a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program Income;

(b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and

(c) Report to CONTRACT ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

CONTRACT ADMINISTRATOR shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

24. PELL GRANTS/HEA TITLE IV

If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance

with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

25. ANNUAL AUDIT

CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

26. ACCESS AND RECORDS

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement and thereafter for four (4) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

(c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

27. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

28. MODIFICATIONS/CHANGE ORDERS

(a) CONTRACT ADMINISTRATOR may at any time, by written order to CONTRACTOR, make changes within the general scope of this Agreement, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action, CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original

Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to Section 44 of this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written modification of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Agreement.

(b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and its impact on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that meets all of the following criteria:

(ii) It does not materially change other terms of this Agreement, and

(iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

29. PARTICIPANTS

(a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

(6) CONTRACTOR shall furnish any and all information requested by CONTRACT ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

30. CONFIDENTIALITY

(a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

(b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

31. EQUIPMENT

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars ($5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

(b) To label all items of Equipment, do periodic inventories as required by CONTRACT ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be

submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.

(c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to CONTRACT ADMINISTRATOR.

(d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

(e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from CONTRACT ADMINISTRATOR.

(f) The purchase of computer-related and electronic equipment under $5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved by CONTRACT ADMINISTRATOR.

32. MUTUAL INDEMNIFICATION

(a) CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement.

(b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, and employees harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement.

(c) If judgment is entered against CONTRACTOR by a court of competent jurisdiction because of the active negligence of CONTRACTOR, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

(d) If judgment is entered against COUNTY by a court of competent jurisdiction because of the active negligence of COUNTY/COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

33. INSURANCE

(a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

(b) All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

(c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.

(d) The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, CEO/Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by going on-line to "ambest.com."

(f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	$1,000,000 combined single limit per occurrence
Endorsement and Contractual Liability	$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	$1,000,000 per occurrence
Sexual Misconduct	$1,000,000 per occurrence

(g) All liability insurance required by this Agreement shall be at least $1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

(h) The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to

the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

(i) All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

(j) All insurance policies required by this Agreement shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

(k) All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their employment or appointment.

(l) The Commercial General Liability policy shall contain a severability of interests clause.

(m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of $1,000,000 per occurrence.

(n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made to the next qualified proponent.

(o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect COUNTY.

(p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with CONTRACT ADMINISTRATOR incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

(q) The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

34. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such materials. Further, the COUNTY, Federal, and State governments shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain

ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

35. INTELLECTUAL PROPERTY

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license agreement.

(4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or

reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement or any subcontract.

(5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

(6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.

(c) Retained Rights/License Rights.

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any

provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law relating to confidentiality.

(d) Copyright.

(1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

(e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty four (c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right,

title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

(f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

(g) Warranties.

(1) CONTRACTOR represents and warrants that:

(i) CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country.There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

(iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, contract administrators, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties,

covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

(2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

36. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

37. STANDARDS OF CONDUCT

(a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due

diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

(e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

38. SWEATFREE CODE OF CONDUCT

All CONTRACTORs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Contractor from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

39. DRUG FREE WORKPLACE

CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

40. DEBARMENT

CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

41. SECTARIAN ACTIVITIES

CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based organizations in administering its federally-funded activities.

42. LITERATURE

Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

43. LOBBYING

(a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if

CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

(b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

44. BREACH - SANCTIONS

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT ADMINISTRATOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 43 herein. CONTRACT ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

45. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY

Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of CONTRACT ADMINISTRATOR.

46. TOTAL AGREEMENT

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

47. CHILD SUPPORT ENFORCEMENT

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

49. NOTICES

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY: OC Community Resources
OC Community Services / Community Investment Division
1300 South Grand Avenue
Building "B"
Santa Ana, California 92705

CONTRACTOR: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

50. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

51. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

52. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

53. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

//

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political Subdivision of the State of California"

Dated: _____ By: _____
Steve Franks
Director, OC Community Resources

CONTRACTOR*

Dated: _____ By: _____
Title: _____

Dated: _____ By: _____
Title: _____

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

APPROVAL AS TO FORM

This is to certify that the undersigned, Deputy County Counsel, has reviewed this contract template for WIA Cost Reimbursement Agmt. - Rapid Response Mutual Indem. FY 2010-11 and has approved it as to form. This approval is valid only in accordance with an Act of the Board of Supervisors authorizing the use of this contract template.

Deputy County Counsel
County of Orange

GENERAL PROGRAM REQUIREMENTS

Contractor: Coast Community College District/Coastline Community College

I. GENERAL REQUIREMENTS

These General Program Requirements outline the framework wherein the CONTRACTOR will provide training services in high-demand occupations to WIA eligible participants who have been referred by the Orange County One-Stop and other OCWIB approved WIA Contractors.

A. CONTRACTOR agrees to comply with, remain informed, and deliver services consistent with the provisions of the Workforce Investment Act (WIA), the American Recovery and Reinvestment Act (ARRA), Orange County Workforce Investment Board (OCWIB) Policy, the Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated federal and State governance documents and/or any other statutes or requirements, related to the services provided in this Agreement.

B. Where local policy has not been set, CONTRACTOR agrees to adhere to State or federal policy.

II. GOVERNANCE REFERENCES

A. Workforce Investment Act of 1998 – Public Law 105-220

B. American Recovery and Reinvestment Act of 2009 – Public Law 111-5

C. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al, Workforce Investment Act; Final Rules.

D. Information Bulletins, Directives and any other federal and State guidance documents pertaining to the WIA and ARRA.

E. All actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board.

Exhibit B
16-RR-10

WIA STATEMENT OF WORK
PY 2010-11

This Statement of Work is part of the Contract between the County of Orange and **Coast Community College District (CCCD)** SUBRECIPIENT, dated November 9, 2010. It is incorporated into that Contract as though fully set forth therein:

TITLE OF PROJECT: Industry Clusters Business Assistance Program

CCCD/CIE/Project Success ("Contractor") shall provide comprehensive and advanced assistance to small businesses in Orange County. This assistance shall be provided through the following service areas:

1) ***Business Assistance for Business Expansion***: The program is to deliver the following services to businesses started through PS assistance as well as existing businesses seeking to sustain operations and/or expand, and to submit the curriculum to the COUNTY as a deliverable.
   a) Interactive workshops/work sessions through the *Coastline Institute GPS (**G**rowth, **P**rofit, **S**uccess) Business Edge Series*. Session topics include:
      - Business Plan Development utilizing L. Pinson software series and curriculum
      - Financing Options (Attracting Capital)
      - Human Resources Laws
      - Workplace Regulations
      - Legal Structures
      - E-Commerce
      - Web Development/Search Engine Optimization
      - Identifying Your Customers and Promoting Your Business
      - Sales Techniques and Marketing Your Business
      - Cash Flow Management
      - Certification and Procurement
   b) Business Coaching and Mentoring
   c) Strategic planning
   d) Business process re-engineering
   e) Business financial modeling using Optimist software
   f) Group oriented, as well as individual business consultations are part of the GPS service mix in this program's scope of work
   g) The collaboration with One-Stop Center includes additional workshops: Stress Management, Time Management

2) ***Business Assistance Programs for Start-up Businesses***: The program is to deliver the following services to start-up businesses, and to submit the curriculum to the COUNTY as a deliverable.
   a) Proactive workshops through the Coastline Institute GPS *Business Edge Series*. Session topics are to include:
      - Starting Your Business In Today's Economy
      - Human Resources Laws
      - Workplace Regulations

- Legal Structures
- Financing Options (Attracting Capital)
- Record-keeping and Finance
- Developing a Business Plan
- Doing Business Online
- Identifying Your Customers and Promoting your Business

b) Sales Techniques and Marketing Your Business

c) Individual Business Coaching and Mentoring

d) Group oriented, as well as individual business consultations are part of the GPS service mix in this program's scope of work.

3) Industry Cluster Specific Small Business Roundtable

If collaboration/sponsor secured, Contractor shall organize an industry cluster forum for small businesses and submit as part of the contract deliverables. Small businesses in the Energy & Environment cluster are to be focused and invited to the cluster based event.

Such coordinated events shall take the following format unless otherwise agreed upon between CONTRACTOR and COUNTY:

CONTRACTOR may host the above small-business event, to be marketed to and attended by no less than 50 local community and business leaders, act as a forum for Orange County small businesses to express their needs related to compliance, workforce development, financing, government regulations, business conditions, and the economy.

This shall be accomplished in conjunction with other strategic alliances, including Coast Community College District, California State Board of Equalization; and the consortium of One-Stop resource partners.

4) ***Efficiency Analysis and Improvement Services to Small Businesses*** that are adversely affected by the current economy and require business services to be sustainable and stay in business. Efficiency analysis services shall target companies assisted previously by Project Success; companies that are at risk, and prior to WARN implementation handled by the OC Business Services program. CONTRACTOR shall coordinate activities in this area with the Orange County Business Service Center to ensure no duplication of services. To mitigate potential layoffs, at risk businesses shall have no-cost access to consultants for business assessment, software business diagnostic tools, recommendations, resources to implement changes, and individualized counseling to implement strategic goals for the company and respective departments. Should targeted companies need the assistance of filing a WARN notice, they shall be directed to the Orange County Business Service Center.

CONTRACTOR shall prioritize services to small businesses engaging in scalable enterprises over 'lifestyle' businesses, direct sales, or multi-level-marketing businesses.

Exhibit C
16-RR-10

WIA PERFORMANCE
Rapid Response Special Projects:
Coast Community College District/ Project Success
PY 2010-11

If CONTRACTOR has agreed to provide services as specified in the Agreement, CONTRACTOR shall meet the following performance goals:

Integrated Plan for Industry Cluster Forum	Due 30 days before 1st Event
Coordination Plan Layoff Aversion Services with OC Business Service Center	Due 30 days before 1st Service
Business Assistance Programs for Start-up Businesses Curriculum	Due 15 days before 1st Service. Revisions are due 15 days before revised services are provided.
Business Assistance for Business Expansion Curriculum	Due 15 days before 1st Service. Revisions are due 15 days before revised services are provided.
Determination Methodology for Job Retention/Creation and Economic Impact	Due with final invoice.

Number of Program Orientations	10
Number of Businesses Outreach[1]	179
Number of Workshops Provided	7
Consultation Sessions	390
Number of Industry Cluster Small Business Roundtables*	1

Number of Jobs Retained/Created[2]	62
Economic Impact Dollars to the Economy[3]	$390,000,000
Number of New Business Start-ups	4

*Pending college acquiring matching funds for this activity

[1] CONTRACTOR is to confer with the Business Service Center prior to providing services.
[2] CONRACTOR agrees to provide a written explanation of how jobs created/retained is determined.
[3] CONTRACTOR agrees to provide a written explanation of how economic impact is determined.

Personnel Breakdown by Funding Stream

mmunity College District / Coastline Community College/Orange County One-Stop Cente

Name	Position Title*	Salary	Full Time Equivalent	Estimated Percent of Time Charged To: RR	Others				Total
Sally Salinas	Executive Director	64,000	100%	2%					2%
Vacant	Asst. Coordinator	18,296	100%	100%					100%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
									0%
		82,296	200%	102%	0%	0%	0%	0%	102%

COMPANY /ORGANIZATION NAME

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The danger of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations

3. Provide as required by Government code Section 8355(c) that every employee who works on the proposed contract or grant

   (a) Will receive a copy of the company's drug-free policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME Jerry Patterson

DATE EXECUTED EXECUTED IN THE COUNTY OF _____

CONTRACTOR or GRANTEE RECIPIENT SIGNATURE

TITLE Board President

FEDERAL ID NUMBER 95-6002272

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Jerry Patterson – Board President

Name and Title of Authorized Representative

Signature Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspend ed, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Exhibit G
16-RR-10

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

FORMULA

Coast Community College District – Orange County One-Stop Center
Grantee/Contractor Organization — Program/Title

Jerry Patterson – Board President
Name and Title of Authorized Signatory

Signature — Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

6744 Federal Register Volume 55, No. 38/ Monday, Februarv 26, 1990/ Rules and Regulations

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient. at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress. or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district. if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.

Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts. subgrants and contract awards under grants.

5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant. or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter he cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions. searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____Quarter_____ Date of last report_____

4. Name and Address of Reporting Entity: Prime Subawardee Tier _____;if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee. Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department / Agency:	7. Federal Program Name/Description: CFDA Number, if known:
8. Federal Action Number, if known:	9. Award Amount, if known: $
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a.) (last name, first name, MI):
11. Amount of Payment (check all that apply): $ actual planned	13. Type of Payment (check all that apply): a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify:_____
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature:_____ value:_____	

14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:

15. Continuation sheet(s) SF-LLL-A attached: ☐Yes ☐ No

16. Information requested through this form authorized by Title 31 U.S.C. Section 1352 This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure snail be subject to a civil penalty of not less than $ 10,000 and not more than $ 100.000 for each such failure	Signature:_____ Print Name: Jerry Patterson Title: Board President Telephone No._____ Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMS
0348-0046

Reporting Entity:_____ Page_____of_____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C, 6051 -01 -C, 8230-01 -C~ 3210-01 -C; 4210-32--C, 4410-15-C~ 4510-23-C~ 4810-25-C ' 3801 -01 -C;4000-01 -C ' 3820-01 -C, 6560-50-C; 6820-41 -C; 43 1 O-RF- -17 18-01 C ' 4150-04-C. 75 55-0 1 -C, 7537-01 -C~ 75360 1 -C. 6050-28-C, -19 1 U-42-C

DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

_____

Authorized Signature Name Title

Exhibit J
16-RR-10

EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

N/A - EXEMPT

First Name	Middle Initial	Last Name

SSN _____

Contract Number _____ Dollar value of Contract _____

Start Date_____ Expiration Date _____

EXHIBIT K

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

Subject: OC Community Resources Contract Reimbursement Policy Effective: July 1, 2010

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

EFFECTIVE DATE:
July 1, 2010

REFERENCES:
Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars.

POLICY AND PROCEDURES:
1. Cost incurred by contractor must be substantiated
2. Cost must be incurred during the contract period
3. Total of all reimbursements cannot exceed the amount of the contract
4. Cost must be allowable under applicable OMB Circular
5. All supporting documentation for reimbursement must be submitted with demand letter or invoice
6. Supporting documentation includes, but is not limited to:
    a. General ledger/expense transaction report
    b. Payroll register or labor distribution report
    c. Payroll allocation plan
    d. Benefit plan and calculation of benefit
    e. Employer-employee contract for non-customary benefits
    f. Purchase orders, invoices, and receipts
    g. Cashed checks
    h. Check register
    i. Consultant/sub-contractor invoices (with description of services)
    j. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement
    k. Pre-approval documentation for equipment purchases equal to or greater than $5,000

7. The following is required with the first month's invoice:
    a. Cost allocation plan for rent, utilities, etc.
    b. Indirect rate approved by cognizant agency (if applicable)
8. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice
9. Demand letters must contain the following certification:
   "I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
10. Demand letter or invoice, along with supporting documentation shall be submitted to:
    OC Community Resources Accounting
    1300 S. Grand, Building B, 2nd Floor
    Santa Ana, CA 92702

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- **Win Swe: 714-567-7481 or win.swe@occr.ocgov.com**
- **OOA - Eric Takanishi: 714-567-7430 or eric.takanishi@occr.ocgov.com**
- **WIA – Yolanda Vazquez: 714-567-7484 or Yolanda.vazquez@occr.ocgov.com**
- **H&CD – Cathy Tran: 714-567-7482 or cathy.tran@occr.ocgov.com**

RESOLUTION # 10-30

A Resolution of the Board of Trustees of the Coast Community College District

ADOPTION OF MITIGATED NEGATIVE DECLARATION AND FILING OF NOTICE OF DETERMINATION Orange Coast College Maritime Training Center

WHEREAS the Coast Community College District has proposed an expansion of the Orange Coast College Maritime Training Center located at and adjacent to 1700 West Coast Highway to serve as an educational facility focusing on sailing, marine safety, seamanship, and vocational maritime studies; and

WHEREAS the project is proposed to consist of a two-story, approximately 10,000 square foot, instructional facility with ground-level parking to be constructed on a 0.53 acre parcel. In addition, this project includes the construction of a multi-functional pedestrian bridge providing direct access to the new and existing educational facilities, serving as a publically accessible crosswalk, and creating a distinctive landmark for "Mariner's Mile"; and

WHEREAS the District, through its consultant RBF Consulting, prepared the Initial Study and Mitigated Negative Declaration of Environmental Impacts for the Project, including Appendices, a Mitigation Monitoring and Reporting Program for the Project, and the Responses to Comments with all these documents being incorporated by reference in this Resolution; and

WHEREAS the Coast Community College District has reviewed and considered the proposed Mitigated Negative Declaration of Environmental Impacts for the Project, and considered all comments received during the public review process, as well as all oral or written comments submitted before the November 4, 2010 statutory deadline; and

WHEREAS the Mitigation Monitoring and Reporting Program for the Project will ensure that all mitigation measures incorporated into the Project to reduce the potentially significant environmental effects for the Project to a less-than-significant level, and which are within the jurisdiction of the District to adopt and implement will in fact be implemented by the District.

THEREFORE BE IT RESOLVED THAT the Coast Community College District, a public entity established under the laws of California, on the basis of whole record before it, including the Initial Study and any comments received, that there is not substantial evidence that the Project

will have significant effect on the environment, because the mitigation measures described in the Study and Mitigated Negative Declaration of Environmental Impacts have been made part of the Project description and agreed by the District.

BE IT FURTHER RESOLVED THAT the Board finds that the Initial Study and Mitigated Negative Declaration reflects the independent judgment and analysis of the District as lead agency for the Project, and that a copy of all documents are on file with the District's Custodian of Records.

BE IT FURTHER RESOLVED THAT the Board approves and adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project, and directs the District and College staff, in carrying out the Project, to implement and comply with mitigation measures contained therein.

BE IT FURTHER RESOLVED THAT the Board authorizes the Board President to sign the Notice of Determination to be filed with the Orange County Clerk Recorder's Office. Furthermore, the custodian of the documents comprising the record of proceedings is the Board Secretary, or his designee, whose office is located at 1370 Adams Avenue, Costa Mesa, California 92626.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on December 8, 2010 this Resolution was adopted by the Board by a vote of _____.

Aye:
No:
Absent:

_____

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

Notice of Determination

Appendix D

To: ☑ Office of Planning and Research

For U.S. Mail: P.O. Box 3044, Sacramento, CA 95812-3044

Street Address: 1400 Tenth St., Sacramento, CA 95814

☐ County Clerk
County of: _____
Address: _____

From: Public Agency: Coast Community College District
Address: 1370 Adams Avenue, Costa Mesa, CA 92626
Contact: Mr. Jerry Marchbank
Phone: 714/438-4731

Lead Agency (if different from above):
_____
Address: _____
Contact: _____
Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2010101005

Project Title:
Orange Coast College Maritime Training Center

Project Location (include county):
The project is located within the southwestern portion of the City of Newport Beach, at and adjacent to 1700 West Coast Highway

Project Description:
The OCC Maritime Training Center involves the implementation of an educational facility focusing on sailing, marine safety, seamanship, and vocational marine studies. The project will serve as an expansion of OCC's existing School of Sailing and Seamanship (SSS) within the City of Newport Beach. The proposed project is comprised of two primary facilities: 1) the two-story, approximately 10,000 square-foot OCC Maritime Training Center, situated on a 0.53-acre site on the inland site of West Coast Highway; and 2) a pedestrian bridge that will cross over West Coast Highway, connecting the proposed OCC Maritime Training Center to the existing OCC SSS.

This is to advise that the Coast Community College District (☒ Lead Agency or ☐ Responsible Agency) has approved the above described project on December 8, 2010 (Date) and has made the following determinations regarding the above described project:

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☒ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public at: Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626

Signature (Public Agency) _____ Title _____
Date _____

Date received for filing at OPR:

Revised 2004

Notice of Determination

Appendix D

To: ☐ Office of Planning and Research

For U.S. Mail: P.O. Box 3044, Sacramento, CA 95812-3044

Street Address: 1400 Tenth St., Sacramento, CA 95814

☑ County Clerk
County of: Orange
Address: 24031 El Toro Road, Suite 150
Laguna Hills, CA 92653

From: Public Agency: Coast Community College District
Address: 1370 Adams Avenue
Costa Mesa, CA 92626
Contact: Mr. Jerry Marchbank
Phone: 714/438-4731

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2010101005

Project Title:
Orange Coast College Maritime Training Center

Project Location (include county):
The project is located within the southwestern portion of the City of Newport Beach, at and adjacent to 1700 West Coast Highway

Project Description:
The OCC Maritime Training Center involves the implementation of an educational facility focusing on sailing, marine safety, seamanship, and vocational marine studies. The project will serve as an expansion of OCC's existing School of Sailing and Seamanship (SSS) within the City of Newport Beach. The proposed project is comprised of two primary facilities: 1) the two-story, approximately 10,000 square-foot OCC Maritime Training Center, situated on a 0.53-acre site on the inland site of West Coast Highway; and 2) a pedestrian bridge that will cross over West Coast Highway, connecting the proposed OCC Maritime Training Center to the existing OCC SSS.

This is to advise that the Coast Community College District ☒ Lead Agency or ☐ Responsible Agency has approved the above described project on December 8, 2010 (Date) and has made the following determinations regarding the above described project:

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☒ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public at: Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626

Signature (Public Agency) _____ Title _____
Date _____

Date received for filing at OPR:

Revised 2004

REFERENCE MATERIAL

1) INITIAL STUDY
2) RESPONSES TO COMMENTS
3) MITIGATION MONITORING AND REPORTING PROGRAM

REFERENCE MATERIAL

Responses to Comments

and

Mitigation Monitoring and Reporting Program

for the

Orange Coast College Maritime Training Center

SCH #: 2010101005

LEAD AGENCY:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Contact: *Dr. Ding-Jo H. Currie*
714.438.4600

PREPARED BY:

RBF Consulting
14725 Alton Parkway
Irvine, CA 92618
Contact: *Ms. Collette L. Morse, AICP*
(949) 472-3505

November 2010

JN 10-106619

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1. INTRODUCTION

The Orange Coast College (OCC) Maritime Training Center, proposed by the Coast Community College District (CCCD), is located at and adjacent to 1700 West Coast Highway (State Route 1), within the southwestern portion of the City of Newport Beach (City). The OCC Maritime Training Center involves the implementation of an educational facility focusing on sailing, marine safety, seamanship, and vocational marine studies. The project will serve as an expansion of OCC's existing School of Sailing and Seamanship (SSS) within the City. The proposed project is comprised of two primary facilities: 1) the two-story, approximately 10,000 square-foot OCC Maritime Training Center, situated on a 0.53-acre site on the inland site of West Coast Highway; and 2) a pedestrian bridge that will cross over West Coast Highway, connecting the proposed OCC Maritime Training Center to the existing OCC SSS.

Construction is anticipated to commence in 2012. The first phase of construction would consist of the Maritime Training Center, and would last approximately 12 months. The second phase would consist of the proposed pedestrian bridge and would last approximately 6 months. The timing between the two phases would depend on the availability of funding and changes in user demand at the existing OCC SSS.

In accordance with the *California Environmental Quality Act (CEQA) Guidelines* and the CCCD policies for implementing CEQA, an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared for the proposed project.

The IS/MND was made available for public review and comment pursuant to *CEQA Guidelines* Section 15070. The public review commenced on October 6, 2010 and expired on November 4, 2010. The IS/MND and supporting attachments were available for review by the general public at the CCCD's Administrative Office (1370 Adams Avenue, Costa Mesa), Newport Beach Public Library, Mariners Branch (2005 Dover Drive, Newport Beach) and the OCC SSS (1801 West Coast Highway, Newport Beach).

2. RESPONSES TO COMMENTS

During the public review period, comments were received on the IS/MND from certain interested public agencies and private parties. The following is a list of the persons, firms, or agencies that submitted comments on the IS/MND during the public review period:

Comment Letter No.	Person, Firm, or Agency	Letter Dated
1	Scott Morgan Director State Clearinghouse and Planning Unit Governor's Office of Planning and Research	November 5, 2010
2	Dave Singleton Program Analyst Native American Heritage Commission	October 28, 2010
3	Al Shami Project Manager Brownfields and Environmental Restoration Program California Department of Toxic Substances Control	November 1, 2010
4	Christopher Herre Branch Chief Local Development/Intergovernmental Review California Department of Transportation, District 12	November 3, 2010
5	Rosalinh Ung Associate Planner Planning Department City of Newport Beach	November 3, 2010
6	Fernie Sy Coastal Program Analyst II California Coastal Commission	November 4, 2010

Although the *CEQA Guidelines* do not require a Lead Agency to prepare written responses to comments received (see *CEQA Guidelines* Section 15088), the CCCD has elected to prepare the following written responses with the intent of conducting a comprehensive and meaningful evaluation of the proposed project.

The number designations in the responses are correlated to the bracketed and identified portions of each comment letter.

COMMENT NO. 1

STATE OF CALIFORNIA

Governor's Office of Planning and Research

State Clearinghouse and Planning Unit

Arnold Schwarzenegger
Governor

Cathleen Cox
Acting Director

November 5, 2010

Jerru Marchbank
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

Subject: Orange Coast College Maritime Training Center
SCH#: 2010101005

Dear Jerru Marchbank:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on November 4, 2010, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

> "A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly. 1.1

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Document Details Report
State Clearinghouse Data Base

SCH# 2010101005
Project Title Orange Coast College Maritime Training Center
Lead Agency Coast Community College District

Type MND Mitigated Negative Declaration
Description NOTES: Review Per Lead

The Orange Coast College (OCC) Maritime Training Center involves the implementation of an educational facility focusing on sailing, marine safety, seamanship, and vocational marine studies. The project will serve as an expansion of OCC's existing School of Sailing and Seamanship (SSS) within the City of Newport Beach. The proposed project is comprised of two primary facility: 1) the two-story, approximately 10,000sf OCC Maritime Training Center, situated on a 0.53 acre site on the inland site of West Coast Highway; and 2) a pedestrian bridge that will cross over West Coast Highway, connecting the proposed OCC Maritime Training Center to the existing OCC SSS.

Lead Agency Contact

Name Jerru Marchbank
Agency Coast Community College District
Phone 714-438-4731 **Fax**
email
Address 1370 Adams Avenue
City Costa Mesa **State** CA **Zip** 92626

Project Location

County Orange
City Newport Beach
Region
Lat / Long 33° 37' 1.88" N / 117° 55' 3.41" W
Cross Streets West Coast Highway/ Tustin Avenue
Parcel No. 049-222-31, -32, -33
Township 6S **Range** 10W **Section** 2 **Base** SBB&M

Proximity to:

Highways SR-1, SR-55
Airports
Railways Yes
Waterways Pacific Ocean, Lido Channel, Santa Ana River, Newport Bay
Schools Yes
Land Use The Maritime Training Center site is designated "Public Facilities" (PF) and "General Commercial" (CG 0.3) by the City's General Plan (General Plan), and "Retail Service Commercial, Mariner's Mile Overlay District" (RSC-MM) by the Zoning Code. The existing OCC School of Sailing and Seamanship is designated PF by the General Plan and Balboa Bay Club, Mariner's Mile Overlay District" (PC-45-MM) by the Zoning Code.

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Coastal Zone; Cumulative Effects; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Growth Inducing; Landuse; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Septic System; Sewer Capacity; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian; Wildlife

Reviewing Agencies Resources Agency; Department of Boating and Waterways; California Coastal Commission; Department of Fish and Game, Region 5; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 12; Regional Water Quality Control Board, Region 8; Department of Toxic Substances Control; Native American

Note: Blanks in data fields result from insufficient information provided by lead agency.

Document Details Report
State Clearinghouse Data Base

Heritage Commission; State Lands Commission

Date Received 10/05/2010 ***Start of Review*** 10/05/2010 ***End of Review*** 11/04/2010



Note: Blanks in data fields result from insufficient information provided by lead agency.

Response No. 1

Scott Morgan
Director
State Clearinghouse and Planning Unit
Governor's Office of Planning and Research
November 5, 2010

1.1 This procedural letter received from the State Clearinghouse acknowledges the close of the public review period for the IS/MND and verifies that the CCCD has complied with State Clearinghouse review requirements under CEQA. It also provides a summary of information contained within the State Clearinghouse's database for the proposed project. No further response is required.

COMMENT NO. 2

STATE OF CALIFORNIA — Arnold Schwarzenegger, Governor

NATIVE AMERICAN HERITAGE COMMISSION
915 CAPITOL MALL, ROOM 364
SACRAMENTO, CA 95814
(916) 653-6251
Fax (916) 657-5390
Web Site www.nahc.ca.gov
e-mail: ds_nahc@pacbell.net

October 28, 2010

Mr. Jerry Marchbank, Planner

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

Re: SCH#2010101005 CEQA Notice of Completion; Initial Study & proposed Mitigated Negative Declaration for the Orange Coast College Maritime Training Center Project.; located in the Coastal Area within the southwestern portion of the City of Newport Beach and adjacent to 1700 West Coast Highway, to include a Pedestrian Bridge over West Coast Highway; Orange County, California

Dear Mr. Marchbank:

The Native American Heritage Commission (NAHC) is the state 'trustee agency' pursuant to Public Resources Code §21070 for the protection and preservation of California's Native American Cultural Resources. (Also see *Environmental Protection Information Center v. Johnson (1985) 170 Cal App. 3rd 604)*. The California Environmental Quality Act (CEQA - CA Public Resources Code §21000-21177, amendment effective 3/18/2010) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the California Code of Regulations §15064.5(b)(c)(f) CEQA guidelines). Section 15382 of the CEQA Guidelines defines a significant impact on the environment as "a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ... objects of historic or aesthetic significance. The lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE), and if so, to mitigate that effect. State law also addresses Native American Religious Expression in Public Resources Code §5097.9. 2.1

The Native American Heritage Commission did perform a Sacred Lands File (SLF) search in the NAHC SLF Inventory, established by the Legislature pursuant to Public Resources Code §5097.94(a) and Native American Cultural Resources were identified within one-half mile of the Area of Potential Effect (APE). It is important to do early consultation with Native American tribes in your area as the best way to avoid unanticipated discoveries once a project is underway and to learn of any sensitive cultural areas. Enclosed are the names of the culturally affiliated tribes and interested Native American individuals that the NAHC recommends as 'consulting parties,' for this purpose, that may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). A Native American Tribe or Tribal Elder may be the only source of information about a cultural resource.. Also, the NAHC recommends that a Native American Monitor or Native American culturally knowledgeable person be employed whenever a professional archaeologist is employed during the 'Initial Study' and in other phases of the environmental planning processes. 2.2

Furthermore the NAHC recommends that you contact the California Historic Resources Information System (CHRIS) of the Office of Historic Preservation (OHP), for information on recorded archaeological data. This information is available at the OHP Office in Sacramento (916) 445-7000.

Consultation with tribes and interested Native American tribes and interested Native American individuals, as consulting parties, on the NAHC list ,should be conducted in compliance with the requirements of federal NEPA (42 U.S.C. 4321-43351) and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 [f)]*et seq.),* 36 CFR Part 800.3, the President's Council on Environmental Quality (CSQ; 42 U.S.C. 4371 *et seq.*) and NAGPRA (25 U.S.C. 3001-3013), as appropriate. The 1992 *Secretary of the Interior's Standards for the Treatment of Historic Properties* were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including *cultural landscapes.* Consultation with Native American communities is also a matter of environmental justice as defined by California Government Code §65040.12(e).

Lead agencies should consider avoidance, as defined in Section 15370 of the California Environmental Quality Act (CEQA) when significant cultural resources could be affected by a project. Also, Public Resources Code Section 5097.98 and Health & Safety Code Section 7050.5 provide for provisions for accidentally discovered archeological resources during construction and mandate the processes to be followed in the event of an accidental discovery of any human remains in a project location other than a 'dedicated cemetery. Discussion of these should be included in your environmental documents, as appropriate. 2.2

The authority for the SLF record search of the NAHC Sacred Lands Inventory, established by the California Legislature, is California Public Resources Code §5097.94(a) and is exempt from the CA Public Records Act (c.f. California Government Code §6254.10). The results of the SLF search are confidential. However, Native Americans on the attached contact list are not prohibited from and may wish to reveal the nature of identified cultural resources/historic properties. Confidentiality of "historic properties of religious and cultural significance' may also be protected the under Section 304 of the NHPA or at the Secretary of the Interior' discretion if not eligible for listing on the National Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C, 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APE and possibly threatened by proposed project activity.

CEQA Guidelines, Section 15064.5(d) requires the lead agency to work with the Native Americans identified by this Commission if the initial Study identifies the presence or likely presence of Native American human remains within the APE. CEQA Guidelines provide for agreements with Native American, identified by the NAHC, to assure the appropriate and dignified treatment of Native American human remains and any associated grave liens. Although tribal consultation under the California Environmental Quality Act (CEQA; CA Public Resources Code Section 21000 – 21177) is 'advisory' rather than mandated, the NAHC does request 'lead agencies' to work with tribes and interested Native American individuals as 'consulting parties,' on the list provided by the NAHC in order that cultural resources will be protected. However, the 2006 SB 1059 the state enabling legislation to the Federal Energy Policy Act of 2005, does mandate tribal consultation for the 'electric transmission corridors. This is codified in the California Public Resources Code, Chapter 4.3, and §25330 to Division 15, requires consultation with California Native American tribes, and identifies both federally recognized and non-federally recognized on a list maintained by the NAHC 2.3

Health and Safety Code §7050.5, Public Resources Code §5097.98 and Sec. §15064.5 (d) of the California Code of Regulations (CEQA Guidelines) mandate procedures to be followed, including that construction or excavation be stopped in the event of an accidental discovery of any human remains in a location other than a dedicated cemetery until the county coroner or medical examiner can determine whether the remains are those of a Native American. . Note that §7052 of the Health & Safety Code states that disturbance of Native American cemeteries is a felony. 2.4

Please feel free to contact me at (916) 653-6251 if you have any questions.

Sincerely,

Dave Singleton
Program Analyst

Attachment: List of Culturally Affiliated Native American Contacts

Cc: State Clearinghouse

Native American Contacts
Orange County
October 28, 2010

Ti'At Society/Inter-Tribal Council of Pimu
Cindi M. Alvitre, Chairwoman-Manisar
6515 E. Seaside Walk, #C Gabrielino
Long Beach , CA 90803
calvitre@yahoo.com
(714) 504-2468 Cell

Gabrielino Tongva Nation
Sam Dunlap, Chairperson
P.O. Box 86908 Gabrielino Tongva
Los Angeles , CA 90086
samdunlap@earthlink.net
(909) 262-9351 - cell

Juaneno Band of Mission Indians Acjachemen Nation
David Belardes, Chairperson
32161 Avenida Los Amigos Juaneno
San Juan Capistrano CA 92675
DavidBelardes@hotmail.
(949) 293-8522
(949) 493-4933 - Home

Juaneno Band of Mission Indians Acjachemen Nation
Anthony Rivera, Chairman
31411-A La Matanza Street Juaneno
San Juan Capistrano CA 92675-2674
arivera@juaneno.com
(949) 488-3484
(530) 354-5876 - cell

2.5

Tongva Ancestral Territorial Tribal Nation
John Tommy Rosas, Tribal Admin.
, Gabrielino Tongva
tattnlaw@gmail.com
310-570-6567

Gabrielino Tongva Indians of California Tribal Council
Robert F. Doramae, Tribal Chair/Cultural
P.O. Box 490 Gabrielino Tongva
Bellflower , CA 90707
gtongva@verizon.net
562-761-6417 - voice
562-925-7989 - fax

Gabrieleno/Tongva San Gabriel Band of Mission
Anthony Morales, Chairperson
PO Box 693 Gabrielino Tongva
San Gabriel , CA 91778
GTTribalcouncil@aol.com
(626) 286-1632
(626) 286-1758 - Home
(626) 286-1262 -FAX

Juaneno Band of Mission Indians
Alfred Cruz, Culural Resources Coordinator
P.O. Box 25628 Juaneno
Santa Ana , CA 92799
alfredgcruz@sbcglobal.net
714-998-0721
714-998-0721 - FAX
714-321-1944 - cell

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code. Also, federal National Environmental Policy Act (NEPA), National Historic Preservation Act, Section 106 and fed eral NAGPRA. And 36 CFR Part 800.

This list is only applicable for contacting local Native Americans for consultation purposes with regard to cultural resources impact by the proposed SCH#2010101005; CEQA Notice of Completion; Initial Study & Mitigated Negative Declaration for the Orange Coast College Maritime Training Center; located in the southwestern portion of the City of Newport Beach at and adjacent to 1700 West Coast Highway; Orange County, California.

Native American Contacts
Orange County
October 28, 2010

Juaneño Band of Mission Indians
Sonia Johnston, Tribal Chairperson
P.O. Box 25628 Juaneno
Santa Ana , CA 92799
sonia.johnston@sbcglobal.net
(714) 323-8312

Juaneno Band of Mission Indians Acjachemen Nation
Joyce Perry; Representing Tribal Chairperson
4955 Paseo Segovia Juaneno
Irvine , CA 92612
949-293-8522

Juaneno Band of Mission Indians
Anita Espinoza
1740 Concerto Drive Juaneno
Anaheim , CA 92807
(714) 779-8832

Gabrielino-Tongva Tribe
Linda Candelaria, Chairwoman
1875 Century Park East, Suite 1500
Los Angeles , CA 90067 Gabrielino
lcandelaria1@gabrielinoTribe.org
310-428-5767- cell
(310) 587-2281

United Coalition to Protect Panhe (UCPP)
Rebecca Robles
119 Avenida San Fernando Juaneno
San Clemente CA 92672
rebrobles1@gmail.com
(949) 573-3138

Gabrielino-Tongva Tribe
Bernie Acuna
1875 Century Pk East #1500 Gabrielino
Los Angeles , CA 90067
(310) 428-7720 - cell
(310) 587-2281

2.5

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code. Also, federal National Environmental Policy Act (NEPA), National Historic Preservation Act, Section 106 and federal NAGPRA. And 36 CFR Part 800.

This list is only applicable for contacting local Native Americans for consultation purposes with regard to cultural resources impact by the proposed SCH#2010101005; CEQA Notice of Completion; Initial Study & Mitigated Negative Declaration for the Orange Coast College Maritime Training Center; located in the southwestern portion of the City of Newport Beach at and adjacent to 1700 West Coast Highway; Orange County, California.

Response No. 2

Dave Singleton
Program Analyst
Native American Heritage Commission
October 28, 2010

2.1 This paragraph provides an introductory discussion regarding the Native American Heritage Commission (NAHC) and requirements for the analysis of historical and archaeological resources under CEQA. No additional response is required.

2.2 As part of the *Phase I Cultural Resources Assessment* (*Cultural Resources Assessment*) prepared for the proposed project (included as Appendix B of the IS/MND), the NAHC was contacted in order to initiate consultation with potentially affected Native American tribes. The same 14 tribal contacts listed as part of Comment 1.5 (below) were consulted to solicit input regarding the potential impacts to Native American resources as a result of project implementation. As shown in the *Cultural Resources Assessment*, written responses were received from the Tongva Ancestral Territorial Tribal Nation and the Juaneno Band of Mission Indians Acjachemen Nation. Phone conversations occurred with the Juaneno Band of Mission Indians and the Gabrielino/Tongva San Gabriel Band of Mission Indians. Although several responses indicated the presence of resources in the region, none pointed to known resources occurring on-site. However, given that resources are known to occur within 0.5-mile of the site, Mitigation Measure CUL-1 has been provided within the IS/MND, which would provide for mitigation in the event buried cultural resources are discovered during project grading. Moreover, Mitigation Measure CUL-3 has also been incorporated into the IS/MND, in the event human remains are found during construction. In the event remains are discovered, the NAHC would be contacted to determine the appropriate course of action.

2.3 As stated above, the *Cultural Resources Assessment* included consultation with Native American tribes identified by the NAHC. Refer to Response 1.2, above, for information regarding tribal input and mitigation provided within the IS/MND.

2.4 As stated within Response 1.2, Mitigation Measure CUL-3 has also been incorporated into the IS/MND. This measure is intended to address impacts in the event human remains are found during construction. In the event remains are discovered, the NAHC would be contacted to determine the appropriate course of action.

2.5 This portion of the comment letter provides contact information for potentially-affected Native American tribes. No further response is required.

COMMENT NO. 3

Department of Toxic Substances Control

Maziar Movassaghi
Acting Director
5796 Corporate Avenue
Cypress, California 90630

Linda S. Adams
Secretary for
Environmental Protection

Arnold Schwarzenegger
Governor

November 1, 2010

Mr. Jerry Marchbank
Environmental Health & Safety Specialist
Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626

DRAFT MITIGATED NEGATIVE DECLARATION FOR ORANGE COAST COLLEGE MARITIME TRAINING CENTER (SCH# 2010101005)

Dear Mr. Marchbank:

The Department of Toxic Substances Control (DTSC) has received your submitted document for the above-mentioned project. As stated in your document: "The proposed Orange Coast College (OCC) Maritime Training Center will be constructed on the north (inland) side of West Coast Highway on property owned currently by the Orange County Sanitation District (OCSD). Subsequent to acquiring the 0.53-acre parcel from OCSD, the Coast Community College District (CCCD) will construct a 2-story facility with approximately 10,000 gross square feet of teaching, learning, and lecture space. First-floor improvements will consist of parking facilities and ancillary improvements, while the second story will include educational and training facilities". 3.1

Based on the review of the submitted document DTSC has the following comments: 3.2

1) The ND should identify and determine whether current or historic uses at the project area may have resulted in any release of hazardous wastes/substances.

2) The document states that the ND would identify any known or potentially contaminated sites within the proposed project area. For all identified sites, the ND should evaluate whether conditions at the site may pose a threat to human health or the environment. Following are the databases of some of the regulatory agencies:

- National Priorities List (NPL): A list maintained by the United States Environmental Protection Agency (U.S.EPA).
- EnviroStor, a database primarily used by the California Department of Toxic Substances Control, at www. Envirostor.dtsc.ca.gov.
- Resource Conservation and Recovery Information System (RCRIS): A database of RCRA facilities that is maintained by U.S. EPA.
- Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS): A database of CERCLA sites that is maintained by U.S.EPA.
- Solid Waste Information System (SWIS): A database provided by the California Integrated Waste Management Board which consists of both open as well as closed and inactive solid waste disposal facilities and transfer stations.
- GeoTracker: A List that is maintained by Regional Water Quality Control Boards.
- Local Counties and Cities maintain lists for hazardous substances cleanup sites and leaking underground storage tanks.
- The United States Army Corps of Engineers, 911 Wilshire Boulevard, Los Angeles, California, 90017, (213) 452-3908, maintains a list of Formerly Used Defense Sites (FUDS).

3.2

3) The ND should identify the mechanism to initiate any required investigation and/or remediation for any site that may be contaminated, and the government agency to provide appropriate regulatory oversight. If hazardous materials or wastes were stored at the site, an environmental assessment should be conducted to determine if a release has occurred. If so, further studies should be carried out to delineate the nature and extent of the contamination, and the potential threat to public health and/or the environment should be evaluated. It may be necessary to determine if an expedited response action is required to reduce existing or potential threats to public health or the environment. If no immediate threat exists, the final remedy should be implemented in compliance with state laws, regulations and policies.

4) The project construction may require soil excavation and soil filling in certain areas. Appropriate sampling is required prior to disposal of the excavated soil. If the soil is contaminated, properly dispose of it rather than placing it in another location. Land Disposal Restrictions (LDRs) may be applicable to these soils. Also, if the project proposes to import soil to backfill the areas excavated, proper sampling should be conducted to make sure that the imported soil is free of contamination.

5) Human health and the environment of sensitive receptors should be protected during the construction or demolition activities. A study of the site overseen by the appropriate government agency might have to be conducted to determine if there are, have been, or will be, any releases of hazardous materials that may pose a risk to human health or the environment.

6) If during construction/demolition of the project, soil and/or groundwater contamination is suspected, construction/demolition in the area should cease and appropriate health and safety procedures should be implemented. If it is determined that contaminated soil and/or groundwater exist, the ND should identify how any required investigation and/or remediation will be conducted, and the appropriate government agency to provide regulatory oversight.

7) If weed abatement occurred, onsite soils may contain herbicide residue. If so, proper investigation and remedial actions, if necessary, should be conducted at the site prior to construction of the project.

8) If it is determined that hazardous wastes are, or will be, generated by the proposed operations, the wastes must be managed in accordance with the California Hazardous Waste Control Law (California Health and Safety Code, Division 20, Chapter 6.5) and the Hazardous Waste Control Regulations (California Code of Regulations, Title 22, Division 4.5). If it is determined that hazardous wastes will be generated, the facility should also obtain a United States Environmental Protection Agency Identification Number by contacting (800) 618-6942. Certain hazardous waste treatment processes or hazardous materials, handling, storage or uses may require authorization from the local Certified Unified Program Agency (CUPA). Information about the requirement for authorization can be obtained by contacting your local CUPA.



3.2

9) DTSC can provide guidance for cleanup oversight through an Environmental Oversight Agreement (EOA) for government agencies that are not responsible parties, or a Voluntary Cleanup Agreement (VCA) for private parties. For additional information on the EOA or VCA, please see www.dtsc.ca.gov/SiteCleanup/Brownfields, or contact Ms. Maryam Tasnif-Abbasi, DTSC's Voluntary Cleanup Coordinator, at (714) 484-5489.

3.2

If you have any questions regarding this letter, please contact me at ashami@dtsc.ca.gov, or by phone at (714) 484-5472.

Sincerely,

Al Shami
Project Manager
Brownfields and Environmental Restoration Program

cc: Governor's Office of Planning and Research
State Clearinghouse
P.O. Box 3044
Sacramento, California 95812-3044
state.clearinghouse@opr.ca.gov

CEQA Tracking Center
Department of Toxic Substances Control
Office of Environmental Planning and Analysis
P.O. Box 806
Sacramento, California 95812
ADelacr1@dtsc.ca.gov

CEQA # 3034

Response No. 3

Al Shami
Project Manager
Brownfields and Environmental Restoration Program
California Department of Toxic Substances Control
November 1, 2010

3.1 This introductory paragraph provides a summary of the project description. No further response is required.

3.2 These comments pertain to analysis that should be performed to determine hazardous materials impacts related to the project. They also describe measures that should be taken to mitigate potential effects related to hazardous materials. As part of the IS/MND, a *Phase I Environmental Site Assessment* (*Phase I ESA*) was prepared to provide a detailed description of potential hazards through site reconnaissance, a search of public records, and a review of historical uses on and surrounding the site. The *Phase I ESA* was provided as Appendix D of the IS/MND. The *Phase I ESA* was prepared in accordance with regulatory agency requirements and American Society for Testing and Materials (ASTM) standards, and provides recommendations for monitoring and testing prior to and during construction. The proposed project would be subject to existing Federal, State, and local regulatory requirements pertaining to hazardous materials. Based on the findings of the IS/MND, impacts were determined to be less than significant.

COMMENT NO. 4

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF TRANSPORTATION
District 12
3337 Michelson Drive, Suite 380
Irvine, CA 92612-8894
Tel: (949) 724-2267
Fax: (949) 724-2592

Post-it® Fax Note 7671	Date 11-4-10	# of pages ▶ 2
To J. Marchbank	From D. Davis	
Co./Dept. CCCD	Co. CALTRANS	
Phone # 714 438-4731	Phone # (949) 440-3487	
Fax # 714 438-4893	Fax # (949) 724-2592	

Flex your power! Be energy efficient!

November 3, 2010

Mr. Jerry Marchbank
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

File: IGR/CEQA
SCH#: 2010101005
Log #: 2604
SR-1

Subject: Orange Coast College Maritime Training Center

Dear Mr Marchbank,

Thank you for the opportunity to review and comment on the **Mitigated Negative Declaration for the Orange Coast College (OCC) Maritime Training Center.** The proposed project involves the implementation of an educational facility focusing on sailing, marine safety, seamanship, and vocational marine studies. The project will serve as an expansion of OCC's existing School of Sailing and Seamanship (SSS) within the City of Newport Beach. The proposed project is comprised of two primary facilities: 1) the 2-story, approximately 10,000 square-foot OCC Maritime Training Center, situated on a 0.53-acre site on the inland side of West Coast Highway (SR-1); and 2) a pedestrian bridge that will cross over SR-1, connecting the proposed OCC Maritime Training Center and the existing OCC SSS. The nearest State route to the project is SR-1. 4.1

The California Department of Transportation (Department), District 12 is a responsible agency on this project and has the following comments:

1. If any project work (e.g. storage of materials, street widening, emergency access improvements, sewer connections, sound walls, storm drain construction, street connections, etc.) will occur in the vicinity of the Department's Right-of-Way, an encroachment permit is required prior to commencement of work. Please allow 2 to 4 weeks for a complete submittal to be reviewed and for a permit to be issued. When applying for an Encroachment Permit, please incorporate Environmental Documentation, SWPPP/ WPCP, Hydraulic Calculations, Traffic Control Plans, Geotechnical Analysis, Right-of-Way certification and all relevant design details including design exception approvals. For specific details on the Department's Encroachment Permits procedure, please refer to the Department's Encroachment Permits Manual. The latest edition of the manual is available on the web site: http://www.dot.ca.gov/hq/traffops/developserv/permits/ 4.2

2. All work performed within the Department's Right-of-Way shall be in accordance with the Department's Standard Specifications, Standard Plans, Encroachment Permit manual, and the California MUTCD.

3. The Project must comply with the American's with Disability Act (ADA) design guidelines conforming to California Government Code 4450.

4. All non-standard design features/elements must propose and obtain approved fact sheet exceptions to mandatory design standards. 4.2

5. The Department recommends that one of the two driveways on the proposed site inland of West Coast Highway be designated for entering only and the other be designated for exiting only. The parking lot should be delineated for one-way travel from east to west. This will reduce vehicle conflicts at the ingress/regress point that could impact traffic flow on SR-1. 4.3

Please continue to keep us informed of this project and any future developments, which could potentially impact State transportation facilities. If you have any questions or need to contact us, please do not hesitate to call Damon Davis at (949) 440-3487. 4.4

Sincerely,

Christopher Herre, Branch Chief
Local Development/Intergovernmental Review

C: Terry Roberts, Office of Planning and Research

Response No. 4

Christopher Herre
Branch Chief
Local Development/Intergovernmental Review
California Department of Transportation, District 12
November 3, 2010

4.1 This introductory paragraph provides a summary of the project description. No further response is required.

4.2 These comments relate to the acquisition of an encroachment permit and adherence to California Department of Transportation (Caltrans) standards for work performed within Caltrans right-of-way. The CCCD has initiated consultation with Caltrans regarding implementation of the proposed pedestrian bridge, and an encroachment permit would be acquired prior to construction. All work within Caltrans right-of-way would adhere to Caltrans standards. In addition, the proposed pedestrian bridge would be in compliance with American's with Disabilities Act (ADA) design guidelines.

4.3 In agreement with Caltrans' recommendation, the proposed project will be designed such that the easterly project driveway would be utilized for ingress only, while the westerly project driveway would be utilized for egress only. This would minimize traffic impacts along West Coast Highway.

4.4 This paragraph provides a conclusion to the letter and Caltrans contact information. No further response is required.

COMMENT NO. 5

CITY OF NEWPORT BEACH

PLANNING DEPARTMENT

Mr. Jerry Marchbank
Environmental Health & Safety Specialist
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

Subject: Mitigated Negative Declaration for the expansion of Orange Coast College Maritime Training Center, Newport Beach CA

Dear Mr. Marchbank:

The City of Newport Beach appreciates this opportunity to provide comments on the proposed expansion of Orange Coast College's existing School of Sailing and Seamanship within the City of Newport Beach. The City Traffic Engineer's comments on the Mitigated Negative Declaration (MND) are as follows: **5.1**

1. The MND stated that during construction of the south columns and footing, two 12 ft left lanes, a 2 ft right shoulder, and a 5 ft sidewalk will be maintained in the northbound direction. Please clarify if it is two 12 ft through lanes instead of left lanes. **5.2**
2. Northbound and southbound travel ways will be separated by a one-foot painted median. This is too narrow. Staff is requesting the review of a Traffic Control Plan when it is available in order to determine the appropriate median width. **5.3**
3. A night time closure of W. Coast Highway to allow placement of the truss on the completed columns. Please clarify whether it is a lane closure or complete closure of Coast Highway that is being proposed. The complete closure of Coast Highway would not be possible. **5.4**

Please address the above comments/concerns. Should you have any questions, you may contact our City Traffic Engineer, Tony Brine, at 949-644-3329. **5.5**

Sincerely,

Rosalinh M. Ung
Associate Planner

c: Tony Brine, Public Works Dept.

Response No. 5

Rosalinh Ung
Associate Planner
Planning Department
City of Newport Beach
November 3, 2010

5.1 This paragraph provides an introduction to the comment letter. No further response is required.

5.2 During construction of the south column and footing, two 12-foot through lanes will be maintained on West Coast Highway in the northbound direction.

5.2 West Coast Highway is owned and maintained by Caltrans. To ensure the safety of vehicles traveling along West Coast Highway, a Traffic Control Plan will be prepared for the project as part of the final Plans, Specifications and Estimates. In response to the City's request, the Traffic Control Plan will be made available for review by the City of Newport Beach and review and approval by Caltrans.

5.3 The CCCD acknowledges the City's concerns involving the closure of West Coast Highway for construction of the proposed pedestrian bridge. However, to ensure safe installation of the bridge truss on the completed columns, a temporary complete closure of West Coast Highway would be required. This closure would occur over one night, to minimize traffic impacts to the maximum extent practicable. In addition, as provided within Mitigation Measure HAZ-3 of the IS/MND, a Traffic Management Plan will be prepared for the project as part of the final Plans, Specifications and Estimates for review and approval by the City of Newport Beach and Caltrans.

5.4 This paragraph provides a conclusion to the comment letter and contact information for the City. No further response is required.

STATE OF CALIFORNIA - NATURAL RESOURCES AGENCY ARNOLD SCHWARZENEGGER, *Governor*

CALIFORNIA COASTAL COMMISSION
South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071

November 4, 2010

Mr. Jerry Marchbank
Environmental Health & Safety Specialist
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

Re: Orange Coast College Maritime Training Center Project
Mitigated Negative Declaration (SCH# 2010101005)

Dear Mr. Marchbank,

Thank you for the opportunity to review the Mitigated Negative Declaration (MND) for the Orange Coast College (OCC) Maritime Training Center Project. According to the Mitigated Negative Declaration, the proposed project is the construction of the OCC Maritime Training Center and a pedestrian bridge that will cross over West Coast Highway, connecting the proposed OCC Maritime Training Center to the existing OCC School of Sailing & Seamanship (SSS).

The proposed pedestrian bridge that will cross over West Coast Highway is located within the Coastal Zone in the City of Newport Beach. The proposed development will require a Coastal Development Permit from the California Coastal Commission. 6.1

The following comments address the issue of the proposed project's consistency with the Chapter 3 policies of the California Coastal Act of 1976. The comments contained herein are preliminary and those of Coastal Commission staff only and should not be construed as representing the opinion of the Coastal Commission itself. As described below, the proposed project raises issues related to visual impacts, public access and water quality.

Below are the comments by Commission staff on the Mitigated Negative Declaration.

1. Visual Impacts

The project site is located within and adjacent to a public view road (West Coast Highway) and can been seen from a public view park (King's Road Park), as designated in the City's certified Land Use Plan (LUP).

The Mitigated Negative Declaration states that the proposed pedestrian bridge would be visible from King's Road Park and West Coast Highway, but that coastal public views of Newport Bay, the beaches, or the Pacific Ocean would not be impacted. The certified LUP includes policies to protect and enhance coastal public views of the ocean, harbor, and upper bay. While the Mitigated Negative Declaration states that coastal public views from King's Road Park and 6.2

West Coast Highway will not be impacted, it appears that the upper portion of the elevator tower to be located on the existing OCC SSS site would potentially impact coastal public views from King's Road Park as well as West Coast Highway. Can the upper portion of the proposed elevator tower be lowered so as to eliminate or reduce any impacts to coastal public views? 6.2

2. Public Access

The Mitigated Negative Declaration states that the proposed pedestrian bridge will provide connectivity between the two OCC facilities and will also provide a new publicly accessible crossing on West Coast Highway. Will public access to the bridge be available 24 hours a day? Is there any intention to prevent public access to the bridge at any time during the morning, day or evening? The proposed pedestrian bridge should provide unobstructed public access. 6.3

3. Water Quality

While the Mitigated Negative Declaration states that a Water Quality Management Plan (WQMP) will be prepared for the OCC Maritime Training Center component to identify structural and/or non-structural best management practices to minimize any long-term water quality impacts, no measures have been proposed for the pedestrian bridge component. Are there any measures which can be incorporated to deal with any potential long-term water quality impacts associated with the proposed pedestrian bridge? 6.4

Thank you for the opportunity to comment on the Mitigated Negative Declaration (MND) for the OCC Maritime Training Center Project. Commission staff request notification of any future activity associated with this project or related projects. Please note, the comments provided herein are preliminary in nature. Additional and more specific comments may be appropriate as the project develops into final form and when an application is submitted for a coastal development permit. Please feel free to contact me at 562-590-5071 with any questions. 6.5

Sincerely,

Fernie Sy
Coastal Program Analyst II

Cc: State Clearinghouse

Response No. 6

Fernie Sy
Coastal Program Analyst II
California Coastal Commission
November 3, 2010

6.1 This paragraph provides an introduction to the comment letter. However, in the second paragraph of the letter, a statement is included that, "the proposed pedestrian bridge that will cross over West Coast Highway is located within the Coastal Zone in the City of Newport Beach. The proposed development will require a Coastal Development Permit from the California Coastal Commission."

Since the Coastal Zone boundary in the project area lies along the inland edge of the West Coast Highway right-of-way, the CCCD acknowledges that the proposed pedestrian bridge would be subject to a Coastal Development Permit (CDP). However, since the entire Maritime Training Center site lies outside of the Coastal Zone, it is the CCCD's understanding that the Maritime Training Center would not be subject to a CDP. In addition, it is CCCD's understanding that, at the California Coastal Commission's discretion, the pedestrian bridge may be permitted under an amendment to the existing OCC School of Sailing and Seamanship CDP. The CCCD will further consult with the California Coastal Commission (CCC) to confirm this understanding.

6.2 The elevator tower in question is necessary for the function of the elevator in order to house equipment and machinery. Although the photosimulations provided within the IS/MND were based upon preliminary architectural design, it is unlikely that the height of the elevator tower could be reduced (due to the height of the elevator landing, cab, and safety requirements). Design components associated with the proposed Maritime Training Center and pedestrian bridge (including the elevator tower) would be subject to refinement as final design occurs. The CCCD will consult with the California Coastal Commission during the final design effort and CDP process to minimize visual impacts to the maximum extent practicable.

6.3 Stairway access to the proposed pedestrian bridge over West Coast Highway would be unobstructed and maintained 24 hours a day. However, for safety and security concerns, elevator access would not be available during the late evening hours.

6.4 As stated within the IS/MND, the proposed pedestrian bridge is not anticipated to result in water quality impacts during long-term operations. The proposed bridge would occur over West Coast Highway; thus, the bridge would not result in any increase in impervious area. Moreover, the bridge facility would not result in the potential for pollutants affecting water quality. As such, it is not anticipated that long-term water quality features would be required for the proposed bridge.

6.5 This paragraph provides a closing to the comment letter. No further response is required.

3. MITIGATION MONITORING AND REPORTING PROGRAM

CEQA requires that when a public agency completes an environmental document which includes measures to mitigate or avoid significant environmental effects, the public agency must adopt a reporting or monitoring plan. This requirement ensures that environmental impacts found to be significant will be mitigated. The reporting or monitoring plan must be designed to ensure compliance during project implementation (*Public Resources Code* Section 21081.6).

In compliance with *Public Resources Code* Section 21081.6, the attached *Mitigation Monitoring and Reporting Program* has been prepared for the proposed OCC Maritime Training Center. This *Mitigation Monitoring and Reporting Program* is intended to provide verification that all applicable Conditions of Approval relative to significant environmental impacts are monitored and reported. Monitoring will include 1) verification that each mitigation measure has been implemented; 2) recordation of the actions taken to implement each mitigation; and 3) retention of records in the project file.

This *Mitigation Monitoring and Reporting Program* delineates responsibilities for monitoring the project, but also allows the CCCD flexibility and discretion in determining how best to monitor implementation. Monitoring procedures will vary according to the type of mitigation measure. Adequate monitoring consists of demonstrating that monitoring procedures took place and that mitigation measures were implemented.

Reporting consists of establishing a record that a mitigation measure is being implemented, and generally involves the following steps:

- The CCCD distributes reporting forms to the appropriate entities for verification of compliance.
- Departments/agencies with reporting responsibilities will review the Initial Study, which provides general background information on the reasons for including specified mitigation measures.
- Problems or exceptions to compliance will be addressed to the CCCD as appropriate.
- Periodic meetings may be held during project implementation to report on compliance of mitigation measures.
- Responsible parties provide the CCCD with verification that monitoring has been conducted and ensure, as applicable, that mitigation measures have been implemented. Monitoring compliance may be documented through existing review and approval programs such as field inspection reports and plan review.
- The CCCD prepares a reporting form periodically during the construction phase and an annual report summarizing all project mitigation monitoring efforts.
- Appropriate mitigation measures will be included in construction documents and/or conditions of permits/approvals.

Minor changes to the *Mitigation Monitoring and Reporting Program*, if required, would be made in accordance with CEQA and would be permitted after further review and approval by the CCCD. Such changes could include reassignment of monitoring and reporting responsibilities, plan redesign to make any appropriate improvements, and/or modification, substitution or deletion of mitigation measures subject to conditions described in *CEQA Guidelines* Section 15162. No change will be permitted unless the *Mitigation Monitoring and Reporting Program* continues to satisfy the requirements of *Public Resources Code* Section 21081.6.

MITIGATION MONITORING AND REPORTING CHECKLIST

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
AESTHETICS							
AES-1	Construction equipment staging areas shall be located, to the greatest extent feasible, away from surrounding sensitive receptors in order to minimize public views to equipment. Appropriate screening (i.e., temporary fencing with opaque material) shall be utilized to shield views of construction equipment and material. Compliance with this measure shall be subject to periodic field inspection by the Coast Community College District.	Construction Field Inspection	During Construction	CCCD; Construction Contractor			
AES-2	Prior to occupancy of the Maritime Training Center, all on-site lighting shall be shielded and confined within site boundaries. Light spill-off shall not be permitted onto public streets or adjacent properties or create a public nuisance. "Wal-Pak" types of lighting fixtures shall not be utilized on-site, and parking lighting shall be shielded for zero glare spill-off. All such light fixtures shall be noted on project plans.	Review and Approval of Project Plans	Prior to Approval of Project Plans	CCCD; California Division of the State Architect			
AES-3	The building plans (to be approved by the California Division of the State Architect and the California Department of Transportation) shall depict that no light shall be affixed to the pedestrian bridge that would cause rays to be directed onto West Coast Highway, and that bridge lighting shall have a cutoff of 90 degrees or less to contain nighttime glare.	Review and Approval of Project Plans	Prior to Approval of Project Plans	CCCD; California Division of the State Architect; California Department of Transportation			
AIR QUALITY							
AQ-1	During demolition, hauling, or other construction operations, excessive fugitive dust emissions shall be controlled by regular water or other dust	Review and Approval of Project Plans;	Prior to Approval of Project Grading Plans;	CCCD; Construction Contractor			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	preventive measures using the following procedures, as specified in the SCAQMD Rule 403. • Limit on-site vehicle speed to 15 miles per hour. • Water material excavated or graded sufficiently to prevent excessive amounts of dust. Water three times daily with complete coverage, preferably in the late morning and after work is done for the day. • Water or securely cover material transported on-site or off-site sufficiently to prevent generating excessive amounts of dust. • Minimize area disturbed by clearing, grading, earth moving, or excavation operations so as to prevent generating excessive amounts of dust. • Indicate these control techniques in project specifications. Compliance with the measure will be subject to periodic site inspections by the City. • Prevent visible dust from the project from emanating beyond the property line, to the maximum extent feasible. • Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for ten days or more).	CCCD Field Inspections	During Construction / Grading Activity				

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	• Trucks transporting soil, sand, cut or fill materials, and/or construction debris to or from the site must be tarped from the point of origin.						
AQ-2	Ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the Coast Community College District. Compliance with this measure shall be subject to periodic inspections of construction equipment vehicles by the Coast Community College District and included in construction bid documents.	Review and Approval of Project Plans; CCCD Field Inspections	Prior to Construction / Grading Activity; During Construction	CCCD; Construction Contractor			
AQ-3	All trucks that are to haul material shall comply with California Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. This provision shall be provided in construction bid documents.	Review and Approval of Project Plans; CCCD Field Inspections	Prior to Construction / Grading Activity; During Construction	CCCD; Construction Contractor			
CULTURAL RESOURCES							
CUL-1	In the event buried cultural resources are discovered during grading activities, an Orange County-certified archaeologist shall be retained to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If warranted, the archaeologist shall collect the resource, and prepare a technical report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition and extent of the resources), final mitigation recommendations, and cost estimates. The Coast Community College District shall prepare excavated materials to the	During Grading and Excavation	During Grading and Excavation	CCCD; Orange County-Certified Archaeologist			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	point of identification, and shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. The Coast Community College District shall pay curatorial fees if an applicable fee program has been adopted by the County's Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee.						
CUL-2	Prior to the issuance of any grading permit, the Coast Community College District shall provide written evidence to the City of Newport Beach Planning and Building Departments that is has retained an Orange County-certified paleontologist to observe grading activities and salvage and catalogue fossils as determined necessary by the project paleontologist. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the Coast Community College District, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are discovered and found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the Coast Community College District, which ensure proper exploration and/or salvage. Prior to the release of the grading bond the Coast Community College District shall submit the paleontologist's follow-up report for approval. The report shall include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. The Coast Community College District	Written Evidence to City of Newport Beach Planning and Building Departments	Prior to Issuance of Grading Permit	CCCD; City of Newport Beach Planning and Building Departments			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	shall prepare excavated material to the point of identification and shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. The Coast Community College District shall pay curatorial fees if an applicable fee program has been adopted by the County's Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee.						
CUL-3	In the event human remains are found during construction, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are or believed to be Native American, the County Coroner shall notify the Native American Heritage Commission in Sacramento within 48 hours. In accordance with Section 5097.98 of the California Public Resources Code, the NAHC must immediately notify those persons it believes to be the most likely descended from the deceased Native American. The descendents shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.	Construction Activities	During Construction	CCCD; Construction Contractor; County Coroner; Native American representative (if necessary)			
GEOLOGY AND SOILS							
GEO-1	Prior to approval of structural plans, the Coast Community College District shall ensure that the proposed Maritime Training Center and associated	Review and Approval of Structural Plans	Prior to Approval of Project Structural Plans	CCCD; California Division of the State Architect			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	pedestrian bridge meet the seismic design parameters identified in the latest version of the California Building Code.						
GEO-2	Prior to plan approval, the Coast Community College District shall ensure that design and construction recommendations related to the northerly building retaining wall of the Maritime Training Center are denoted on construction plans. These recommendations shall include, but not be limited to the following: • Prior to demolition of the existing retaining wall along the northern site boundary, braced soldier piles or other suitable systems shall be utilized to stabilize the slope to ensure that slope failure does not occur; and • Permanent compacted fill slopes shall be no steeper than 2 to 1 (horizontal to vertical) and shall be covered by vegetation to reduce surface erosion.	Review and Approval of Project Plans	Prior to Approval of Project Plans	CCCD; California Division of the State Architect			
GEO-3	Prior to grading plan approval, the Coast Community College District shall ensure that the project complies with Chapter 15.10, *Excavation and Grading Code*, of the *City of Newport Beach Municipal Code*. Water quality features intended to reduce construction-related erosion impacts shall be clearly denoted on the grading plans for implementation by the construction contractor.	Review and Approval of Grading Plans	Prior to Approval of Grading Plans	CCCD; City of Newport Beach; Construction Contractor			
HAZARDS AND HAZARDOUS MATERIALS							
HAZ-1	During construction, the construction contractor shall ensure that methane and hydrogen sulfide levels are monitored with an appropriate device throughout the project area to ensure that methane	During Construction	During Construction	CCCD; Construction Monitor			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	and hydrogen sulfide levels do not increase or create odors, or expose workers to risk of explosion or health effects.						
HAZ-2	Prior to the issuance of grading permits, the Coast Community College District shall submit a plan, prepared by a licensed consulting geologist or other qualified consultant, to test building site soils for the presence of methane gas, or commit to test in conformance with any standard plans and specifications adopted by the City Fire Chief and/or Building Department Director (consistent with the City of Newport Beach Municipal Code). Soils shall be tested in accordance with the approved plan. In the event testing reveals methane gas in excess of 1.25 percent by volume at ambient pressure and temperature (lower explosive limit), a mitigation plan (prepared by a licensed geologist or other qualified consultant) shall be submitted for approval by the City Fire Chief and/or Building Department Director. Mitigation shall be accomplished by flared vent systems, underground collection systems, or other proven systems, devices, or techniques. Mitigation shall be designed to reduce the level of methane gas in the Maritime Training Center to less than 25 percent of the lower explosive limit. In the event the measures specified in the mitigation plan do not reduce the level of methane gas below 25 percent of the lower explosive limit, the mitigation plan shall be modified to include additional measures, and those measures shall be implemented within 30 days after approval of the amended plan.	Review and Approval of Grading Permits	Prior to Approval of Grading Permits	CCCD; City of Newport Beach Fire Chief and/or Building Department Director			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	An isolation barrier shall be installed, consisting of a continuous, flexible, permanent, and nongas permeable barrier beneath the Maritime Training Center foundation and floors at ground level. Barrier penetrations shall be secured with a gas-tight seal.						
HAZ-3	Prior to construction, the Coast Community College District shall prepare a Traffic Management Plan (TMP) to address traffic and safety concerns resulting from any lane closure(s) along West Coast Highway. At a minimum, the TMP shall include measures to accomplish the following: • In compliance with Chapter 12.32.010 of the City's *Municipal Code*, haul trucks and other construction equipment weighing over three tons shall only utilize designated truck routes except when necessary to traverse another street to a destination for the purpose of loading or unloading, but then only by such deviation from the nearest truck route as is reasonably necessary; • Clearly denote lane closures, traffic rerouting, and signage to alert travelers of such closures; • Ensure vehicular and emergency access to the project area is maintained during construction; and • Construction equipment traffic shall be controlled by a flagperson.	Review of Project Plans	Prior to Construction	CCCD; City of Newport Beach; California Department of Transportation			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	The TMP shall be subject to review and approval by the California Department of Transportation and the City of Newport Beach.						
HYDROLOGY AND WATER QUALITY							
HYD-1	Prior to issuance of a grading permit, the Coast Community College District shall prepare a Water Quality Management Plan for the proposed project that shall identify structural and/or non-structural Best Management Practices for minimizing water quality impacts. The Water Quality Management Plan shall identify entities responsible for the funding and long-term maintenance/inspection of all Best Management Practices. The Water Quality Management Plan shall be subject to approval by the City of Newport Beach.	Review and Approval of the Water Quality Management Plan	Prior to Approval of Grading Permits	CCCD; City of Newport Beach			
NOISE							
N-1	To minimize short-term construction noise impacts on surrounding uses, the following measures shall be implemented. These measures shall be included in either a construction management plan or noted on construction plans to be approved by the Coast Community College District. • All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers; • Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power	Review and Approval of Project Plans; CCCD Field Inspections	Prior to Approval of Project Plans; During Construction	CCCD; Construction Contractor			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	tools, rather than diesel equipment, shall be used where feasible; • During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers; • During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors; • Operate earthmoving equipment on the construction site, as far away from vibration sensitive sites as possible; and • A project sign shall be shall be clearly posted at the primary construction entrance, as an information resource for surrounding property owners and residents. The sign shall include the following minimum project information: project name, general contractor, normal construction hours, normal workdays, and local telephone number of the Job Superintendent. If the Coast Community College District, City, or the Job Superintendent receives a complaint, the Superintendent shall investigate, take appropriate corrective action, and report the action taken to the Coast Community College District.						
N-2	Mechanical equipment shall be placed as far away as practicable from sensitive receptors. Additionally, the following shall be considered prior to HVAC installation: proper selection and sizing of equipment, installation of equipment with proper	Review and Approval of Project Plans	Prior to Approval of Project Plans	CCCD; California Division of the State Architect			

	acoustical shielding, and incorporating the use of parapets into the building design.						

SEPTEMBER 2010

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Orange Coast College Maritime Training Center



Lead Agency:

Coast Community College District

1370 Adams Avenue

Costa Mesa, California 92626

Contact: **Dr. Ding-Jo H. Currie**

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Prepared By:

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Contact: **Ms. Collette Morse, AICP**

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PUBLIC REVIEW DRAFT
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Coast Community College District
Orange Coast College Maritime Training Center

LEAD AGENCY:

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September 2010

JN 10-106619

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TECHNICAL APPENDICES ON CD

1.0 INTRODUCTION

The proposed Orange Coast College (OCC) Maritime Training Center Project (herein referenced as the "project") involves the implementation of an educational facility focusing on sailing, marine safety, seamanship, and vocational maritime studies. The project would serve as an expansion of OCC's existing School of Sailing and Seamanship (SSS) located within the City of Newport Beach (City). Following a preliminary review of the proposed project, the Coast Community College District (CCCD) has determined that it is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study addresses the direct, indirect, and cumulative environmental effects of the project, as proposed.

1.1 STATUTORY AUTHORITY AND REQUIREMENTS

In accordance with Sections 15051 and 15367 of the California Code of Regulations (CCR), the CCCD is identified as the Lead Agency for the proposed project. Under the CEQA (Public Resources Code Section 21000-21177) and pursuant to Section 15063 of the CCR, the CCCD is required to undertake the preparation of an Initial Study to determine if the proposed project would have a significant environmental impact. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that any aspect of the project may cause a significant environmental effect, the Lead Agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze project-related and cumulative environmental impacts. Alternatively, if the Lead Agency finds that there is no evidence that the project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the Lead Agency shall find that the proposed project would not have a significant effect on the environment and shall prepare a Negative Declaration. Such determination can be made only if "there is no substantial evidence in light of the whole record before the Lead Agency" that such impacts may occur (Section 21080(c), Public Resources Code).

The environmental documentation, which is ultimately selected by the CCCD in accordance with CEQA, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions upon the project. The resulting documentation is not, however, a policy document and its approval and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

The environmental documentation and supporting analysis is subject to a public review period. During this review, public agency comments on the document relative to environmental issues should be addressed to the CCCD. Following review of any comments received, the CCCD will consider these comments as a part of the project's environmental review and include them with the Initial Study documentation for consideration by the CCCD.

1.2 PURPOSE

Section 15063 of the CEQA Guidelines identifies specific disclosure requirements for inclusion in an Initial Study. Pursuant to those requirements, an Initial Study shall include:

- A description of the project, including the location of the project;
- Identification of the environmental setting;
- Identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries;

- Discussion of ways to mitigate significant effects identified, if any;
- Examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls; and
- The name(s) of the person(s) who prepared or participated in the preparation of the Initial Study.

1.3 CONSULTATION

As soon as the Lead Agency (in this case, the CCCD) has determined that an Initial Study would be required for the project, the Lead Agency is directed to consult informally with all Responsible Agencies and Trustee Agencies that are responsible for resources affected by the project, in order to obtain the recommendations of those agencies as to whether an EIR or Negative Declaration should be prepared for the project. Following receipt of any written comments from those agencies, the Lead Agency considers any recommendations of those agencies in the formulation of the preliminary findings. Following completion of this Initial Study, the Lead Agency initiates formal consultation with these and other governmental agencies as required under CEQA and its implementing guidelines.

1.4 INCORPORATION BY REFERENCE

The following documents were utilized during preparation of this Initial Study, and are incorporated into this document by reference. These documents are available for review at the CCCD's District Office located at 1370 Adams Avenue, Costa Mesa, CA 92626 and/or the City of Newport Beach Planning Department located at 3300 Newport Boulevard, Newport Beach, CA 92663.

- *City of Newport Beach General Plan* (approved by the electorate November 7, 2006). The *City of Newport Beach General Plan* (*General Plan*) is the long-range guide for growth and development within the City. The *General Plan* also provides guidance to preserve the qualities that define the natural and built environment. Specific goals and policies address the enhancement of open space, marine and harbor uses, historic and cultural resources, and recreational facilities. Other portions of the *General Plan* provide strategies to protect residents and businesses from adverse impacts such as noise and safety hazards. The *General Plan* is also a tool to help City staff, City Commissions, and the City Council make land use and public investment decisions, and provides the framework for the City's *Zoning Ordinance*. It identifies the economic development, transportation improvements, community service and facility improvements, and environmental programs needed to sustain and improve the quality of life in the City.
- *City of Newport Beach General Plan Final Environmental Impact Report* (July 2006). The *City of Newport Beach General Plan Final Environmental Impact Report* (*General Plan EIR*) reviews the existing conditions of the City, analyzes potential environmental impacts from implementation of the *General Plan*, identifies policies from the proposed *General Plan* that serve to reduce and minimize impacts, and identifies additional mitigation measures, if necessary, to reduce potentially significant impacts of the *General Plan*. Based on analysis provided within the *General Plan EIR*, buildout of the *General Plan* was found to result in significant and unavoidable impacts related to aesthetics and visual quality, air quality, cultural resources, noise, population and housing, and transportation/traffic.
- *City of Newport Beach Municipal Code and Zoning Ordinance* (revised April 13, 2010). The *City of Newport Beach Municipal Code* provides regulations for governmental operations, development, infrastructure, public safety, and business operations within the City. Title 20, Planning and Zoning, of the *City of Newport Beach Municipal Code* represents the City's *Zoning Ordinance*. The *Zoning Ordinance* is intended to promote the growth of the City in an

orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare within the City. It is also intended to protect the character and social and economic vitality of all districts within the City, and to assure the orderly and beneficial development of such areas.

- *Rocky Point Pump Station Replacement Project Draft Environmental Impact Report, SCH# 2003111056* (June 2004). The proposed OCC Maritime Training Center site lies within the study area analyzed within the Orange County Sanitation District's (OCSD) *Rocky Point Pump Station Replacement Project Draft EIR*. The EIR analyzed the impacts associated with upgrading an aging wastewater pump station with a new pump station providing additional capacity and reliability. The replacement pump will consist of an underground wet well/pump room and aboveground electrical control building. This EIR provides site-specific information regarding existing conditions, project impacts, and applicable mitigation measures. The analysis within the EIR concluded that the Rocky Point Pump Station Replacement Project would not result in any unavoidable significant impacts after implementation of recommended mitigation measures. The project is currently under construction, and is expected to be complete in June 2011.

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2.0 PROJECT DESCRIPTION

2.1 PROJECT LOCATION

Regionally, the project site is located in the City of Newport Beach (City), within the County of Orange; refer to *Exhibit 1, Regional Vicinity*. Locally, the project site is located at and adjacent to 1700 West Coast Highway (State Route 1), within the southwestern portion of the City. Lido Channel and Lido Island are located immediately to the south. State Route 55 is located approximately ¾-mile west of the project site, refer to *Exhibit 2, Local Vicinity*.

2.2 ENVIRONMENTAL SETTING

2.2.1 EXISTING LAND USES

The project site is currently owned by the Orange County Sanitation District (OCSD), and is being utilized as a staging area for construction of the Rocky Point Pump Station (RPPS), located immediately west of the project site. As part of the ongoing RPPS construction, two buildings on the proposed project site were demolished in early 2010 (1730 and 1800 West Coast Highway). One structure (1700 West Coast Highway) was left in place in order to provide temporary office space for RPPS construction personnel. As part of completion of the RPPS project, the 1700 West Coast Highway building will be demolished, leaving the entire project site vacant.

South of the project site across West Coast Highway is the existing Orange Coast College (OCC) School of Sailing & Seamanship (SSS). The OCC SSS facility is among the nation's largest public boating education programs, offering courses in sailing, powerboating, seamanship, and navigation. On-site facilities include offices, docks, work shops, classrooms, and a nautical library. The existing OCC SSS is approximately 0.96 acres in size, and is located at 1801 West Coast Highway. It is operated under a long-term lease from the County of Orange.

2.2.2 SURROUNDING LAND USES

The project site is surrounded by a bluff with single-family residential uses and the Kings Road Park to the north (these uses are situated above the project site), the OCSD RPPS site to the west, West Coast Highway (a major six-lane divided roadway) to the south, and retail/commercial uses to the east.

The existing OCC SSS is surrounded by West Coast Highway to the north, boating-related commercial uses to the west, Lido Channel to the south, and the Balboa Bay Club to the east.

2.3 EXISTING ZONING AND GENERAL PLAN

The project site is designated "Public Facilities" (PF) and "General Commercial" (CG 0.3) by the *City of Newport Beach General Plan* (*General Plan*), and "Retail Service Commercial, Mariner's Mile Overlay District" (RSC-MM) by the *City of Newport Beach Zoning Code* (*Zoning Code*).

The existing OCC SSS is designated "Public Facilities" (PF) by the *General Plan* and "Balboa Bay Club, Mariner's Mile Overlay District" (PC-45-MM) by the *Zoning Code*.



✱ - Project Site

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INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
ORANGE COAST COLLEGE MARITIME TRAINING CENTER

Regional Vicinity

Exhibit 1



Source: Thomas Brothers Maps.

✱ - Project Site

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INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
ORANGE COAST COLLEGE MARITIME TRAINING CENTER

Local Vicinity

Exhibit 2

2.4 PROJECT BACKGROUND

The existing OCC SSS was originally created in the 1960s when the OCC Crew program first leased the bay-front parcel on Mariner's Mile from the County of Orange. Expansions in 1970 and 1975 replaced the original boat storage sheds with modern open bays, housing equipment, and support facilities for the growing rowing and sailing programs. Spurred by phenomenal growth of sailing classes and other water-oriented instructional programs, a second-story addition followed in 1988, providing much-needed classroom and office space. An additional expansion, completed in 1999, added a nautical library, elevator, meeting/study spaces, and administrative offices.

The most recent expansion at the OCC SSS occurred in 2009, when a major renovation to the facility's crew and sailing repair shop areas was performed. This project included new training and exercise space, separate-gender locker rooms, coaches' offices and additional rowing equipment storage. Sailing repair shop improvements included a new repair bay, shop spaces, and an office/tool room. Access to West Coast Highway and waterfront activities was enhanced with new Americans with Disabilities Act (ADA)-compliant stairs, decks, and a public plaza. Additional parking was also created to serve the expanded facility.

The OCC SSS provides access to the water and a wide variety of instructional and practical training programs for both students enrolled at OCC and the general public. The site also serves as the historical home base for OCC's collegiate Rowing and Sailing teams. A fleet of sailing and power yachts offer a unique, real-world, "on the water" learning experience and valuable hands-on contact with state-of-the art marine equipment.

A substantial increase in the popularity and enrollment in the educational and training programs at the OCC SSS has created constraints in conducting day-to-day educational activities. The existing facility is not large enough to efficiently and conveniently accommodate existing demand. Classes and equipment must frequently be moved to whatever space may be available at the moment due to lack of sufficient classroom and storage space. Thus, the proposed project is anticipated to provide for additional space to more efficiently/conveniently conduct existing operations. In addition, the CCCD intends to add several new courses and seminars to its curriculum through addition of the Maritime Training Center.

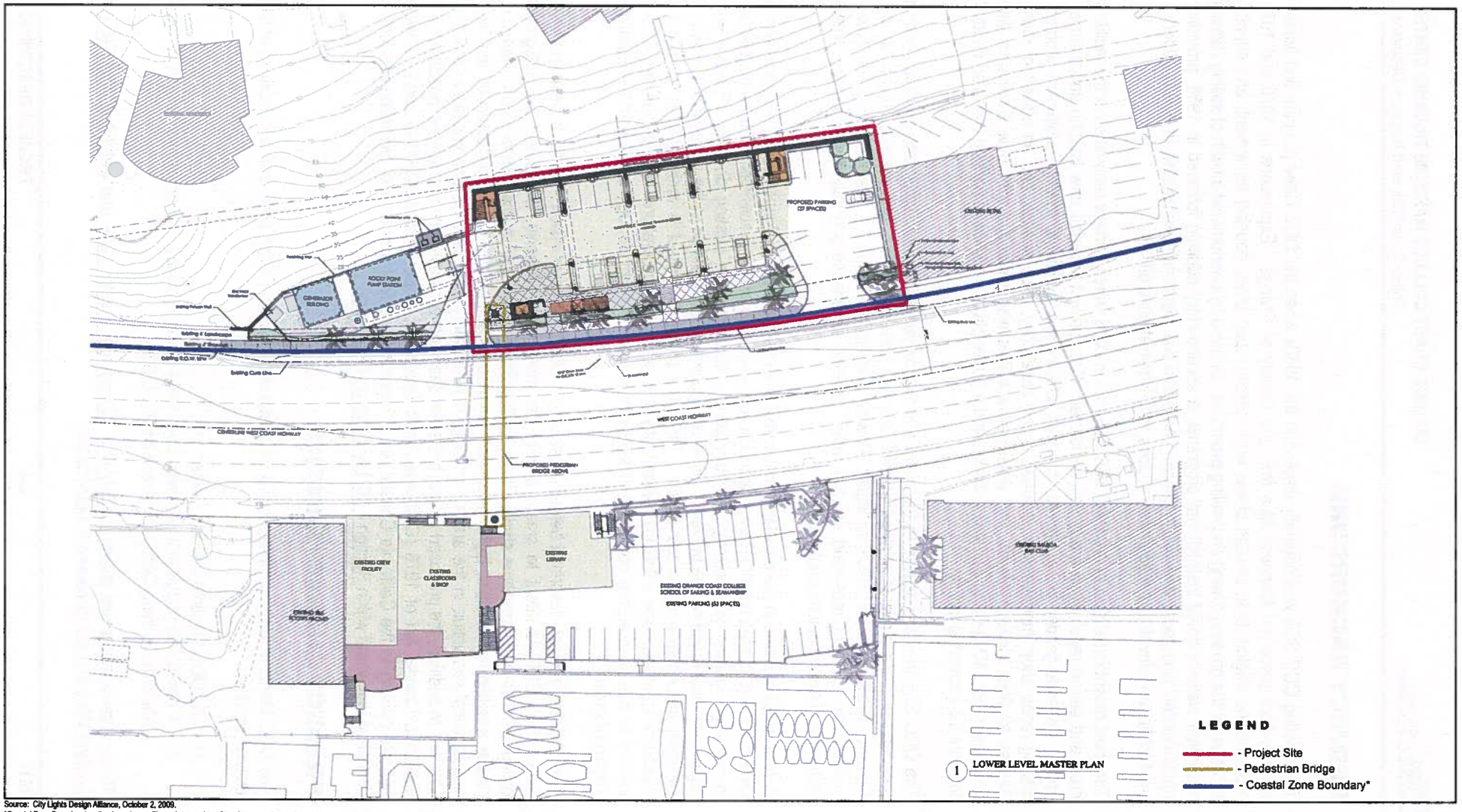
The proposed project, described below, is part of the CCCD's *Master Vision Plan* for the existing OCC SSS. It is CCCD's intent to create one of the most comprehensive, diversified, and integrated collegiate settings for maritime studies in the United States. The goal of the *Master Vision Plan* is to create a publicly-accessible, highly-integrated waterfront campus devoted to the curricula, teaching, and practical instruction in the areas of sailing, marine safety, seamanship, and vocational maritime studies. In addition, the proposed project has been designed to comply with and support policies of the California Coastal Act of 1976 (*California Public Resources Code* Section 30000 et seq.). Project benefits relating to the California Coastal Act in regards to coastal access and recreation are further described below and within Section 4.10, Land Use and Planning.

2.5 PROJECT CHARACTERISTICS

The OCC Maritime Training Center fulfills the goals of the *Master Vision Plan*, and is comprised of two primary facilities:

1) The OCC Maritime Training Center; and
2) A pedestrian bridge that will cross over West Coast Highway, connecting the proposed OCC Maritime Training Center to the existing OCC SSS.

These improvements are shown in *Exhibit 3, Conceptual Master Plan*, and *Exhibit 4, Site Section Looking West* and are discussed in detail below.



Source: City Lights Design Alliance, October 2, 2009.
*Coastal Zone Boundary location based upon Figure 2.1.4-1 of the City of Newport Beach Coastal Land Use Plan.

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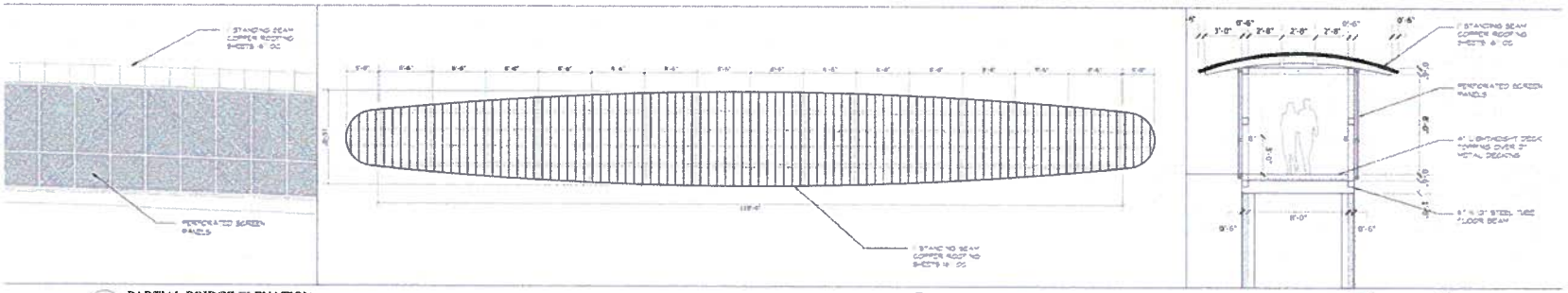
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INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
ORANGE COAST COLLEGE MARITIME TRAINING CENTER

Conceptual Master Plan

Exhibit 3

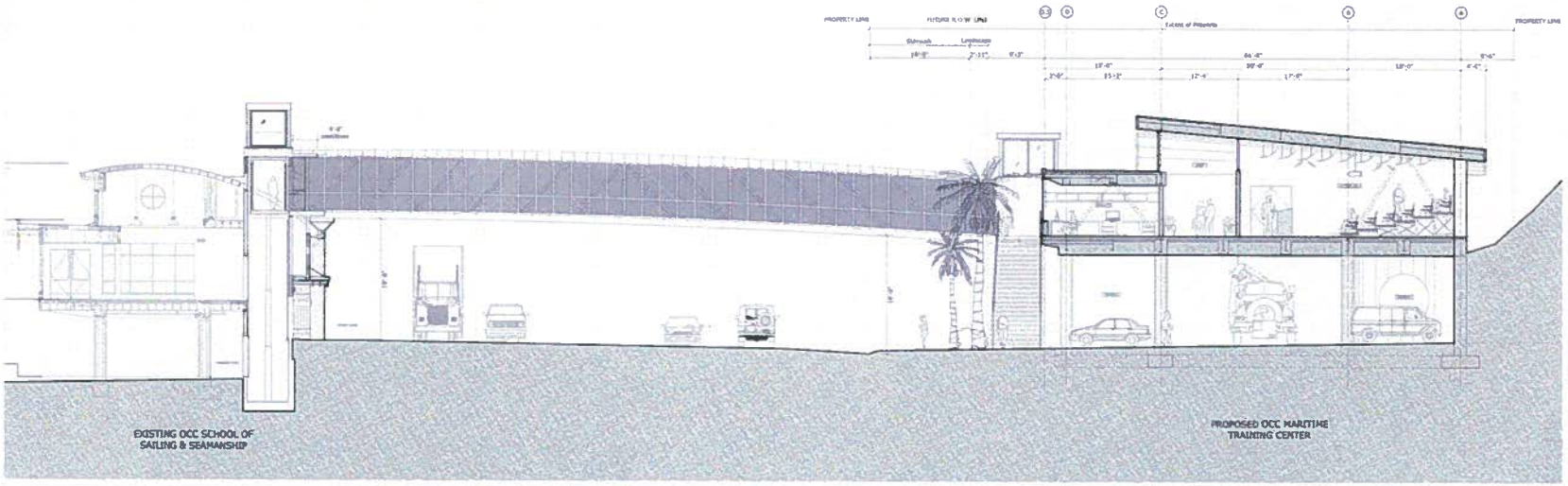
Back of 11" x 17" Color Exhibit



4 PARTIAL BRIDGE ELEVATION

3 BRIDGE ROOF PLAN

2 BRIDGE SECTION



1 SITE SECTION LOOKING WEST

Source: City Lights Design Alliance, October 2, 2009.
Note: Design features are conceptual in nature and subject to change based upon final design and consultation with State and local agencies.

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INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
ORANGE COAST COLLEGE MARITIME TRAINING CENTER

Site Section Looking West

Exhibit 4

Back of 11" x 17" B&W Exhibit

The proposed pedestrian bridge will provide for a publicly-accessible pedestrian connection between the proposed OCC Maritime Training Center and the existing OCC SSS, located at 1801 West Coast Highway.

The CCCD has entered into a Purchase Option Agreement with OCSD with the intent to purchase the approximately 0.53-acre Maritime Training Center parcel from OCSD, once construction of the adjacent RPPS is complete.

2.5.1 OCC MARITIME TRAINING CENTER

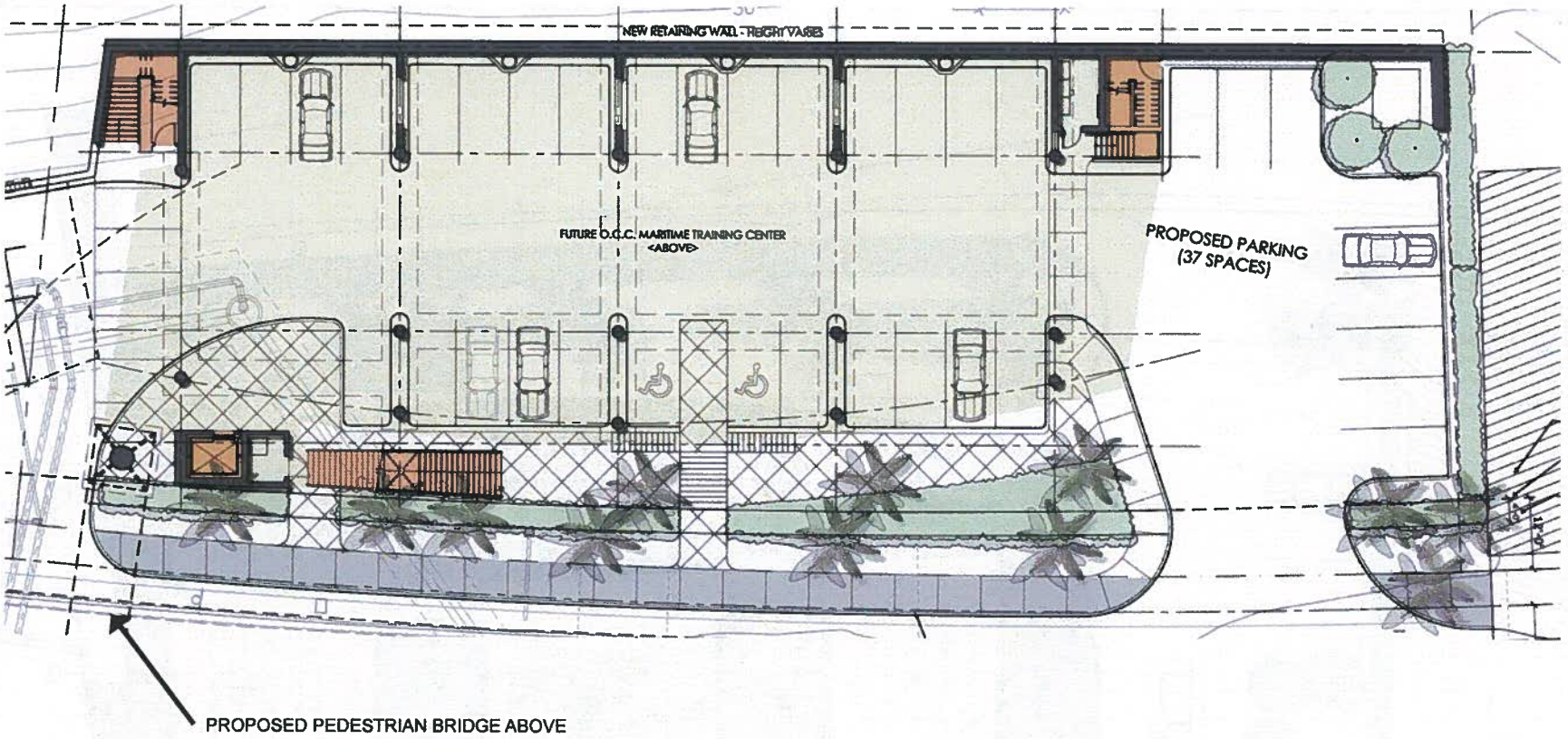
The proposed OCC Maritime Training Center will be constructed on the north (inland) side of West Coast Highway, on property owned currently by the OCSD. Subsequent to acquiring the 0.53-acre parcel from OCSD, the CCCD will construct a two-story facility with approximately 10,000 gross square feet of teaching, learning, and lecture space. First-floor improvements will consist of parking facilities and ancillary improvements, while the second story will include educational and training facilities.

First-floor improvements will consist of the following primary facilities (refer to *Exhibit 5, Lower Level Floor Plan Detail*):

- 37 parking spaces, of which two spaces will be ADA–compliant. In a cooperative agreement with the OCSD, several additional parking spaces will be provided for the storage of OCSD vehicles and equipment;
- Landscaping along the West Coast Highway frontage and the eastern boundary of the facility. It should be noted that, as part of the RPPS project, the OCSD will be responsible for sidewalk improvements along West Coast Highway that will already be in place prior to construction of the proposed project;
- Utilization of the building's northern wall to retain the existing bluff to the north of the site; and
- Minor ancillary facilities, such as storage rooms, utility/machine rooms, nighttime security lighting, signage, bicycle racks, an elevator, and decorative/architectural features.

Primary second-floor improvements will consist of the following educational and training facilities (refer to *Exhibit 6, Upper Level Floor Plan Detail*):

- One 1,275 square-foot classroom facility with a 20-seat capacity;
- A second 1,244 square-foot classroom facility with a 24-seat capacity;
- A 1,554 square-foot lecture hall with a 110-seat capacity;
- A 557 square-foot full mission bridge simulator room;
- 401 square feet of administrative/program office area;
- 422 square feet of faculty office area for up to four shared faculty;
- A 333 square-foot lounge/study area;
- A 475 square-foot, 11-station radar training room;
- A 565 square-foot seminar/conference room with 22 seats;
- A 2,092 square-foot lobby with associated vestibules and exit ways;



Source: City Lights Design Alliance, October 2, 2009.

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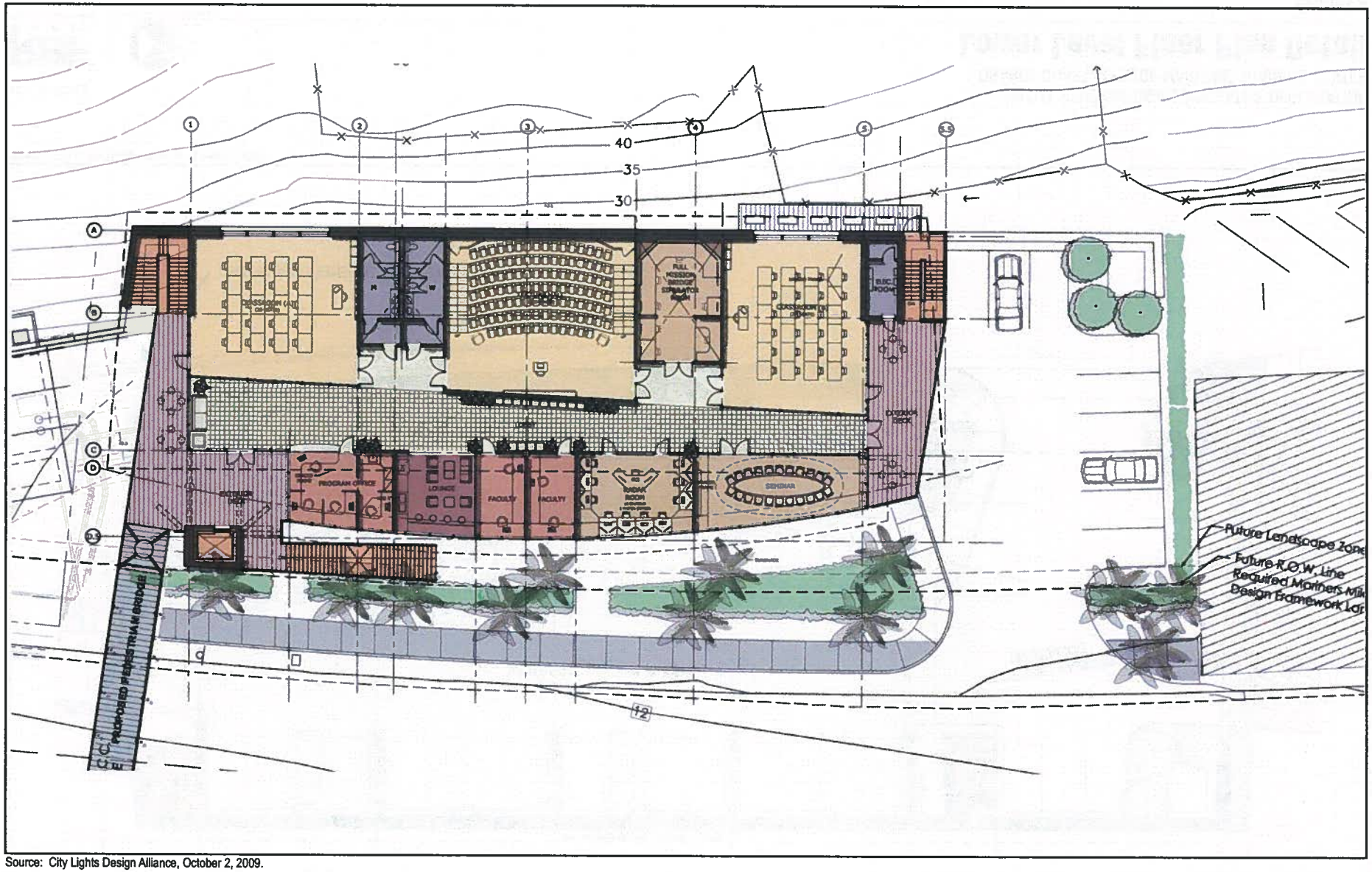
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INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
ORANGE COAST COLLEGE MARITIME TRAINING CENTER

Lower Level Floor Plan Detail

Exhibit 5



Source: City Lights Design Alliance, October 2, 2009.

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INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
ORANGE COAST COLLEGE MARITIME TRAINING CENTER

Upper Level Floor Plan Detail

Exhibit 6

- Two exterior outdoor decks on the eastern and western perimeters of the second floor; and
- Ancillary facilities, such as an electrical room and restroom facilities.

The facility will be equipped with an ADA-compliant elevator, located within the southwestern corner of the structure. In addition, the building will include three staircases: one each on the northwestern and northeastern corners of the building, and one on the West Coast Highway frontage.

The proposed OCC Maritime Training Center will be designed with architectural design features and aesthetic enhancements intended to be compatible with the existing OCC SSS, adjacent RPPS (under construction), and the City of Newport Beach's Mariner's Mile Design Framework. Specific architectural and design elements will include:

- Clean rooflines, parking beneath the building, underground utilities, screened mechanical equipment and curved, weathered-copper roofs to provide enhanced aesthetics;
- Harmonious building colors and materials consistent with existing surrounding facilities and a "nautical theme" to contribute to the overall visual continuity and coherence of the *Master Vision Plan* and Mariner's Mile corridor;
- Broad roof overhangs and sunshades will shelter decks and shade windows to promote energy conservation. The roof will be tucked-down to the rear to provide scale compatibility with existing residential uses to the north;
- Purposeful lighting and shielded fixtures to contain nighttime lighting on-site (zero glare spill-off); and
- Landscaping per the Mariner's Mile Design Framework on the West Coast Highway frontage and eastern edges to provide a new "civic face" to the site and contribute to design continuity along Mariner's Mile.

By implementing a facility that supports recreational boating opportunities within the site vicinity, the project supports Section 30234 of the California Coast Act. Section 30234 encourages the protection and/or upgrade of recreational boating facilities along the coast. Refer to Section 4.10, Land Use and Planning, for a detailed analysis of project consistency with the California Coastal Act.

2.5.2 WEST COAST HIGHWAY PEDESTRIAN BRIDGE

The OCC Maritime Training Facility will include a proposed pedestrian bridge over West Coast Highway in order to connect the proposed structure to the existing OCC SSS. This future pedestrian bridge will be accessible to the public, and will provide connectivity between the two facilities in order to maintain a cohesive maritime campus. The existing OCC SSS will not be substantially altered by the proposed project, since only improvements along the West Coast Highway frontage are proposed. On both sides of the bridge, ancillary improvements that would be required would be the bridge footing, elevator shaft, stairway, and elevator/stairway landing.

The bottom of the proposed pedestrian bridge will vary between 19 and 20 feet over the roadway surface, and will span the West Coast Highway right-of-way (ROW). Footings will be located outside of and adjacent to the West Coast Highway ROW. The bridge will connect to the proposed OCC Maritime Training Facility at the southwestern corner of the building, and will connect to the OCC SSS between its existing library and classroom areas. The bridge structure will be approximately 12 feet wide, 120 feet long, and approximately 10 feet high from the bridge deck to the bridge canopy. The proposed bridge will require an encroachment permit from the California Department of Transportation (Caltrans), since West Coast Highway (State Route 1) is under Caltrans jurisdiction and the project will require construction within Caltrans ROW.

Like the proposed OCC Maritime Training Center, the proposed West Coast Highway pedestrian bridge will be designed with architectural design features and aesthetic enhancements intended to be compatible with surrounding uses, providing a lightweight, "nautical" character (refer to *Exhibit 4, Site Section Looking West*, *Exhibit 10, Eligible State Scenic Highway 1*, and *Exhibit 11, Eligible State Scenic Highway 2*. Specific architectural and design elements will include:

- A column-less, lightweight steel truss structure with a curved, weathered copper roof to harmonize architecturally with OCC buildings, providing an enhanced aesthetic character;
- Visual transparency to help create a distinctive landmark for Mariner's Mile; and
- Quality materials, details and controlled lighting to enhance pedestrian safety and experience.

Besides providing direct educational benefits for OCC users, the pedestrian bridge will also result in beneficial impacts related to coastal access. As stated above, the proposed bridge will be available for public use. Currently, the nearest West Coast Highway crosswalks in the site vicinity are located at Tustin Avenue (approximately 0.3-mile to the west) and the Balboa Bay Club (approximately 0.2-mile to the east). These two existing crossings are situated approximately one-half mile apart. Thus, the proposed pedestrian bridge will provide a new publicly-accessible crossing on West Coast Highway, generally at a mid-point between the two existing crossings at Tustin Avenue and the Balboa Bay Club. The creation of a new coastal access point would directly support Sections 30210 and 30211 of the California Coastal Act, which encourage maximizing access opportunities and minimizing any interference with coastal access caused by new development. Refer to Section 4.10, Land Use and Planning, for a detailed analysis of project consistency with the California Coastal Act.

2.5.3 PHASING

It is anticipated that construction of the proposed project will occur in two phases, with the first phase beginning in early 2012 (contingent upon available funding). These two phases include the following improvements:

- First Phase: The first phase of the proposed project will include the OCC Maritime Training Center. Specifically, this phase will construct the Maritime Training Center structure as described above, in addition to ancillary facilities such as landscaping and lighting.
- Second Phase: The second phase of the proposed project will consist of the pedestrian bridge and associated improvements, such as elevator towers and stairs to accommodate access to the bridge.

Construction of the first phase of the proposed project will last approximately 12 months, while construction of the second phase will last approximately six months. The time between completion of the first phase and initiation of the second phase will depend upon the availability of funding and changes in user demand at the existing OCC SSS.

2.6 PERMITS AND APPROVALS

The CCCD and other applicable agency approvals required for implementation of the project will include the following, among others:

Coast Community College District:

- California Environmental Quality Act Clearance
- Site Plan Review

California Coastal Commission:

- Coastal Development Permit[1, 2]

California Department of Transportation:

- Encroachment Permit

California Division of the State Architect

- Construction and Building Permits

County of Orange

- Land Lease Agreement Review

Orange County Sanitation District:

- Purchase Option Agreement

City of Newport Beach

- Site Plan Review (Fire, Planning, Public Works)
- Parcel Map for Lot Consolidation
- Traffic Phasing Ordinance Consistency Determination
- Approval In Concept – Coastal Development Permit[3]

[1] Since the City of Newport Beach does not have an adopted Local Coastal Program, the Coastal Development Permit (CDP) application for the proposed pedestrian bridge will be filed directly with the California Coastal Commission.
[2] The Coastal Zone boundary in the project area lies along the inland edge of the West Coast Highway ROW (refer to *Exhibit 3, Conceptual Master Plan*). Thus, the only project component within the Coastal Zone is the proposed pedestrian bridge. As part of the CDP process, the CCCD will consult with the California Coastal Commission to determine if all or portions of the project will be subject to CDP review.
[3] The City of Newport Beach requires "Approval In Concept" of conceptual plans prior to submittal of the CDP application to the California Coastal Commission.

3.0 INITIAL STUDY CHECKLIST

3.1 BACKGROUND

1.	**Project Title:** Orange Coast College Maritime Training Center
2.	**Lead Agency Name and Address:** Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626
3.	**Contact Person and Phone Number:** Dr. Ding-Jo H. Currie Chancellor 714.438.4600
4.	**Project Location:** The project site is located within the southwestern portion of the City of Newport Beach, at and adjacent to 1700 West Coast Highway (Assessor's Parcel Numbers 049-222-31, -32, and -33).
5.	**Project Sponsor's Name and Address:** Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626
6.	**General Plan Designation:** The *City of Newport Beach General Plan* designation for the project site is "Public Facilities" (PF) and "General Commercial (CG 0.3).
7.	**Zoning:** Two designations under the *City of Newport Beach Zoning Code* apply to the project site: "Retail Service Commercial, Mariner's Mile Overlay District" (RSC-MM) and "Balboa Bay Club, Mariner's Mile Overlay District" (PC-45-MM).
8.	**Description of the Project:** The OCC Maritime Training Center involves the implementation of an educational facility focusing on sailing, marine safety, seamanship, and vocational marine studies. The project will serve as an expansion of OCC's existing SSS within the City of Newport Beach. The proposed project is comprised of two primary facilities: 1) the two-story, approximately 10,000 square-foot OCC Maritime Training Center, situated on a 0.53-acre site on the inland site of West Coast Highway; and 2) a pedestrian bridge that will cross over West Coast Highway, connecting the proposed OCC Maritime Training Center to the existing OCC SSS. Construction is anticipated to commence in 2012. The first phase of construction would consist of the Maritime Training Center, and would last approximately 12 months. The second phase would consist of the proposed pedestrian bridge and would last approximately 6 months. The timing between the two phases would depend on the availability of funding and changes in user demand at the existing OCC SSS. Additional details regarding the project are provided in Section 2.5, Project Characteristics.
9.	**Surrounding Land Uses and Setting:** The Maritime Training Center site is surrounded by a bluff with single-family residential uses and the Kings Road Park to the north (these uses are situated above the project site), the OCSD RPPS site to the west,

West Coast Highway (a major six-lane divided roadway) to the south, and retail/commercial uses to the east.

The existing OCC SSS is surrounded by West Coast Highway to the north, boating-related commercial uses to the west, Lido Channel to the south, and the Balboa Bay Club to the east.

10. Other public agencies whose approval is required (e.g., permits, financing approval or participation agreement).

As shown in Section 2.6, Permits and Approvals, it is anticipated that approvals may be required from the Coast Community College District, California Coastal Commission, California Department of Transportation, California Division of the State Architect, County of Orange, Orange County Sanitation District, and the City of Newport Beach. Approvals from additional agencies may be required as the project entitlement process moves forward.

3.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less Than Significant Impact with Mitigation Incorporated," as indicated by the checklist on the following pages.

✓	Aesthetics	✓	Land Use and Planning
	Agriculture and Forestry Resources		Mineral Resources
✓	Air Quality	✓	Noise
	Biological Resources		Population and Housing
✓	Cultural Resources		Public Services
✓	Geology and Soils		Recreation
	Greenhouse Gas Emissions	✓	Transportation/Traffic
✓	Hazards & Hazardous Materials		Utilities & Service Systems
✓	Hydrology & Water Quality	✓	Mandatory Findings of Significance

3.3 EVALUATION OF ENVIRONMENTAL IMPACTS

This section analyzes the potential environmental impacts associated with the proposed project. The issue areas evaluated in this Initial Study include:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

The environmental analysis in this section is patterned after the Initial Study Checklist recommended by the *CEQA Guidelines* and used by the Coast Community College District in its environmental review

process. For the preliminary environmental assessment undertaken as part of this Initial Study's preparation, a determination that there is a potential for significant effects indicates the need to more fully analyze the development's impacts and to identify mitigation.

For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and an answer is provided according to the analysis undertaken as part of the Initial Study. The analysis considers the long-term, direct, indirect, and cumulative impacts of the development. To each question, there are four possible responses:

- **No Impact.** The development will not have any measurable environmental impact on the environment.
- **Less Than Significant Impact.** The development will have the potential for impacting the environment, although this impact will be below established thresholds that are considered to be significant.
- **Less Than Significant Impact With Mitigation Incorporated.** The development will have the potential to generate impacts which may be considered as a significant effect on the environment, although mitigation measures or changes to the development's physical or operational characteristics can reduce these impacts to levels that are less than significant.
- **Potentially Significant Impact**. The development will have impacts which are considered significant, and additional analysis is required to identify mitigation measures that could reduce these impacts to less than significant levels.

Where potential impacts are anticipated to be significant, mitigation measures will be required, so that impacts may be avoided or reduced to insignificant levels.

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4.0 ENVIRONMENTAL ANALYSIS

As stated within Section 2.5, Project Characteristics, the proposed project is composed of two primary components: 1) the OCC Maritime Training Center; and 2) a pedestrian bridge crossing over West Coast Highway, connecting the proposed OCC Maritime Training Center to the existing OCC SSS.

Although the environmental impacts related to the project as a whole are considered within this document, the analysis has been broken down according to the two primary project components described above. For each response to an environmental checklist item, the "Maritime Training Center" and "Pedestrian Bridge" are each analyzed in detail under separate headings. The primary purpose of this approach is to identify impacts related to facilities within and outside of the Coastal Zone boundary, which lies along the inland edge of the West Coast Highway right-of-way (refer to *Exhibit 3, Conceptual Master Plan*). This will be relevant in assisting the California Coastal Commission during their Coastal Development Permit processing.

Although analysis has been separated into two categories, the significance conclusions for each impact area reflect the impacts of the project as a whole. For any issue area where impact conclusions may differ between the Maritime Training Center and pedestrian bridge, the analysis conservatively assumes the impact conclusion of the greatest significance.

The following is a discussion of potential project impacts as identified in the Initial Study/Environmental Checklist. Explanations are provided for each item.

4.1 AESTHETICS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?		✓		
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?		✓		
c. Substantially degrade the existing visual character or quality of the site and its surroundings?		✓		
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?		✓		

Both scenic vistas and eligible scenic highways are situated within the viewshed of the proposed project. Thus, in order to aid in the visual analysis for potential impacts to scenic vistas and eligible scenic highways, RBF Consulting has prepared four photosimulations for the project site. Two photosimulations (Scenic Vista 1 and Scenic Vista 2) represent scenic vistas within the City of Newport Beach that include the project site. These scenic vistas are either designated views or include designated visual resources from publicly accessible areas. Also, two photosimulations (Eligible State Scenic Highway 1 and Eligible State Scenic Highway 2) have been developed for scenic views along the eligible State scenic highway (West Coast Highway), which also encompasses views of the project site. West Coast Highway is also designated a "Coastal View Road" on *Figure NR3, Coastal Views*, of the City's *General Plan*.

Exhibit 7, Scenic View Location Map depicts the selected photosimulation locations. The four photosimulations are included as *Exhibit 8, Scenic Vista 1*; *Exhibit 9, Scenic Vista 2*; *Exhibit 10, Eligible State Scenic Highway 1*, and *Exhibit 11, Eligible State Scenic Highway 2*.



- Project Boundary
- Direction of Scenic View
- Location of Scenic View

NOT TO SCALE

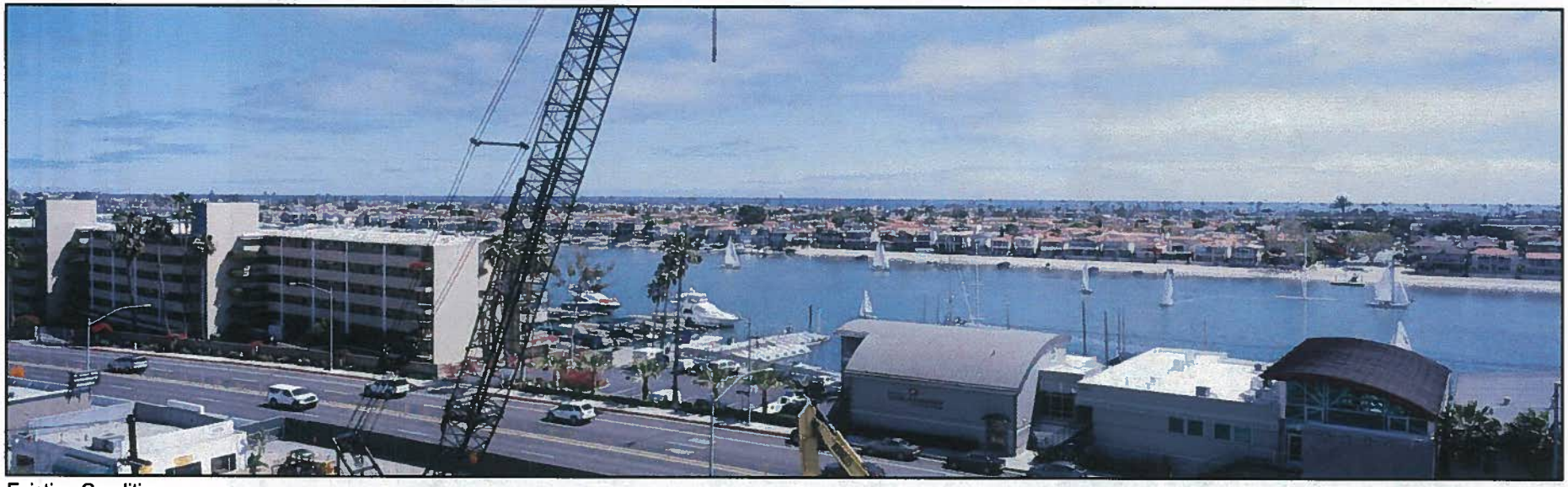
RBF CONSULTING

09/10 • JN 10-106619

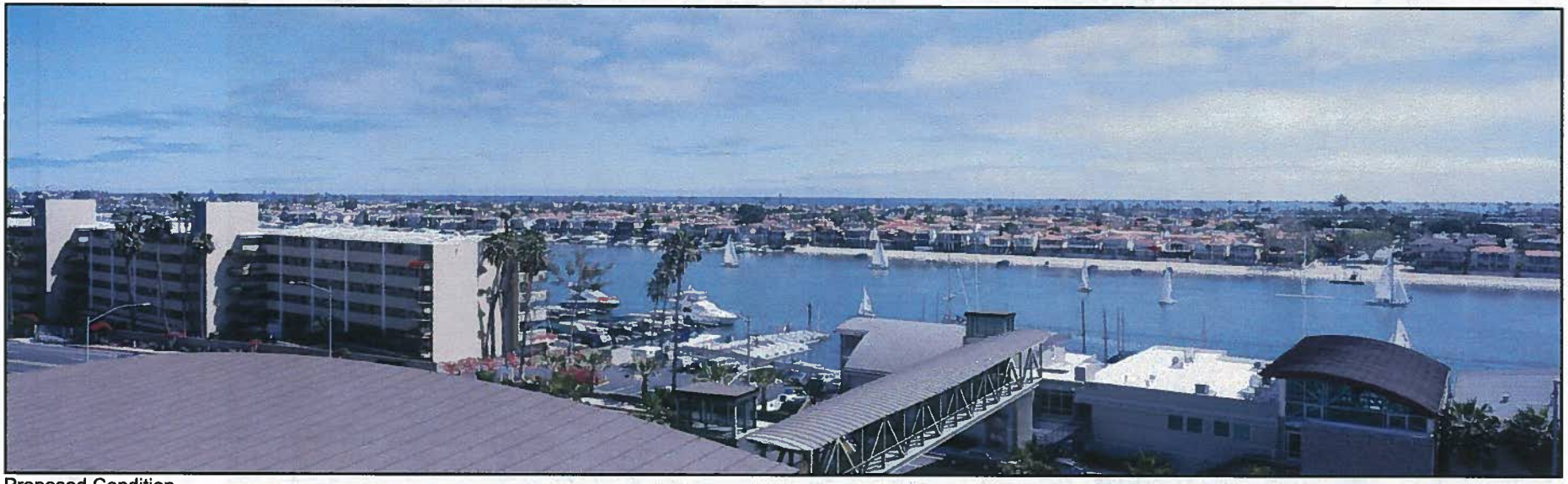
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
ORANGE COAST COLLEGE MARITIME TRAINING CENTER

Scenic View Location Map

Exhibit 7



Existing Condition



Proposed Condition

Note: Design features are conceptual in nature and subject to change based upon final design and consultation with State and local agencies.

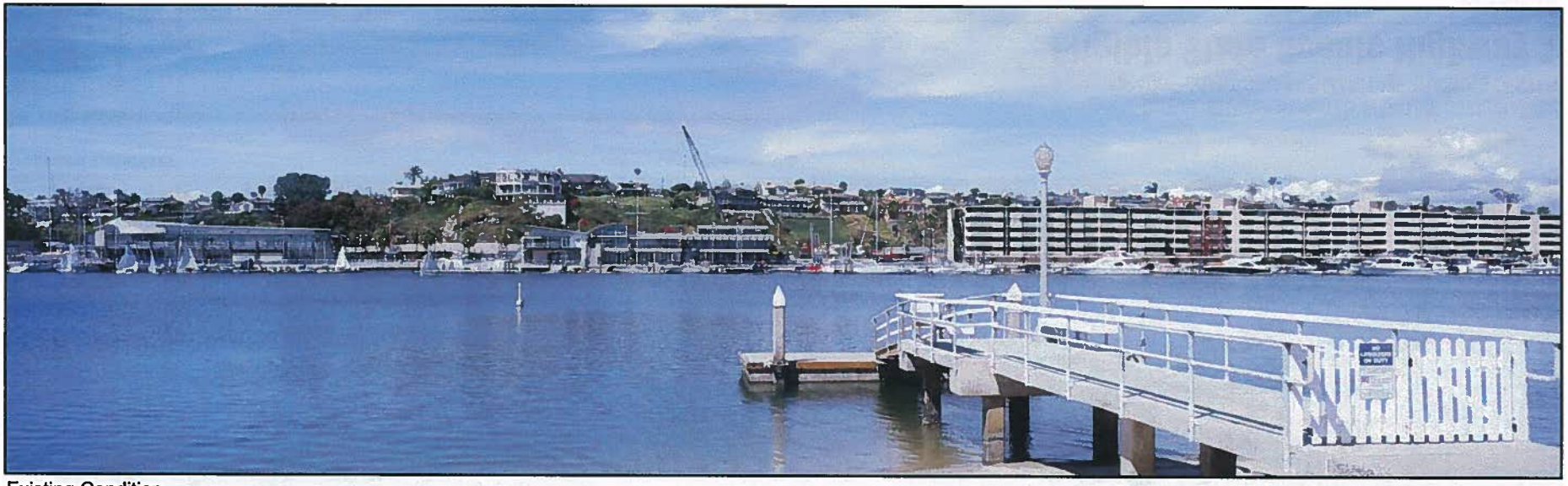
RBF CONSULTING

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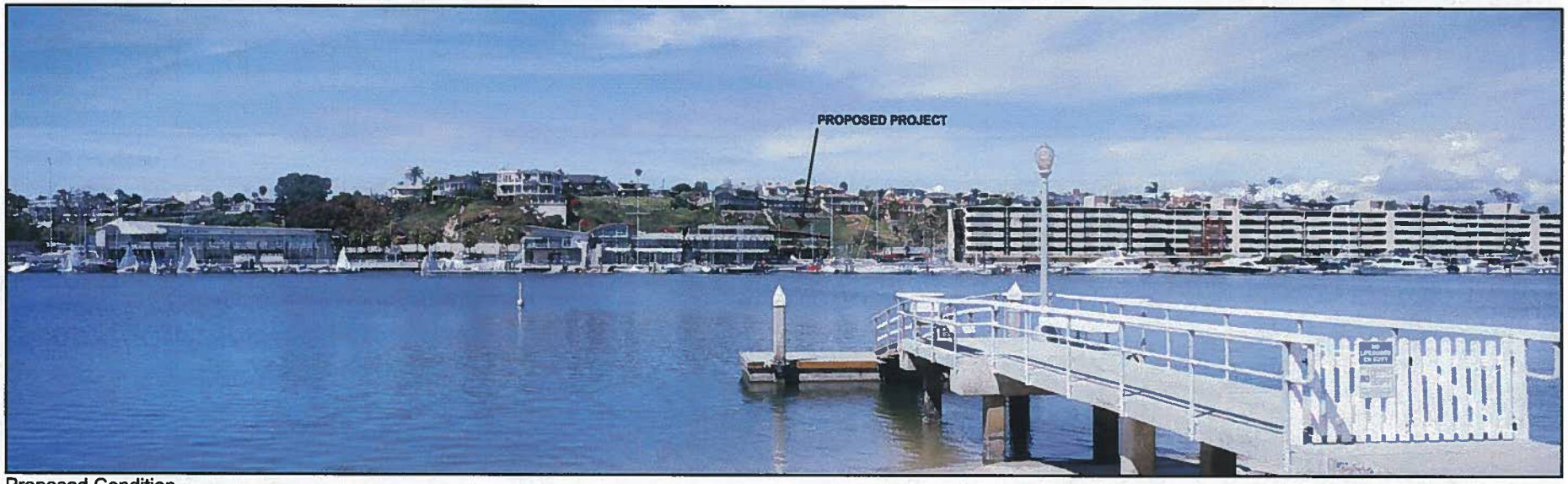
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
ORANGE COAST COLLEGE MARITIME TRAINING CENTER

Scenic Vista 1

Exhibit 8



Existing Condition



Proposed Condition

Note: Design features are conceptual in nature and subject to change based upon final design and consultation with State and local agencies.

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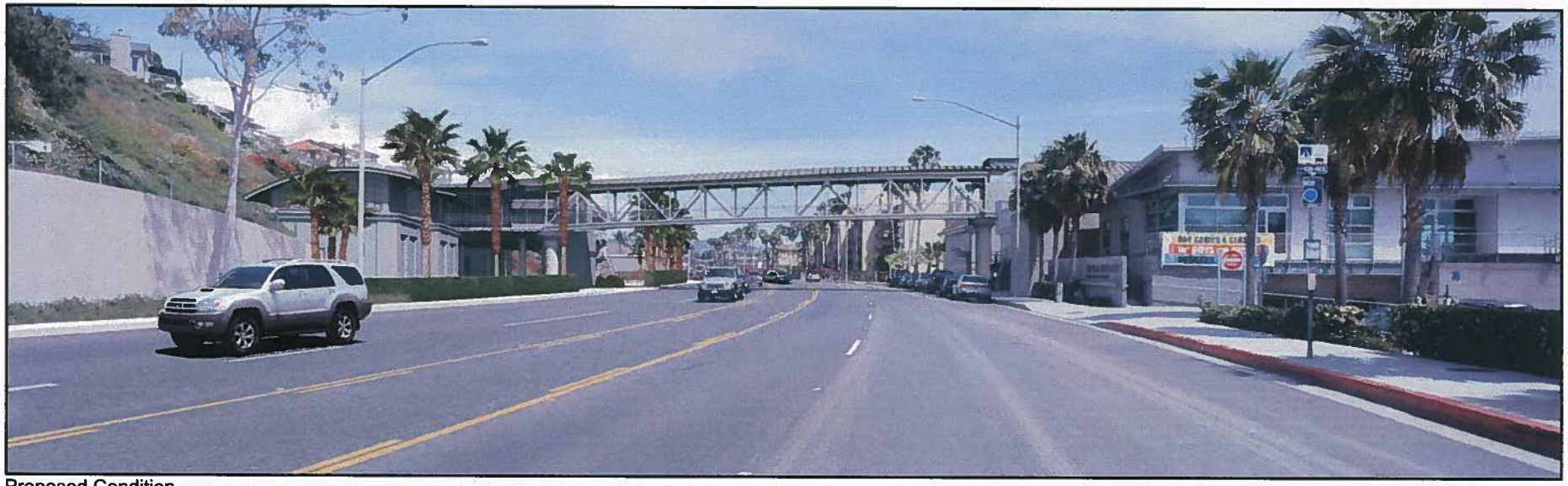
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
ORANGE COAST COLLEGE MARITIME TRAINING CENTER

Scenic Vista 2

Exhibit 9



Existing Condition



Proposed Condition

Note: Design features are conceptual in nature and subject to change based upon final design and consultation with State and local agencies.

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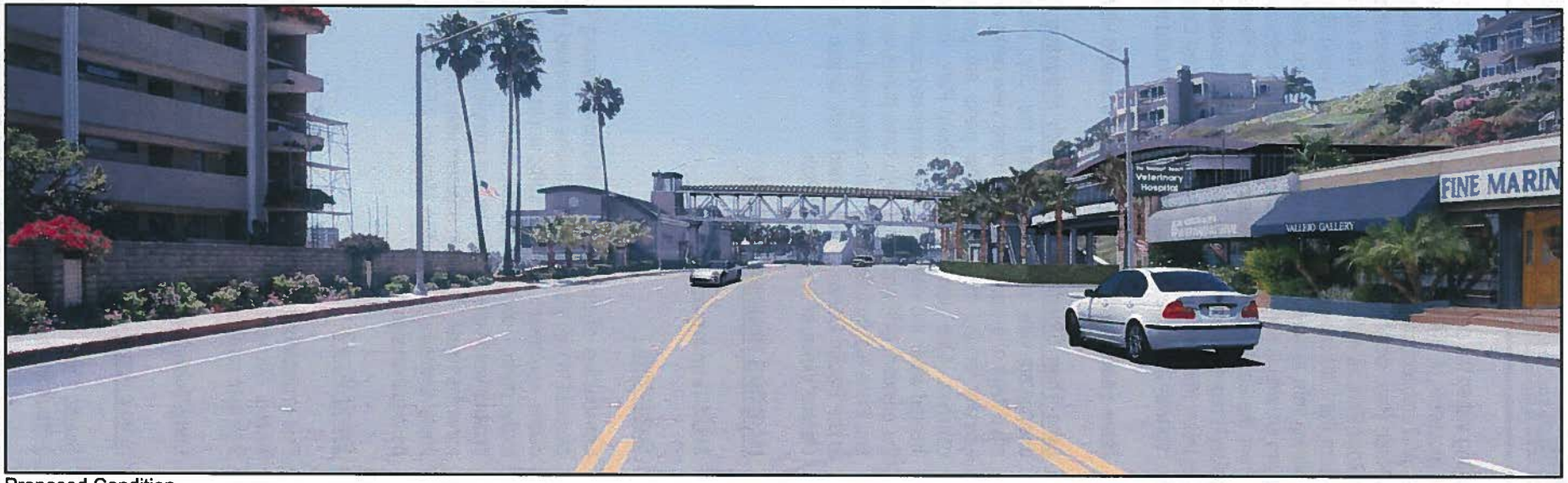
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
ORANGE COAST COLLEGE MARITIME TRAINING CENTER

Eligible State Scenic Highway 1

Exhibit 10



Existing Condition



Proposed Condition

Note: Design features are conceptual in nature and subject to change based upon final design and consultation with State and local agencies.

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
ORANGE COAST COLLEGE MARITIME TRAINING CENTER

Eligible State Scenic Highway 2

Exhibit 11

RBF CONSULTING

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RBF Consulting visited the project site on May 17, 2010 to conduct a visual inventory of the project site and potential scenic view locations, of which four were selected. Existing condition photographs, along with survey data for the project area and architectural renderings, were utilized to create photographic simulations. Scenic Vista 1 is taken from Kings Road Park, which is located atop the bluff overlooking the project site. Scenic Vista 1 represents views from Kings Road Park as well as the residential uses atop the bluff which also overlook the project site. Scenic Vista 2 is taken from the Lido Isle beach, located across Newport Bay to the south of the project site. Scenic Vista 2 represents views from recreational users of the beach and residents of Lido Isle. West Coast Highway (trending through the project site) is designated as an eligible State scenic highway. Therefore, Eligible State Scenic Highway 1 is taken from the eastbound travel lanes of West Coast Highway, from west of the project site. Eligible State Scenic Highway 1 represents views seen from eastbound travelers along West Coast Highway. Eligible State Scenic Highway 2 is taken from the westbound travel lanes of West Coast Highway, from east of the project site. Eligible State Scenic Highway 2 represents views seen from westbound travelers along West Coast Highway.

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant Impact With Mitigation Incorporated. The City's *General Plan* includes designated view parks throughout the City, which are smaller passive parks designed to take advantage of a significant view. Most view parks are between one-half to three acres in size and are typically located on bluffs. View parks are generally improved with landscaping, walkways, and benches. One view park (Kings Road Park, located to the north of the project site atop a bluff) is located within the viewshed of the proposed project, and overlooks the project site. Also, residents atop the adjacent bluff and would also have partial views to the project site. Views from Kings Road Park and these residential uses include designated visual resources, such as Newport Bay and distant views to the Pacific Ocean. Kings Road Park is also a "Public View Point" as designated on *Figure NR3, Coastal Views*, of the *General Plan*.

MARITIME TRAINING CENTER

Short-Term Impacts

Scenic Vista 1

Construction of the proposed Maritime Training Center may create temporary aesthetic nuisances associated with construction activities as viewed from Scenic Vista 1. Exposed surfaces, construction debris, equipment, and truck traffic would temporarily impact views from Kings Road Park and residents to the north. However, the construction process would be short-term (approximately 18 months) and impacts would cease upon project completion. In addition, construction staging areas would be sited to minimize visual impacts to adjacent uses appropriately (refer to Mitigation Measure AES-1). Thus, with implementation of Mitigation Measure AES-1, short-term construction-related aesthetic impacts would be less than significant.

Scenic Vista 2

Due to distance and intervening structures, views to construction activities from Scenic Vista 2 would be limited. Views to construction staging and equipment would not be afforded. Thus, impacts would be less than significant.

Long-Term Impacts

Scenic Vista 1

Scenic Vista 1 represents views experienced by recreational users at Kings Road Park and the surrounding residents located atop the bluff to the north of the project site. As seen in *Exhibit 8, Scenic*

Vista 1, views from this location include Newport Bay, beaches, and distant views to the Pacific Ocean. Views from Kings Road Park and residents to the north would be altered upon implementation of the proposed project, as depicted in *Exhibit 8*. The proposed project would construct a two-story building, similar to the surrounding uses. The proposed structure would not exceed existing building heights in the project area, as surrounding buildings range from one to five stories. Views to the southeast (from atop the bluff) would include the proposed roof of the new building. The visible roofline would be below the visible horizon from this location and would not obstruct views to Newport Bay, beaches, or the Pacific Ocean. Therefore, the proposed structure would not substantially impact the scenic quality of views from Kings Road Park or residents to the north. A less than significant impact would occur at Scenic Vista 1.

Scenic Vista 2

Scenic Vista 2 represents views afforded to the project site from recreational users and residents of Lido Isle. As seen in *Exhibit 9*, *Scenic Vista 2*, views from this location include Newport Bay, the existing OCC facility, bluffs to the north of West Coast Highway, and commercial and residential uses. Designated visual resources within this view include Newport Bay and the Lido Isle beach. With implementation of the proposed project, views from this location would be slightly altered; refer to *Exhibit 9*. The proposed two-story building would be partially visible. However, the Maritime Training Center building appears similar in size and scale to surrounding commercial and institutional uses, and the building does not obstruct views to any designated visual resources. These changes are nominal and do not degrade scenic views within the area. Therefore, impacts to scenic views at Scenic Vista 2 would be less than significant.

PEDESTRIAN BRIDGE

Short-Term Impacts

Scenic Vista 1

The pedestrian bridge would connect the proposed Maritime Training Center to the existing OCC SSS facility. The proposed pedestrian bridge would vary between 29 and 30 feet in height to the top of the canopy, and would span over West Coast Highway. The bridge structure would be approximately 12 feet wide, 120 feet long, and approximately 10 feet high from the bridge deck to the bridge canopy. Construction of the pedestrian bridge would result in short-term aesthetic impacts to viewers utilizing Kings Road Park and residents to the north of the project site. However, with implementation of Mitigation Measure AES-1, construction equipment would be situated to minimize visual impacts to adjacent uses, and would reduce short-term construction-related aesthetic impacts to less than significant.

Scenic Vista 2

Due to distance and intervening structures, views to construction activities from Scenic Vista 2 would be limited. Bridge construction activities would be short-term and would cease upon bridge completion. Impacts in this regard would be less than significant.

Long-Term Impacts

Scenic Vista 1

As seen in *Exhibit 8*, the roofing materials of the pedestrian bridge would be visible from Kings Road Park and residents to the north upon implementation of the proposed project. However, the park and residential uses are located at a higher elevation (atop the bluff) than the bridge, which would reach 30

feet. The bridge height would be similar to the surrounding buildings and would not obstruct views. Also, the proposed bridge materials would be similar to the existing OCC SSS facility. Thus, implementation of the proposed project would not substantially degrade the scenic quality of views in Scenic Vista 1, and a less than significant impact would occur.

Scenic Vista 2

Limited views are afforded to the proposed pedestrian bridge in Scenic Vista 2. The bulk of the bridge is blocked by the existing OCC facility; however, the bridge connection point (bridge footing, elevator shaft) to the existing OCC SSS facility is visible; refer to *Exhibits 8, 10, and 11*. The bridge connection point would not obstruct views to any designated visual resources, and would appear similar in materials to the existing surrounding buildings. Therefore, the implementation of the pedestrian bridge would not degrade the scenic quality of Scenic Vista 2, and a less than significant impact would occur.

Mitigation Measures:

MARITIME TRAINING CENTER

AES-1 Construction equipment staging areas shall be located, to the greatest extent feasible, away from surrounding sensitive receptors in order to minimize public views to equipment. Appropriate screening (i.e., temporary fencing with opaque material) shall be utilized to shield views of construction equipment and material. Compliance with this measure shall be subject to periodic field inspection by the Coast Community College District.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure AES-1. No additional mitigation is required.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Less Than Significant Impact With Mitigation Incorporated. There are no officially-designated State scenic highways within proximity to the project site. However, the project site is located along West Coast Highway, which is designated as an eligible State Scenic Highway.[4] West Coast Highway is also designated a "Coastal View Road" on *Figure NR3, Coastal Views*, of the City's *General Plan*. The City's *General Plan* identifies the following visual resources within the City: Crystal Cove State Park rolling hills; ocean, bay, beach, rocky shores, wetlands, canyons, and coastal bluff views; San Joaquin corridor hills; Santa Ana Mountains; habitat areas; and open spaces (including Kings Road Park). Visual resources visible from West Coast Highway in the vicinity of the project site include the Pacific Ocean, Newport Bay, Lido Isle beach, and Kings Road Park views.

MARITIME TRAINING CENTER

The Maritime Training Center is proposed on the inland side of West Coast Highway, abutting a large bluff (approximately 65 feet higher in elevation than the project site and West Coast Highway). The proposed facility would be visible from West Coast Highway travel lanes. Changes within the viewshed of West Coast Highway travelers are depicted on *Exhibits 10 and 11*.

[4] California Department of Transportation website, http://www.dot.ca.gov/hq/LandArch/scenic_highways/index.htm, accessed June 2010.

Short-Term Impacts

Eligible State Scenic Highway 1

Eastbound travelers in Eligible State Scenic Highway 1 would be exposed to short-term construction activities associated with the Maritime Training Center. Short-term construction impacts would be reduced to less than significant levels with implementation of Mitigation Measure AES-1, as the construction staging areas and equipment would be sited in order to minimize views from public areas and screening would be utilized on site perimeters.

Eligible State Scenic Highway 2

Westbound travelers in Eligible State Scenic Highway 2 would be exposed to short-term construction activities associated with the Maritime Training Center. Short-term construction impacts would be reduced to less than significant levels with implementation of Mitigation Measure AES-1.

Long-Term Impacts

Eligible State Scenic Highway 1

As seen in *Exhibit 10*, *Eligible State Scenic Highway 1*, views from this location include the West Coast Highway travel lanes, the existing OCC SSS facility, and commercial uses. There are no visible designated visual resources within this view. With implementation of the proposed project, views from this location would be altered; refer to *Exhibit 10*. The proposed two-story building abuts a bluff. The new structure would appear similar in size and scale to the surrounding commercial and institutional uses. The proposed building does not obstruct views to any designated visual resources, and does not substantially degrade the quality of views from West Coast Highway travelers. Therefore, the proposed Maritime Training Center would not damage views to scenic resources from West Coast Highway, and a less than significant impact would occur.

Eligible State Scenic Highway 2

As seen in *Exhibit 11*, *Eligible State Scenic Highway 2*, views from this location include West Coast Highway travel lanes, the existing OCC SSS facility, Kings Road Park, and commercial uses. Designated visual resources within this view include Kings Road Park. The Maritime Training Center building abuts the adjoining bluff, and appears similar in size (two stories), scale, and materials to the surrounding buildings. Also, the proposed ornamental landscaping in front of the building softens the appearance of the proposed structure along West Coast Highway. The proposed building does not obstruct views to Kings Road Park, which is located above the project site. Implementation of the project would not substantially degrade the quality of views from this location. Therefore, the proposed Maritime Training Center would not damage views to scenic resources from West Coast Highway, and a less than significant impact would occur.

PEDESTRIAN BRIDGE

Short-Term Impacts

Eligible State Scenic Highway 1

The proposed pedestrian bridge would connect the proposed Maritime Training Center to the existing OCC SSS facility, across West Coast Highway. Travelers would be exposed to short-term bridge construction activities. Short-term construction impacts would be reduced to less than significant levels with implementation of Mitigation Measure AES-1.

Eligible State Scenic Highway 2

Westbound travelers would be exposed to short-term bridge construction activities. Short-term construction impacts would be reduced to less than significant levels with implementation of Mitigation Measure AES-1.

Long-Term Impacts

Eligible State Scenic Highway 1

The proposed pedestrian bridge is visible from this view location; refer to *Exhibit 10*. However, the bridge would be constructed to be as transparent as possible (utilizing an open framework design), in an effort to avoid degradation of views from this location. Also, the pedestrian bridge does not obstruct views to any designated visual resources (i.e., ocean, bay, beach, or Kings Road Park). Therefore, the proposed pedestrian bridge would not substantially damage views to scenic resources from eastbound travel lanes of West Coast Highway, and a less than significant impact would occur.

Eligible State Scenic Highway 2

Although the proposed pedestrian bridge is visible in this viewpoint, it would not obstruct views to the ocean, bay, beaches, or Kings Road Park. Therefore, the proposed pedestrian bridge would not substantially damage views to scenic resources from westbound travel lanes of West Coast Highway, and a less than significant impact would occur.

Mitigation Measures:

MARITIME TRAINING CENTER

Refer to Mitigation Measure AES-1. No additional mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure AES-1. No additional mitigation is required.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

Short-Term Impacts

Short-term construction activities associated with the Maritime Training Center would temporarily impact the character/quality of the project site. Exposed surfaces, construction debris, equipment, and truck traffic would temporarily impact views from surrounding uses. However, the construction process would be short-term (approximately 18 months) and impacts would cease upon project completion. In addition, construction staging areas would be sited to minimize visual impacts to adjacent uses appropriately, and the perimeter of the site would be screened (Mitigation Measure AES-1). With implementation of Mitigation Measure AES-1, short-term impacts would be reduced to less than significant levels.

Long-Term Impacts

The proposed Maritime Training Center would be constructed on a previously disturbed lot, which has historically been developed with commercial uses. The proposed structure would be two stories and would consist of 10,000 gross square feet of teaching, learning, and lecture space. The proposed OCC Maritime Training Center would be designed with architectural features and aesthetic enhancements intended to be compatible with the existing OCC SSS facility and adjacent RPPS building (currently under construction). The proposed project is located within the Mariner's Mile Specific Plan area and would be consistent with the Mariner's Mile Design Framework. Project consistency with the Mariner's Mile Design Framework would ensure compatibility with the surrounding area and would minimize visual impacts from the proposed building. Specific architectural and design elements would include:

- Clean rooflines, parking beneath the building, underground utilities, screened mechanical equipment and curved, weathered-copper roofs to provide enhanced aesthetics;
- Harmonious building colors and materials consistent with existing surrounding facilities and a "nautical theme" to contribute to the overall visual continuity and coherence of the *Master Vision Plan* and Mariner's Mile corridor;
- Broad roof overhangs and sunshades would shelter decks and shade windows to promote energy conservation. The roof would be tucked-down to the rear to provide scale compatibility with existing residential uses to the north;
- Purposeful lighting and shielded fixtures to contain nighttime lighting on-site (zero glare spill-off); and
- Landscaping per the Mariner's Mile Design Framework on the West Coast Highway frontage and eastern edges to provide a new "civic face" to the site and contribute to design continuity along Mariner's Mile.

The proposed Maritime Training Center would be two stories in height, and would appear similar in massing and scale to the surrounding development (one to five stories in height). Also, as depicted in *Exhibit 8* through *Exhibit 11*, architectural treatments proposed for the Maritime Training Center would be similar to the existing OCC SSS and RPPS. The Maritime Training Center would be situated against a bluff, which would further minimize the building's massing. As the proposed structure would be two stories in height, it would not obstruct bay, beach, or ocean views from Kings Road Park or the residential uses atop the bluff. Additionally, the proposed palm trees and landscaping along West Coast Highway would appear similar to ornamental landscaping in the project area and would soften views to the new structure. Therefore, implementation of the proposed project would not degrade the character/quality of the area; refer to *Exhibit 8* through *Exhibit 11*. Impacts in this regard are less than significant.

PEDESTRIAN BRIDGE

Short-Term Impacts

Short-term construction activities associated with the proposed pedestrian bridge would temporarily impact the character/quality of the project site. However, with implementation of Mitigation Measure AES-1, short-term impacts would be reduced to less than significant levels.

Long-Term Impacts

The proposed pedestrian bridge over West Coast Highway would connect the proposed Maritime Training Center to the existing OCC SSS facility. This pedestrian bridge would be accessible to the public, and would provide connectivity between the two OCC facilities in order to maintain a cohesive

maritime campus. The proposed pedestrian bridge would vary between 29 and 30 feet in height, and would span the West Coast Highway right-of-way. Footings would be located outside of and adjacent to the West Coast Highway right-of-way. The bridge structure would be approximately 12 feet wide, 120 feet long, and approximately 10 feet high from the bridge deck to the bridge canopy. The proposed bridge would require an encroachment permit from the California Department of Transportation (Caltrans), since the proposed bridge structure would require construction within Caltrans right-of-way.

Similar to the proposed OCC Maritime Training Center, the pedestrian bridge would be designed with architectural features and aesthetic enhancements intended to be compatible with surrounding uses, providing a lightweight, "nautical" character. Specific architectural and design elements would include:

- A column-less, lightweight steel truss structure with a curved, weathered copper roof to architecturally harmonize with OCC buildings, providing an enhanced aesthetic character;
- Visual transparency to help create a distinctive landmark for Mariner's Mile Specific Plan area; and
- Quality materials, details, and lighting to enhance pedestrian safety and experience.

The pedestrian bridge would be visible from recreational users (Kings Road Park) and residents atop the adjoining bluff, travelers along West Coast Highway, and from recreational users and residents of Lido Isle (across Newport Bay). Changes in the character/quality as a result of project implementation are depicted in *Exhibit 8* through *Exhibit 10*.

As previously stated, the surrounding buildings range from one to five stories in height. Therefore, the proposed bridge structure (up to 30 feet high) would appear similar in scale and massing to the surrounding structures. The bridge would consist of architectural treatments similar to the existing OCC SSS facility and the proposed Maritime Training Center. As seen in *Exhibit 8* through *Exhibit 10*, the bridge would be constructed to be as transparent as possible (utilizing an open framework design), in an effort to minimize aesthetic impacts, and the bridge would not obstruct views to designated visual resources (i.e., ocean, bay, beaches, and parks). Therefore, the bridge would not degrade the character/quality of the area, and a less than significant impact would occur.

Mitigation Measures:

MARITIME TRAINING CENTER

Refer to Mitigation Measure AES-1. No additional mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure AES-1. No additional mitigation is required.

d) ***Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?***

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

Short-Term Impacts

Short-term light and glare impacts are anticipated to be minimal, since no nighttime construction would be required for project implementation. Therefore, no impact would occur in this regard.

Long-Term Impacts

Lighting in the project vicinity is currently produced by the existing residential, commercial, and institutional uses surrounding the project site. Light and glare is also currently generated by vehicles traveling along West Coast Highway. Operation of the proposed project would require nighttime security lighting at the Maritime Training Center. However, lighting would be focused and fixtures would be shielded to contain nighttime lighting on-site (zero glare spill-off), consistent with Mitigation Measure AES-2. Therefore, impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

Short-Term Impacts

Short-term light and glare impacts are anticipated to be minimal, since no nighttime construction would be required for project implementation. Therefore, no impact would occur in this regard.

Long-Term Impacts

The proposed pedestrian bridge would include security lighting for safety purposes, which could result in visual impacts to surrounding uses and travelers along West Coast Highway. Also, all direct rays would be confined internally to the pedestrian walkway area. Lighting would not be affixed to the bridge structure causing the rays to be directed onto West Coast Highway, and would be required to have a light cutoff of 90 degrees or less (refer to Mitigation Measure AES-3). Therefore, with implementation of Mitigation Measure AES-3, light and glare impacts from the pedestrian bridge would be less than significant.

Mitigation Measures:

MARITIME TRAINING CENTER

AES-2 Prior to occupancy of the Maritime Training Center, all on-site lighting shall be shielded and confined within site boundaries. Light spill-off shall not be permitted onto public streets or adjacent properties or create a public nuisance. "Wal-Pak" types of lighting fixtures shall not be utilized on-site, and parking lighting shall be shielded for zero glare spill-off. All such light fixtures shall be noted on project plans.

PEDESTRIAN BRIDGE

AES-3 The building plans (to be approved by the California Division of the State Architect and the California Department of Transportation) shall depict that no light shall be affixed to the pedestrian bridge that would cause rays to be directed onto West Coast Highway, and that bridge lighting shall have a cutoff of 90 degrees or less to contain nighttime glare.

4.2 AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:	**Potentially Significant Impact**	**Less Than Significant Impact With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d. Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact.

MARITIME TRAINING CENTER

The Maritime Training Center site and surrounding area are completely developed with urbanized uses. No farmland exists within the site vicinity. In addition, based on the *Orange County Important Farmland 2008 Map* prepared by the California Department of Conservation, the proposed project would not occur upon any area designated Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.[5] Thus, no impacts would occur in this regard.

[5] California Department of Conservation Farmland Mapping and Monitoring Program, *Orange County Important Farmland 2008 Map*, published August 2009.

PEDESTRIAN BRIDGE

As stated above, the project area is completely urbanized and no Prime Farmland, Unique Farmland, or Farmland of Statewide Importance exist. Construction of the pedestrian bridge would not impact any agricultural resources, and no impacts would occur in this regard.

***Mitigation Measures*:** No mitigation is required.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact.

MARITIME TRAINING CENTER

As stated above, the Maritime Training Center site is completely developed and urbanized, and no agricultural land exists within the site vicinity. The site is designated "Retail Service Commercial, Mariner's Mile Overlay District" (RSC-MM) by the *City of Newport Beach Zoning Code* (*Zoning Code*). Thus, the Maritime Training Center would not affect any land zoned for agricultural use under the City's *Zoning Code* and would not conflict with a Williamson Act contract. No impacts would occur in this regard.

PEDESTRIAN BRIDGE

The pedestrian bridge would require improvements over West Coast Highway and at the existing OCC SSS. The SSS is designated "Balboa Bay Club, Mariner's Mile Overlay District" (PC-45-MM) by the *Zoning Code*. Thus, the pedestrian bridge would not affect any land zoned for agricultural use under the City's *Zoning Code* and would not conflict with a Williamson Act contract. No impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact.

MARITIME TRAINING CENTER

The Maritime Training Center site is completely developed and urbanized. As discussed above, the Maritime Training Center is zoned "Retail Service Commercial, Mariner's Mile Overlay District" (RSC-MM). The Maritime Training Center would not conflict with any areas zoned for forest or timberland, and no impacts would occur in this regard.

PEDESTRIAN BRIDGE

The pedestrian bridge would implement improvements over West Coast Highway, and would require improvements to provide a connection at the existing OCC SSS. The SSS is zoned "Balboa Bay Club, Mariner's Mile Overlay District" (PC-45-MM). The pedestrian bridge would not conflict with any areas zoned for forest or timberland, and no impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact.

MARITIME TRAINING CENTER

Refer to Response 4.2(c), above.

PEDESTRIAN BRIDGE

Refer to Response 4.2(c), above.

Mitigation Measures: No mitigation is required.

e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact.

MARITIME TRAINING CENTER

As stated above in Responses 4.2(a) through 4.2(c), the Maritime Training Center site is completely developed and is void of agricultural or forest resources. Thus, there would be no potential for the conversion of these resources and no impacts would occur in this regard.

PEDESTRIAN BRIDGE

As stated above in Responses 4.2(a) through 4.2(c), the pedestrian bridge impact area is completely developed and is void of agricultural or forest resources. Thus, there would be no potential for the conversion of these resources and no impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

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4.3 AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	**Potentially Significant Impact**	**Less Than Significant Impact With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
a. Conflict with or obstruct implementation of the applicable air quality plan?			✓	
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		✓		
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		✓		
d. Expose sensitive receptors to substantial pollutant concentrations?			✓	
e. Create objectionable odors affecting a substantial number of people?			✓	

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact.

MARITIME TRAINING CENTER

According to the *CEQA Air Quality Handbook*, in order to determine consistency with the South Coast Air Quality Management District (SCAQMD) *Air Quality Management Plan* (*AQMP*) two main criteria must be addressed.

Criterion 1:

With respect to the first criterion, SCAQMD methodologies require that an air quality analysis for a project include forecasts of project emissions in relation to contributing to air quality violations and delay of attainment.

a) Would the project result in an increase in the frequency or severity of existing air quality violations?

Since the consistency criteria identified under the first criterion pertain to pollutant concentrations, rather than to total regional emissions, an analysis of the project's pollutant emissions relative to localized pollutant concentrations is used as the basis for evaluating project consistency. As discussed in Response 4.3(d), below, localized concentrations of CO, NO_X, PM_{10}, and $PM_{2.5}$ would be less than significant. Therefore, the proposed project would not result in an increase in the frequency or severity of existing air quality violations. Because ROGs are not a criteria pollutant, there is no ambient standard or localized threshold for ROGs. Due to the role ROG plays in ozone formation, it is classified as a precursor pollutant and only a regional emissions threshold has been established.

b) *Would the project cause or contribute to new air quality violations?*

The proposed project would result in emissions that would be below the SCAQMD thresholds. Therefore, the proposed project would not have the potential to cause or affect a violation of the ambient air quality standards.

c) *Would the project delay timely attainment of air quality standards or the interim emissions reductions specified in the AQMP?*

The proposed project would result in less than significant impacts with regard to localized concentrations during project construction and operations. As such, the proposed project would not delay the timely attainment of air quality standards or AQMP emissions reductions.

Criterion 2:

With respect to the second criterion for determining consistency with SCAQMD and Southern California Association of Governments (SCAG) air quality policies, it is important to recognize that air quality planning within the South Coast Air Basin (Basin) focuses on attainment of ambient air quality standards at the earliest feasible date. Projections for achieving air quality goals are based on assumptions regarding population, housing, and growth trends. Thus, the SCAQMD's second criterion for determining project consistency focuses on whether or not the proposed project exceeds the assumptions utilized in preparing the forecasts presented in the AQMP. Determining whether or not a project exceeds the assumptions reflected in the AQMP involves the evaluation of the three criteria outlined below. The following discussion provides an analysis of each of these criteria.

a) *Would the project be consistent with the population, housing, and employment growth projections utilized in the preparation of the AQMP?*

A project is consistent with the AQMP in part if it is consistent with the population, housing, and employment assumptions that were used in the development of the AQMP. In the case of the *2007 Air Quality Management Plan for the South Coast Air Basin* (*2007 AQMP*), three sources of data form the basis for the projections of air pollutant emissions: the *City of Newport Beach General Plan* (*General Plan*), SCAG's *Growth Management* Chapter of the *Regional Comprehensive Plan and Guide* (*RCPG*), and SCAG's *2008 Regional Transportation Plan* (*RTP*). The *RTP* also provides socioeconomic forecast projections of regional population growth. The proposed project would be consistent with the *General Plan* land use designation for the project area as "Public Facilities" (PF), but inconsistent with the portion of the site designated "General Commercial" (CG 0.3). The *General Plan* establishes goals and policies that are intended to guide development throughout the City. Although the proposed project is not consistent with a portion of the site's *General Plan* designation, this inconsistency would not substantially affect City-wide plans for population growth at the project site. Moreover, under Section 53091 of the *California Government Code*, school districts are not required to comply with land use controls implemented by a municipal agency (refer to Section 4.10, Land Use and Planning for additional information regarding this exemption). Thus, the proposed project is consistent with the types, intensity, and patterns of land use envisioned for the site vicinity in the *RCPG*. The population, housing, and employment forecasts, which are adopted by SCAG's Regional Council are based on the local plans and policies applicable to the City; these are used by SCAG in all phases of implementation and review. Additionally, as the SCAQMD has incorporated these same projections into the *2007 AQMP*, it can be concluded that the proposed project would be consistent with the projections.

b) *Would the project implement all feasible air quality mitigation measures?*

The proposed project would result in less than significant air quality impacts. Compliance with emission reduction measures identified by the SCAQMD would be required as identified in Response 4.3(b) and 4.3(c). As such, the proposed project meets this AQMP consistency criterion.

c) *Would the project be consistent with the land use planning strategies set forth in the AQMP?*

The proposed project would serve to implement various City of Newport Beach and SCAG policies. The proposed project is located within a developed portion of the City, and is an infill development. The project site is centered along West Coast Highway and is currently served by the Orange County Transit Authority (OCTA) Route 1.

In conclusion, the determination of AQMP consistency is primarily concerned with the long-term influence of a project on air quality in the Basin. The proposed project would not result in a long-term impact on the region's ability to meet State and Federal air quality standards. Also, the proposed project would be consistent with the goals and policies of the AQMP for control of fugitive dust. As discussed above, the proposed project's long-term influence would also be consistent with the goals and policies of the AQMP and is, therefore, considered consistent with the SCAQMD's *2007 AQMP*.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would serve as a supporting facility to the Maritime Training Center, and thus would also be considered consistent with the *SCAQMD's 2007 AQMP*. Refer to the discussion above. Impacts would be less than significant.

Mitigation Measures: No mitigation is required.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Less Than Significant Impact With Mitigation Incorporated.

The project involves the construction of the Maritime Training Center and associated parking, and a pedestrian bridge crossing over West Coast Highway connecting the proposed Maritime Training Center to the existing OCC SSS facility.

SHORT-TERM (CONSTRUCTION) EMISSIONS

MARITIME TRAINING CENTER

Construction Emissions

Construction activities would involve demolition, earthwork, trenching, paving, building construction, and architectural coating. The proposed project would be constructed over approximately 18 months, beginning in early 2012 (contingent upon available funding). Construction activities would require the export of approximately 1,576 cubic yards of soil, and the paving of approximately 0.33 acres.

Table 4.3-1, Construction Air Emissions, depicts the construction emissions associated with the project. Emitted pollutants would include ROG, CO, NO_X, PM_{10}, and $PM_{2.5}$. ROG emissions would be the greatest during the paving and architectural coating phases of construction. The largest amount of CO and NO_X emissions would occur during the earthwork and trenching phases. PM_{10} and $PM_{2.5}$ emissions

would occur from fugitive dust (due to earthwork and excavation) and from construction equipment exhaust. The majority of PM_{10} and $PM_{2.5}$ emissions would be generated by fugitive dust from earthwork activities. Exhaust emissions from construction activities include emissions associated with the transport of machinery and supplies to and from the project site, emissions produced on-site as the equipment is used, and emissions from trucks transporting materials to and from the site.

As depicted in *Table 4.3-1*, construction-related emissions would not exceed the established SCAQMD thresholds for criteria pollutants. However, the proposed project would be required to adhere to standard SCAQMD regulations, such as implementing SCAQMD Rule 403 (Mitigation Measure AQ-1) which would further reduce construction emissions. Mitigation Measure AQ-1 requires limiting on-site vehicle speeds, shutting down equipment when not in use for extended periods of time, applying nontoxic chemical soil stabilizers to construction areas not in use, and tarping haul trucks. Mitigation Measure AQ-2 would reduce ozone precursor emissions by requiring all construction equipment to be in proper tune per manufacturer's specifications. Compliance with Mitigation Measures AQ-1 through AQ-3 would ensure adherence to SCAQMD standard regulations, and that impacts are mitigated to a less than significant level.

Table 4.3-1
Construction Air Emissions

Construction Emissions Source	Pollutant (pounds/day)[1]					
	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
2012						
Unmitigated Emissions	2.82	23.31	12.93	0.00	8.34	2.54
Mitigated Emissions[2]	2.82	23.31	12.93	0.00	1.64	1.15
SCAQMD Thresholds	*75*	*100*	*550*	*150*	*150*	*55*
Is Threshold Exceeded?	***No***	***No***	***No***	***No***	***No***	***No***
2013						
Unmitigated Emissions	4.64	7.37	4.96	0.00	0.43	0.40
Mitigated Emissions[2]	4.27	7.37	4.96	0.00	0.43	0.40
SCAQMD Thresholds	*75*	*100*	*550*	*150*	*150*	*55*
Is Threshold Exceeded?	***No***	***No***	***No***	***No***	***No***	***No***

ROG = reactive organic gases; NO_X = nitrogen oxides; CO = carbon monoxide; SO_2 = sulfur dioxide; PM_{10} = particulate matter up to 10 microns; $PM_{2.5}$ = particulate matter up to 2.5 microns

Notes:
1. Emissions were calculated using the URBEMIS 2007 version 9.2.4 Computer Model, as recommended by the SCAQMD.
2. The reduction/credits for construction emission mitigations are based on mitigation included in the URBEMIS 2007 version 9.2.4 computer model and as typically required by the SCAQMD (Rule 403). The mitigation includes the following: proper maintenance of mobile and construction equipment, replace ground cover in disturbed areas quickly, water exposed surfaces two times daily, cover stock piles with tarps, and water all haul roads two times daily (Mitigation Measure AQ-1).

Naturally Occurring Asbestos

Asbestos is a term used for several types of naturally occurring fibrous minerals that are a human health hazard when airborne. The most common type of asbestos is chrysotile, but other types such as tremolite and actinolite are also found in California. Asbestos is classified as a known human carcinogen by State, Federal, and international agencies and was identified as a toxic air contaminant by the California Air Resources Board in 1986.

Asbestos can be released from serpentinite and ultramafic rocks when the rock is broken or crushed. At the point of release, the asbestos fibers may become airborne, causing air quality and human health

hazards. These rocks have been commonly used for unpaved gravel roads, landscaping, fill projects, and other improvement projects in some localities. Asbestos may be released to the atmosphere due to vehicular traffic on unpaved roads, during grading for development projects, and at quarry operations. All of these activities may have the effect of releasing potentially harmful asbestos into the air. Natural weathering and erosion processes can act on asbestos bearing rock and make it easier for asbestos fibers to become airborne if such rock is disturbed. According to the Department of Conservation Division of Mines and Geology, *A General Location Guide for Ultramafic Rocks in California – Areas More Likely to Contain Naturally Occurring Asbestos Report* (August 2000), serpentinite and ultramafic rocks are not known to occur within the project area. Thus, there would be no impact in this regard.

PEDESTRIAN BRIDGE

Construction Emissions

Construction emissions associated with the pedestrian bridge are accounted for in the above analysis. Thus, impacts associated with bridge construction would be less than significant with implementation of Mitigation Measures AQ-1 through AQ-3.

Naturally Occurring Asbestos

As stated above, serpentinite and ultramafic rocks are not known to occur within the project area. Impacts there would be no impact in this regard.

LONG-TERM (OPERATIONAL) EMISSIONS

MARITIME TRAINING CENTER

Long-term air quality impacts would consist of mobile source emissions generated from project-related traffic and from stationary source emissions. Long-term air quality impacts would consist of mobile source emissions generated from project-related traffic and from stationary source emissions generated directly from natural gas. Emissions associated with each of these sources were calculated and are discussed below.

Mobile Source

Mobile sources are emissions from motor vehicles, including tailpipe and evaporative emissions. Depending upon the pollutant being discussed, the potential air quality impact may be of either regional or local concern. Trip generation rates associated with the proposed project were based on traffic data within the *OCC Maritime Training Center Traffic Impact Analysis* prepared by RBF Consulting (September 20, 2010). The proposed project would result in 212 new daily trips, which would equate to 872 vehicle miles traveled (VMT).

Area Source Emissions

Area source emissions would be generated due to an increased demand for electrical energy and natural gas consumption with implementation of the proposed project. The primary use of natural gas by the proposed project would be for combustion to produce space heating, water heating, and other miscellaneous heating or air conditioning sources. As the total operational (mobile and area sources) emissions for the proposed project would not exceed SCAQMD thresholds, impacts for long-term air quality emissions would be less than significant.

As indicated in *Table 4.3-2, Long Term Air Emissions*, emissions generated by vehicle traffic and area source emissions would not exceed established SCAQMD thresholds for SO_X, ROG, CO, NO_X, PM_{10}, and $PM_{2.5}$.

Table 4.3-2
Long Term Air Emissions

Emissions Source	Pollutant (pounds/day)[1]					
	ROG	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Area Source Emissions[2]	0.17	0.09	1.61	0.00	0.01	0.01
Vehicle Emissions	1.16	0.92	8.18	0.01	1.51	0.29
Total Emissions	*1.33*	*1.01*	*9.79*	*0.01*	*1.52*	*0.30*
SCAQMD Thresholds	*55*	*55*	*550*	*150*	*150*	*55*
Thresholds Exceeded?	***No***	***No***	***No***	***No***	***No***	***No***

Notes:
ROG = reactive organic gases; NO_X = nitrogen oxides; CO = carbon monoxide; SO_2 = sulfur dioxide; PM_{10} = particulate matter; up to 10 microns; $PM_{2.5}$ = particulate matter; up to 2.5 microns
1. Based on URBEMIS 2007 (version 9.2.4) modeling results, worst-case seasonal emissions for area and mobile emissions have been modeled.
2. Area Source emissions exclude the use of fireplaces and wood burning stoves.
Refer to Appendix A, Air Quality Data.

PEDESTRIAN BRIDGE

The pedestrian bridge would not result in any long-term operational air quality impacts, as there would be no associated mobile or area source emissions.

Mitigation Measures:

MARITIME TRAINING CENTER

AQ-1 During demolition, hauling, or other construction operations, excessive fugitive dust emissions shall be controlled by regular water or other dust preventive measures using the following procedures, as specified in the SCAQMD Rule 403.

- Limit on-site vehicle speed to 15 miles per hour.
- Water material excavated or graded sufficiently to prevent excessive amounts of dust. Water three times daily with complete coverage, preferably in the late morning and after work is done for the day.
- Water or securely cover material transported on-site or off-site sufficiently to prevent generating excessive amounts of dust.
- Minimize area disturbed by clearing, grading, earth moving, or excavation operations so as to prevent generating excessive amounts of dust.
- Indicate these control techniques in project specifications. Compliance with the measure will be subject to periodic site inspections by the City.
- Prevent visible dust from the project from emanating beyond the property line, to the maximum extent feasible.
- Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for ten days or more).

- Trucks transporting soil, sand, cut or fill materials, and/or construction debris to or from the site must be tarped from the point of origin.

AQ-2 Ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the Coast Community College District. Compliance with this measure shall be subject to periodic inspections of construction equipment vehicles by the Coast Community College District and included in construction bid documents.

AQ-3 All trucks that are to haul material shall comply with California Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. This provision shall be provided in construction bid documents.

PEDESTRIAN BRIDGE

Refer to Mitigation Measures AQ-1 through AQ-3. No additional mitigation is required.

c) ***Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?***

Less Than Significant Impact With Mitigation Incorporated.

CUMULATIVE CONSTRUCTION IMPACTS

MARITIME TRAINING CENTER

With respect to the proposed project's construction-period air quality emissions and cumulative Basin-wide conditions, the SCAQMD has developed strategies to reduce criteria pollutant emissions outlined in the *2007 AQMP* pursuant to Federal Clean Air Act mandates. As such, the proposed project would comply with SCAQMD Rule 403 requirements, and implement all feasible mitigation measures. Rule 403 requires that fugitive dust be controlled with the best available control measures in order to reduce dust so that it does not remain visible in the atmosphere beyond the property line of the proposed project. In addition, the proposed project would comply with adopted *2007 AQMP* emissions control measures. Per SCAQMD rules and mandates, as well as the CEQA requirement that significant impacts be mitigated to the extent feasible, these same requirements (i.e., Rule 403 compliance, the implementation of all feasible mitigation measures, and compliance with adopted Air Quality Management Plan emissions control measures) would also be imposed on construction projects throughout the Basin, which would include related projects.

Compliance with SCAQMD rules and regulations, as well as implementation of Mitigation Measures AQ-1 through AQ-3, would reduce the proposed project's construction-related impacts to a less than significant level. Thus, it can be reasonably inferred that the project-related construction emissions, in combination with those from other projects in the area, would not substantially deteriorate the local air quality. Thus, a less than significant impact would occur in this regard.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would serve as a supporting facility to the Maritime Training Center. The combined air quality emissions of both the Maritime Training Center and bridge have been

quantified above in Response 4.3(b), above. Upon implementation of Mitigation Measures AQ-1 through AQ-3, impacts would be less than significant.

CUMULATIVE LONG-TERM IMPACTS

MARITIME TRAINING CENTER

As discussed previously, the proposed project would not result in long-term air quality impacts. Additionally, adherence to SCAQMD rules and regulations would alleviate potential impacts related to cumulative conditions on a project-by-project basis. Emission reduction technology, strategies, and plans are constantly being developed. As a result, the proposed project would not contribute a cumulatively considerable net increase of any nonattainment criteria pollutant. Therefore, cumulative operational impacts associated with implementation of the proposed project would be less than significant.

PEDESTRIAN BRIDGE

The pedestrian bridge would not result in any long-term operational air quality impacts; therefore there would be no cumulative long-term impacts.

Mitigation Measures:

MARITIME TRAINING CENTER

Refer to Mitigation Measures AQ-1 through AQ-3. No additional mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measures AQ-1 through AQ-3. No additional mitigation is required.

d) Expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact. Sensitive receptors are defined as facilities or land uses that include members of the population that are particularly sensitive to the effects of air pollutants, such as children, the elderly, and people with illnesses. Examples of these sensitive receptors are residences, schools, hospitals, and daycare centers. The California Air Resources Board (CARB) has identified the following groups of individuals as the most likely to be affected by air pollution: the elderly over 65, children under 14, athletes, and persons with cardiovascular and chronic respiratory diseases such as asthma, emphysema, and bronchitis.

Sensitive receptors near the project site include surrounding residences and the existing OCC SSS facility. In order to identify impacts to sensitive receptors, the SCAQMD recommends addressing localized significance thresholds for construction and operations impacts (area sources only). A carbon monoxide hot-spot analysis was performed for the analysis of localized mobile source impacts.

LOCALIZED SIGNIFICANCE THRESHOLDS (LST)

MARITIME TRAINING CENTER

Localized Significance Thresholds (LSTs) were developed in response to SCAQMD Governing Boards' Environmental Justice Enhancement Initiative (I-4). The SCAQMD provided the *Final Localized Significance Threshold Methodology* (dated June 2003 [revised 2008]) for guidance. The LST methodology assists lead agencies in analyzing localized impacts associated with project-specific level

proposed projects. The SCAQMD provides the LST lookup tables for one, two, and five acre projects emitting CO, NO_X, $PM_{2.5}$, or PM_{10}. The LST methodology and associated mass rates are not designed to evaluate localized impacts from mobile sources traveling over the roadways. The SCAQMD recommends that any project over five acres should perform air quality dispersion modeling to assess impacts to nearby sensitive receptors. The project is located within Sensitive Receptor Area (SRA) 18, North Coastal Orange County.

The project would disturb approximately 0.1 acre of land at one time (project site totals 0.53 acres); therefore, the LST thresholds for the smallest acreage (one acre) was utilized for both the construction and operational LST analysis. The closest sensitive receptors to the project site are surrounding residential units and the existing OCC SSS facility. These sensitive land uses may be potentially affected by air pollutant emissions generated during on-site construction activities. LST thresholds are provided for distances to sensitive receptors of 25, 50, 100, 200, and 500 meters. As the nearest sensitive use is approximately 30 meters away, the LST value was linearly interpolated.

Table 4.3-3, Localized Significance of Emissions, shows the construction-related emissions for NO_X, CO, PM_{10}, and $PM_{2.5}$ compared to the LSTs for SRA 18, North Coastal Orange County. As shown in *Table 4.3-3*, construction and operational emissions would not exceed the LSTs for SRA 18. Therefore, localized significance impacts would be less than significant.

Table 4.3-3
Localized Significance of Emissions

Source	Pollutant (pounds/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Construction				
2012				
Total Mitigated Emissions	23.31	12.93	1.64	1.15
Localized Significance Threshold	92.20	665.20	5.80	3.40
Thresholds Exceeded?	***No***	***No***	***No***	***No***
2013				
Total Mitigated Emissions	7.37	4.96	0.43	0.40
Localized Significance Threshold	92.52	694.32	5.80	3.40
Thresholds Exceeded?	***No***	***No***	***No***	***No***
Operational				
Area Source Emissions	0.09	1.61	0.01	0.01
Localized Significance Threshold	92.20	665.20	1.60	1.20
Thresholds Exceeded?	***No***	***No***	***No***	***No***

Note:
1. The Localized Significance Threshold was determined using Appendix C of the SCAQMD *Final Localized Significant Threshold Methodology* guidance document for pollutants NO_X, CO, PM_{10}, and $PM_{2.5}$. The Localized Significance Threshold was based on the anticipated daily acreage disturbance for construction, the total acreage for operational, the distance to sensitive receptors, and the source receptor area (SRA 18).

PEDESTRIAN BRIDGE

Construction emissions associated with the pedestrian bridge are accounted for in the above analysis. Thus, impacts would be less than significant in this regard.

CARBON MONOXIDE HOTSPOTS

MARITIME TRAINING CENTER

The SCAQMD requires a quantified assessment of CO hotspot when a project increases the volume to capacity ratio (also called the intersection capacity utilization) by 0.02 (two percent) for any intersection with an existing level of service (LOS) D or worse. Because traffic congestion is highest at intersections where vehicles queue and are subject to reduced speeds, these hotspots are typically produced at intersection locations.

As indicated in *Table 4.3-4, Project Buildout Carbon Monoxide Concentration*, CO concentrations would be well below the State and Federal standards. The modeling results are compared to the California Ambient Air Quality Standards for carbon monoxide of 9 ppm on an 8-hour average and 20 ppm on a 1-hour average. Neither the 1-hour average nor the 8-hour average would be equaled or exceeded. Thus, impacts in regards to CO hotspots would be less than significant.

Table 4.3-4
Project Buildout Carbon Monoxide Concentration

Intersection	1-hour CO (ppm)[1]		8-Hour CO (ppm)[1]	
	1-hour Standard	Future + Project	8-hour Standard	Future + Project
Newport Boulevard SB Ramps/West Coast Highway	20 ppm	3.30	9 ppm	2.64
Riverside Avenue/West Coast Highway	20 ppm	3.50	9 ppm	2.80
Balboa Bay Driveway/West Coast Highway	20 ppm	3.40	9 ppm	2.72
Dover Drive/West Coast Highway	20 ppm	3.70	9 ppm	2.96
Jamboree Road/East Coast Highway	20 ppm	3.80	9 ppm	3.04

Note:
1. As measured at a distance of 10 feet from the corner of the intersection predicting the highest value. Presented 1 hour CO concentrations include a background concentration of 2.7 ppm. Eight-hour concentrations are based on a persistence of 0.80 of the 1-hour concentration.

Refer to Appendix A, Air Quality Data.

PEDESTRIAN BRIDGE

The pedestrian bridge would not generate any traffic trips. Therefore, there would be no carbon monoxide hotspot impacts.

Mitigation Measures: No mitigation is required.

e) Create objectionable odors affecting a substantial number of people?

Less Than Significant Impact.

MARITIME TRAINING CENTER

According to the SCAQMD *CEQA Air Quality Handbook*, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. The proposed project does not include any uses identified by the SCAQMD as being associated with odors.

Construction activities associated with the project may generate detectable odors from heavy-duty equipment exhaust. Construction-related odors would be short-term in nature and cease upon project completion. Any impacts to existing adjacent land uses would be short-term and are less than significant.

PEDESTRIAN BRIDGE

Similar to the Maritime Training Center, the proposed pedestrian bridge would not include any uses identified by the SCAQMD as being associated with odors. Thus, impacts would be less than significant in this regard.

Mitigation Measures: No mitigation is required.

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4.4 BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓

a) ***Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

No Impact.

MARITIME TRAINING CENTER

The Maritime Training Center site is located within an urbanized area. The only area affected by the proposed project that could support special status biological resources would be a steep bluff that abuts the site to the north. This bluff would be directly impacted during construction of the Maritime Training Center.

The proposed Maritime Training Center site and adjacent bluff were previously analyzed within the *Rocky Point Pump Station Replacement Project Draft EIR* (*RPPS EIR*). According to the *RPPS EIR*, the bluff area is occupied by an assemblage of non-native grasses and shrubs, and a variety of common, disturbance-adapted wildlife species. Neither the site nor the adjacent hillside area support quality habitat for special status plant or wildlife species. Thus, no impacts in this regard would occur.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would require improvements over West Coast Highway and at the existing OCC SSS. Given the developed nature of this impact area, the pedestrian bridge would not have the potential to affect special-status plant or wildlife species. No impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

b) ***Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

No Impact.

MARITIME TRAINING CENTER

As stated above within Response 4.4(a), the proposed Maritime Training Center site is developed and disturbed. Although the proposed project would result in impacts to a bluff along the northern boundary of the proposed Maritime Training Center, it does not support sensitive habitats or communities. No impacts would occur in this regard.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge does not have the potential to impact any riparian habitat or other sensitive natural community, since it would cross over West Coast Highway and connect to the existing OCC SSS. No impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

c) ***Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?***

No Impact.

MARITIME TRAINING CENTER

Refer to Responses 4.4(a) and 4.4(b) above. The Maritime Training Center site has been previously disturbed and is void of sensitive plants, wildlife, and habitats (including wetlands). Thus, no impacts would occur in this regard.

PEDESTRIAN BRIDGE

Refer to Responses 4.4(a) and 4.4(b) above. The impact area associated with the pedestrian bridge would only affect areas that are currently developed, and no impacts to sensitive plants, wildlife, and habitats (including wetlands) would occur.

Mitigation Measures: No mitigation is required.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact.

MARITIME TRAINING CENTER

In the vicinity of the Maritime Training Center site, the West Coast Highway corridor is completely developed and subject to high amounts of automobile traffic and human activity. Due to the lack of quality biological habitat within and immediately surrounding the site, the Maritime Training Center would not interfere with the movement of fish or wildlife or impact wildlife corridors. The project site is void of mature trees, and nearly all landscaping has been removed from the site, with the exception of small ornamental plantings and shrubs. These remaining ornamental plantings and shrubs would be removed as part of the RPPS project, and the site would be completely void of vegetation upon the initiation of construction of the Maritime Training Center. Although the site is situated in close proximity to waters of the upper Newport Bay, no impacts to wildlife movement within Newport Bay would occur. Thus, no impacts would occur in regards to wildlife movement.

PEDESTRIAN BRIDGE

As stated above, the West Coast Highway corridor is completely developed and subject to high amounts of automobile traffic and human activity. The proposed pedestrian bridge would cross over West Coast Highway, connecting the proposed Maritime Training Center to the existing OCC SSS. Due to the lack of quality biological habitat within and immediately surrounding the bridge site, it would not interfere with the movement of fish or wildlife or impact wildlife corridors. Although the bridge is situated in close proximity to waters of the upper Newport Bay, no impacts to wildlife movement within Newport Bay would occur. Thus, no impacts would occur.

Mitigation Measures: No mitigation is required.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact.

MARITIME TRAINING CENTER

As discussed above in Responses 4.4(a) and 4.4(b), above, the Maritime Training Center would not result in impacts to sensitive biological resources and it would not conflict with local policies or ordinances. The site is currently being utilized as a staging area for construction of OCSD's RPPS, located immediately west of the project site. Nearly all landscaping has been removed from the site, with the exception of small ornamental plantings and shrubs. These remaining ornamental plantings and shrubs would be removed as part of the RPPS project, and the site would be completely void of vegetation upon the initiation of construction of the Maritime Training Center. The Maritime Training Center would not affect any street trees or landscaping along West Coast Highway. Thus, no impacts would occur in this regard.

PEDESTRIAN BRIDGE

Construction of the proposed pedestrian bridge would not affect any biological resources, trees, or landscaping. Thus, no impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact.

MARITIME TRAINING CENTER

According to the U.S. Fish and Wildlife Service's *HCP/NCCP Planning Areas in Southern California Map*, the Maritime Training Center site is located within the Orange County Central/Coastal Natural Community Conservation Plan (NCCP)/Habitat Conservation Plan (HCP).[6] Although the site is located within this NCCP/HCP area, the Maritime Training Center would not result in any impacts to sensitive biological resources. Thus, no conflicts with the provisions of the Orange County Central/Coastal NCCP/HCP would occur.

PEDESTRIAN BRIDGE

Like the Maritime Training Center, the proposed bridge site is located within the Orange County Central/Coastal NCCP/HCP.[7] However, since construction and operation of the pedestrian bridge would not result in impacts to biological resources, no conflicts with the provisions of the Orange County Central/Coastal NCCP/HCP would occur.

Mitigation Measures: No mitigation is required.

[6] U.S. Fish and Wildlife Service, Carlsbad Fish and Wildlife Office, *HCP/NCCP Planning Areas in Southern California*, October 2008.
[7] Ibid.

4.5 CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?			✓	
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?		✓		
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		✓		
d. Disturb any human remains, including those interred outside of formal cemeteries?		✓		

a) Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?

Less Than Significant Impact.

MARITIME TRAINING CENTER

As part of the Initial Study prepared for the proposed project, a *Phase I Cultural Resources Assessment* (*Cultural Resources Assessment*) was prepared for the proposed project. The *Cultural Resources Assessment* included a cultural resources records search through the South Central Coastal Information Center (SCCIC) at California State University, Fullerton, in addition to a field survey of the Maritime Training Center site.

The results of the records search contained in the *Cultural Resources Assessment* indicate that there have been 31 cultural resources studies completed within one mile of the project site. Although a total of nine prehistoric resources have been recorded within a one-mile radius of the site, no resources (historic or prehistoric) were documented on-site. In addition, based on the findings of a field survey conducted on May 18, 2010, no historical resources were found to occur on-site due to the amount of development and disturbance that has occurred. Thus, impacts would be less than significant.

PEDESTRIAN BRIDGE

The *Cultural Resources Assessment* prepared for the project included an analysis of the proposed bridge. As shown above under the analysis for the proposed Maritime Training Center, no historical resources are known to exist within the immediate site vicinity. Thus, impacts would be less than significant.

Mitigation Measures: No mitigation is required.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

As stated above, the *Cultural Resources Assessment* included a records search, field survey, and Native American scoping to document the potential for impacts to archaeological resources. Based on the results of the records search, a total of nine previously-documented archaeological sites were found to occur within a one-mile radius of the site; however, no archaeological resources were documented on-site. In addition, the field survey found that the site has been completely disturbed and is being utilized as a construction staging area for the OCSD's RPPS project. Given the results of the records search and prior disturbance to the site, the possibility of cultural resources being present is very low. However, as a result of the Native American scoping process, several Native American contacts indicated concerns regarding the project and the potential for impacts to Native American resources. Thus, in the unlikely event resources are discovered during grading activities, a qualified archaeologist shall be retained to evaluate the discovery prior to resuming grading in the immediate vicinity of the find (refer to Mitigation Measure CUL-1). Upon implementation of the recommended mitigation measure, impacts would be less than significant.

PEDESTRIAN BRIDGE

The *Cultural Resources Assessment* prepared for the project included an analysis of the proposed bridge. As shown above under the analysis for the proposed Maritime Training Center, no archaeological resources are known to exist within the immediate site vicinity. However, in the unlikely event resources are discovered during grading activities, Mitigation Measure CUL-1 would also apply to bridge construction. Thus, impacts would be less than significant.

Mitigation Measures:

MARITIME TRAINING CENTER

CUL-1 In the event buried cultural resources are discovered during grading activities, an Orange County-certified archaeologist shall be retained to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If warranted, the archaeologist shall collect the resource, and prepare a technical report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition and extent of the resources), final mitigation recommendations, and cost estimates. The Coast Community College District shall prepare excavated materials to the point of identification, and shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. The Coast Community College District shall pay curatorial fees if an applicable fee program has been adopted by the County's Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure CUL-1. No additional mitigation is required.

c) ***Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?***

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

The *Cultural Resources Assessment* included analysis of paleontological resources at the Maritime Training Center site. The *Cultural Resources Assessment* included a records search at the Natural History Museum of Los Angeles County, in addition to a field survey of the site.

The paleontological records search revealed that the project area and the bluff above the site consist of the marine Late Miocene Capistrano and older marine Late Miocene Monterey Formations. These sediments are paleontologically-sensitive. The records search indicated several recorded localities nearby in these formations. They include fossil boney fish, baleen whales, a sperm whale, and other unidentified marine mammals. Monitoring of any substantial excavations in the Capistrano and Monterey Formations is recommended. The area below the bluffs is likely covered with Quaternary Alluvium, landslide material, and/or fill to an unknown depth.

Thus, grading at the project site may unearth fossil resources if sensitive sediments, known to exist in the site vicinity, are encountered. If project grading would impact the paleontologically-sensitive marine Late Miocene Capistrano and older marine Late Miocene Monterey Formations that lie at an unknown depth below alluvium, landslide material, and/or fill, monitoring of these sediments is recommended. An Orange County-certified paleontologist shall be retained to monitor excavations occurring within these sensitive areas (refer to Mitigation Measure CUL-2). Thus, impacts would be less than significant.

PEDESTRIAN BRIDGE

The *Cultural Resources Assessment* prepared for the project included an analysis of the proposed bridge. As shown above under the analysis for the Maritime Training Center, paleontologically-sensitive sediments are known to occur in the site vicinity. Mitigation Measure CUL-2 would also apply to bridge construction. Thus, impacts would be less than significant.

Mitigation Measures:

MARITIME TRAINING CENTER

CUL-2 Prior to the issuance of any grading permit, the Coast Community College District shall provide written evidence to the City of Newport Beach Planning and Building Departments that is has retained an Orange County-certified paleontologist to observe grading activities and salvage and catalogue fossils as determined necessary by the project paleontologist. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the Coast Community College District, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are discovered and found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the Coast Community College District, which ensure proper exploration and/or salvage. Prior to the release of the grading bond the Coast Community College District shall submit the paleontologist's follow-up report for approval. The report shall include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. The Coast Community College District shall prepare excavated material to the point of

identification and shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. The Coast Community College District shall pay curatorial fees if an applicable fee program has been adopted by the County's Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure CUL-2. No additional mitigation is required.

d) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

Given the developed and disturbed nature of the Maritime Training Center site, no known human remains, including those interred outside of formal cemeteries, are expected to be encountered during earth removal or disturbance activities. In the unlikely event that human remains are encountered during construction activities, alterations to human remains would be considered a significant adverse impact.

In accordance with Section 7050.5 of the *California Health and Safety Code*, if human remains are found, the County Coroner shall be notified within 24 hours of the discovery. If the County Coroner determines that the remains are or believed to be Native American, the County Coroner shall notify the Native American Heritage Commission (NAHC) to determine the appropriate Native American representative for consultation on the disposition of the human remains (refer to Mitigation Measure CUL-3). Thus, impacts would be less than significant.

PEDESTRIAN BRIDGE

The *Cultural Resources Assessment* prepared for the project included an analysis of the proposed bridge. As shown above under the analysis for the Maritime Training Center, although human remains are not expected to be encountered, Mitigation Measure CUL-3 would apply in the event unexpected remains are found during construction of the bridge. Thus, impacts would be less than significant.

Mitigation Measures:

MARITIME TRAINING CENTER

CUL-3 In the event human remains are found during construction, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are or believed to be Native American, the County Coroner shall notify the Native American Heritage Commission in Sacramento within 48 hours. In accordance with Section 5097.98 of the *California Public Resources Code*, the NAHC must immediately notify those persons it believes to be the most likely descended from the deceased Native American. The descendents shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure CUL-3. No additional mitigation is required.

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4.6 GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			✓	
2) Strong seismic ground shaking?		✓		
3) Seismic-related ground failure, including liquefaction?		✓		
4) Landslides?		✓		
b. Result in substantial soil erosion or the loss of topsoil?		✓		
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		✓		
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?		✓		
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less Than Significant Impact.

MARITIME TRAINING CENTER

Southern California, including the project area, is subject to the effects of seismic activity due to the active faults that traverse the area. Active faults are defined as those that have experienced surface displacement within Holocene time (approximately the last 11,000 years) and/or are in a State-designated Alquist-Priolo Earthquake Fault Zone.

Based on the results of the *Structure Preliminary Geotechnical Report, Pedestrian Bridge, Orange Coast College Campus* (*Preliminary Geotechnical Report*) prepared for the project by Ninyo and Moore (provided as Appendix C, Preliminary Geotechnical Report – Pedestrian Bridge), the project site is located above the fault plane of the San Joaquin Hills blind thrust fault. However, blind thrust faults, by definition, do not have surface or near-surface expression of fault rupture.

In addition, the potential for earthquake fault rupture at the Maritime Training Center site was previously analyzed as part of the *RPPS EIR*. According to the *RPPS EIR*, although several active faults exist in the site vicinity, the project site is not situated within a designated Alquist-Priolo Earthquake Fault Zone. The nearest designated Earthquake Fault Zone is the Newport-Inglewood Fault, located approximately 0.5-mile south of the Maritime Training Center site. No onshore surface fault rupture has occurred along the Newport-Inglewood Earthquake Fault Zone in historic time (since 1769).[8] This evidence supports the determination that there is a low risk of surface fault rupture at the site, and impacts in this regard are considered less than significant.

PEDESTRIAN BRIDGE

As stated above, the nearest Alquist-Priolo Earthquake Fault Zone within the vicinity is the Newport-Inglewood Fault Zone, located approximately 0.5-mile south of the bridge site. No onshore surface fault rupture has occurred along the Newport-Inglewood Earthquake Fault Zone in historic time (since 1769).[9] In addition, although the bridge site is located along the fault plane of the San Joaquin Hills blind thrust fault, blind thrust faults do not have surface or near-surface expression of fault rupture. Thus, impacts in this regard would be less than significant.

Mitigation Measures: No mitigation is required.

2) Strong seismic ground shaking?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

Southern California has numerous active seismic faults subjecting residents to potential earthquake and seismic-related hazards. Seismic activity poses two types of potential hazards for residents and structures, categorized either as primary or secondary hazards. Primary hazards include ground rupture, ground shaking, ground displacement, subsidence, and uplift from earth movement. Primary hazards can also induce secondary hazards such as ground failure (lurch cracking, lateral spreading, and slope failure), liquefaction, water waves (seiches), movement on nearby faults (sympathetic fault movement), dam failure, and fires.

Two primary faults within the project area are identified within the *Preliminary Geotechnical Report*. These faults are listed in *Table 4.6-1, Principal Active Faults in the Site Vicinity*.

Table 4.6-1
Principal Active Faults in the Site Vicinity

FAULT NAME	DISTANCE FROM SITE (MILES)*	FAULT TYPE	MAXIMUM CREDIBLE MAGNITUDE (M_{max})
San Joaquin Hills	0	Reverse	6.6
Newport-Inglewood	22	Right Lateral Strike Slip	7.5

* Distance from the site to the closest surface projection of the fault plane.
Source: Ninyo and Moore, *Structure Preliminary Geotechnical Report, Pedestrian Bridge, Orange Coast College Campus*, June 25, 2010.

[8] Environmental Science Associates, *Rocky Point Pump Station Replacement Project Draft EIR*, June 2004.
[9] Ibid.

Given the proximity of these earthquake faults to the site, the proposed Maritime Training Center could experience damage due to seismic shaking. Although some structural damage is typically not avoidable during a large earthquake, the proposed project would be constructed to meet existing construction ordinances and the California Building Code (CBC) in order to protect against building collapse and major injury during a seismic event. The CBC includes specific design measures intended to maximize structural stability in the event of an earthquake. Adherence to these building requirements would minimize risks related to seismic shaking to a less than significant level.

PEDESTRIAN BRIDGE

As discussed above, a number of active earthquake faults exist in proximity to the proposed pedestrian bridge site (refer to *Table 4.6-1, Principal Active Faults in the Site Vicinity*). As with the Maritime Training Center, the bridge would be subject to potential damage during a seismic event. Although some structural damage is typically not avoidable during a large earthquake, the proposed project would be constructed to meet existing construction ordinances and the CBC in order to protect against building collapse and major injury during a seismic event. The CBC includes specific design measures intended to maximize structural stability in the event of an earthquake. Adherence to these building requirements would minimize risks related to seismic shaking to a less than significant level.

Mitigation Measures:

MARITIME TRAINING CENTER

GEO-1 Prior to approval of structural plans, the Coast Community College District shall ensure that the proposed Maritime Training Center and associated pedestrian bridge meet the seismic design parameters identified in the latest version of the California Building Code.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure GEO-1. No additional mitigation is required.

3) Seismic-related ground failure, including liquefaction?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

Liquefaction of cohesionless soils can be caused by strong vibratory motion due to earthquakes. Liquefaction is characterized by a loss of shear strength in the affected soil layers, thereby causing the soils to behave as a viscous liquid. Susceptibility to liquefaction is based on geologic and geotechnical data. River channels and floodplains are considered most susceptible to liquefaction, while alluvial fans have a lower susceptibility. Depth to groundwater is another important element in the susceptibility to liquefaction. Groundwater shallower than 30 feet results in high to very high susceptibility to liquefaction, while deeper water results in low and very low susceptibility.

Based upon the *Preliminary Geotechnical Report*, the project area is within an area mapped as "potentially liquefiable" by the California Geological Survey (CGS). However, based on previous analysis for the Maritime Training Center site conducted by Ninyo and Moore, the site is underlain by relatively dense formational soils. In addition, based upon the geotechnical analysis provided in the *RPPS EIR*, seismic settlement at the site is estimated to be less than one inch, and that the potential for liquefaction-induced lateral spreading is low. As stated above, the proposed facility would be designed in accordance with CBC requirements to minimize any impacts related to seismically-induced

liquefaction (refer to Mitigation Measure GEO-1). Thus, impacts in this regard are considered less than significant.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would provide an overcrossing of West Coast Highway between the proposed Maritime Training Center and the existing OCC SSS. Ancillary improvements at both the Maritime Training Center and OCC SSS would be required to provide an elevated connection with the bridge. Based upon analysis within the *Preliminary Geotechnical Report*, loose, potentially liquefiable layers are probable in areas adjacent to Newport Bay. Thus, there is an increased potential for liquefaction to occur in the area associated with bridge improvements on the coastal side of West Coast Highway. However, the proposed pedestrian bridge and associated facilities would be designed in accordance with CBC requirements to minimize any impacts related to seismically-induced liquefaction. Impacts in this regard would be less than significant upon implementation of Mitigation Measure GEO-1.

Mitigation Measures:

MARITIME TRAINING CENTER

Refer to Mitigation Measure GEO-1. No additional mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure GEO-1. No additional mitigation is required.

4) Landslides?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

Landslides are a serious geologic hazard, with some moving slowly and causing damage gradually, and others moving rapidly and causing unexpected damage. Gravity is the force driving landslide movement. Factors that commonly allow the force of gravity to overcome the resistance of earth material to landslide movement include saturation by water, steepening of slopes by erosion or construction, alternate freezing or thawing, and seismic shaking.

According to the *RPPS EIR*, the Maritime Training Center site is within an area of potential earthquake-induced landslides. The primary hazard in relation to landslides is the steep bluff immediately north of the site. The slope is composed entirely of weak geologic materials (alluvium) with a high erosion hazard. Because of the high susceptibility of earthquakes in the region, the Maritime Training Center site could experience damage if an earthquake-induced landslide were to occur.[10] The slope ranges from 4 to 1 (horizontal to vertical) to as steep as 2 to 1 in the vicinity of the Maritime Training Center site.

Construction of the proposed Maritime Training Center would require the replacement of an existing two to three-foot retaining wall at the base of the slope. In its final condition, the toe of the slope would be retained by the proposed Maritime Training Center structure, with retained heights varying from approximately 8 to 25 feet along the northerly wall of the building. The proposed northerly wall of the Maritime Training Center would minimize slope stability concerns during long-term operations. Thus,

[10] Ibid.

the primary concern in regards to landslides would occur during the construction process, when the existing slope would be disturbed to construct the northerly wall of the Maritime Training Center. During construction, braced soldier pile shoring or other suitable measures would be required to retain the slope and minimize potential temporary impacts to a less than significant level. Thus, impacts would be less than significant upon implementation of Mitigation Measure GEO-2.

PEDESTRIAN BRIDGE

As an elevated bridge over West Coast Highway, the proposed pedestrian bridge itself would not be subject to landslide hazards. However, the bridge's stability could be affected if its structural supports (footings) were affected by a landslide. The bridge's footings would be situated adjacent to (but outside of) both sides of the West Coast Highway right-of-way. As stated above, the only potential landslide threat in the project area is the bluff along the northern side of the Maritime Training Center site. The proposed project would include design measures to ensure that the slope is adequately retained in order to minimize potential impacts to the pedestrian bridge (refer to Mitigation Measure GEO-2). As such, impacts would be less than significant in this regard.

Mitigation Measures:

MARITIME TRAINING CENTER

GEO-2 Prior to plan approval, the Coast Community College District shall ensure that design and construction recommendations related to the northerly building retaining wall of the Maritime Training Center are denoted on construction plans. These recommendations shall include, but not be limited to the following:

- Prior to demolition of the existing retaining wall along the northern site boundary, braced soldier piles or other suitable systems shall be utilized to stabilize the slope to ensure that slope failure does not occur; and
- Permanent compacted fill slopes shall be no steeper than 2 to 1 (horizontal to vertical) and shall be covered by vegetation to reduce surface erosion.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure GEO-2. No additional mitigation is required.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

Grading and excavation activities associated with construction of the Maritime Training Center would expose soils to potential short-term erosion by wind and water. Since the project impact area would be below one acre, the proposed project would not be subject to the requirements of the Construction General Permit under the National Pollutant Discharge Elimination System (NPDES) program administered by the Santa Ana Regional Water Quality Control Board (RWQCB). However, construction of the Maritime Training Center would be required to comply with erosion control measures included in Chapter 15.10, *Excavation and Grading Code*, of the City's *Municipal Code*. The *Excavation and Grading Code* includes measures to minimize erosion such as vegetation of cut and fill slopes, desilting facilities, and temporary water quality basins, among others. Upon adherence to these requirements, impacts in this regard would be less than significant (refer to Mitigation Measure GEO-3).

Substantial soil erosion or loss of topsoil is not expected to occur during long-term operations. The majority of the Maritime Training Center site would be paved, and any pervious areas would be landscaped (including any area disturbed on the bluff immediately north of the site) to minimize potential impacts in this regard to a less than significant level.

PEDESTRIAN BRIDGE

Grading and excavation required for the pedestrian bridge would affect a relatively small area adjacent to the proposed Maritime Training Center and existing OCC SSS. This earthwork would be necessary to construct the footings and ancillary facilities to support the bridge. As stated above, the proposed project would not be subject to compliance with the Construction General Permit under the NPDES program since the total impact area would be less than one acre. However, upon implementation of Mitigation Measure GEO-3 (compliance with the City's *Excavation and Grading Code*), impacts during long-term operations would be less than significant.

As a bridge overcrossing West Coast Highway, the pedestrian facility would not have the potential to result in long-term operational erosion. Thus, no long-term impacts would occur.

Mitigation Measures:

MARITIME TRAINING CENTER

GEO-3 Prior to grading plan approval, the Coast Community College District shall ensure that the project complies with Chapter 15.10, *Excavation and Grading Code*, of the *City of Newport Beach Municipal Code*. Water quality features intended to reduce construction-related erosion impacts shall be clearly denoted on the grading plans for implementation by the construction contractor.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure GEO-3. No additional mitigation is required.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in an on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

Refer to Responses 4.6(a)(3) and 4.6(a)(4), above. The Maritime Training Center site is not subject to liquefaction hazards. In addition, Mitigation Measures GEO-1 and GEO-2 address potential impacts related to seismic hazards and landslides.

Based on analysis provided within the *RPPS EIR*, the potential for liquefaction-induced lateral spreading is low at the site. Moreover, it is not anticipated that grading and excavation required during construction would be capable of producing subsidence or collapse. Upon implementation of recommended mitigation measures, impacts would be less than significant.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would provide an overcrossing of West Coast Highway between the proposed Maritime Training Center and the existing OCC SSS. Ancillary improvements at both the Maritime Training Center and OCC SSS would be required to provide an elevated connection with the bridge. As stated above within Responses 4.6(a)(3) and 4.6(a)(4), above, impacts related to liquefaction and landslides would be mitigated to a less than significant level. The proposed pedestrian bridge and associated facilities would be designed in accordance with CBC requirements to minimize any impacts related to seismically-induced liquefaction and/or lateral spreading. Moreover, although cast-in-drilled-hole (CIDH) piles would be required for bridge construction that could require excavation over 20 feet in depth, it is not anticipated that this process would result in subsidence or collapse upon implementation of Mitigation Measures GEO-1 and GEO-2. Impacts would be less than significant.

Mitigation Measures:

MARITIME TRAINING CENTER

Refer to Mitigation Measures GEO-1 and GEO-2. No additional mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measures GEO-1 and GEO-2. No additional mitigation is required.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

Based upon the *Preliminary Geotechnical Report*, soils beneath the Maritime Training Center site consist of the following five geologic units: fill, undifferentiated slope wash deposits/alluvium, terrace deposits, Niguel Formation, and Capistrano Formation.[11] One of more of these soil types may exhibit expansive characteristics, creating potential hazards to on-site uses. However, as stated above in Response 4.6(a)(2), the proposed project would be required to meet all design standards provided within the CBC. Upon adherence to Mitigation Measure GEO-1, impacts related to expansive soils would be less than significant.

PEDESTRIAN BRIDGE

The pedestrian bridge site is underlain by fill, undifferentiated slope wash deposits/alluvium, terrace deposits, Niguel Formation, and Capistrano Formation soils.[12] Grading and excavation required for the pedestrian bridge would affect a relatively small area adjacent to the proposed Maritime Training Center and existing OCC SSS. This earthwork would be necessary to construct the footings and ancillary facilities to support the bridge. To ensure that the potential effects of expansive soils would be minimized, adherence to design standards within the CBC (Mitigation Measure GEO-1) would be implemented to reduce impacts to less than significant levels.

[11] Ninyo and Moore, *Structure Preliminary Geotechnical Report, Pedestrian Bridge, Orange Coast College Campus*, June 25, 2010.
[12] Ibid.

Mitigation Measures:

MARITIME TRAINING CENTER

Refer to Mitigation Measure GEO-1. No additional mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure GEO-1. No additional mitigation is required.

e) ***Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?***

No Impact.

MARITIME TRAINING CENTER

No septic tanks or alternative wastewater systems would be constructed as part of the Maritime Training Center, and no impacts would occur in this regard.

PEDESTRIAN BRIDGE

No septic tanks or alternative wastewater systems would be constructed as part of the Maritime Training Center, and no impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

4.7 GREENHOUSE GASES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact.

GLOBAL CLIMATE CHANGE

California is a substantial contributor of global greenhouse gases (GHGs), emitting over 400 million tons of carbon dioxide (CO_2) per year.[13] Climate studies indicate that California is likely to see an increase of three to four degrees Fahrenheit (°F) over the next century. Methane is also an important GHG that potentially contributes to global climate change. GHGs are global in their effect, which is to increase the earth's ability to absorb heat in the atmosphere. As primary GHGs have a long lifetime in the atmosphere, accumulate over time, and are generally well-mixed, their impact on the atmosphere is mostly independent of the point of emission.

The impact of anthropogenic activities on global climate change is apparent in the observational record. Air trapped by ice has been extracted from core samples taken from polar ice sheets to determine the global atmospheric variation of CO_2, methane (CH_4), and nitrous oxide (N_2O) from before the start of industrialization (approximately 1750), to over 650,000 years ago. For that period, it was found that CO_2 concentrations ranged from 180 parts per million (ppm) to 300 ppm. For the period from approximately 1750 to the present, global CO_2 concentrations increased from a pre-industrialization period concentration of 280 ppm to 379 ppm in 2005, with the 2005 value far exceeding the upper end of the pre-industrial period range.

REGULATIONS AND SIGNIFICANCE CRITERIA

The Intergovernmental Panel on Climate Change (IPCC) constructed several emission trajectories of GHGs needed to stabilize global temperatures and climate change impacts. It concluded that a stabilization of GHGs at 400 to 450 ppm carbon dioxide-equivalent concentration is required to keep global mean warming below 2 degrees Celsius (°C), which in turn is assumed to be necessary to avoid dangerous climate change.

California Governor Arnold Schwarzenegger issued Executive Order S-3-05 in June 2005, which established the following GHG emission reduction targets:

[13] California Energy Commission, *Inventory of California Greenhouse Gas Emissions and Sinks: 1990 to 2004,* 2006.

- 2010: Reduce GHG emissions to 2000 levels;
- 2020: Reduce GHG emissions to 1990 levels; and
- 2050: Reduce GHG emissions to 80 percent below 1990 levels.

Assembly Bill (AB) 32 requires that the California Air Resources Board (CARB) determine what the statewide GHG emissions level was in 1990, and approve a statewide GHG emissions limit that is equivalent to that level, to be achieved by 2020. CARB has approved a 2020 emissions limit of 427 million metric tons of CO_2 equivalent.

Due to the nature of global climate change, it is not anticipated that any single development project would have a substantial effect on global climate change. In actuality, GHG emissions from the proposed project would combine with emissions emitted across California, the United States, and the world to cumulatively contribute to global climate change.

In June 2008, the California Governor's Office of Planning and Research (OPR) published a Technical Advisory, which provides informal guidance for public agencies as they address the issue of climate change in *CEQA* documents.[14] This is assessed by determining whether a proposed project is consistent with or obstructs the 39 Recommended Actions identified by CARB in its Climate Change Scoping Plan which includes nine Early Action Measures (qualitative approach). The Attorney General's Mitigation Measures identify areas were GHG emissions reductions can be achieved in order to achieve the goals of AB 32. As set forth in the OPR Technical Advisory and in the proposed amendments to the *CEQA Guidelines* Section 15064.4, this analysis examines whether the project's GHG emissions are significant based on a qualitative and performance based standard (Proposed *CEQA Guidelines* Section 15064.4(a)(1) and (2)).

The SCAQMD does not currently have a quantitative threshold of significance for GHG emissions. In the absence of such a threshold, this analysis utilizes a threshold of 1,100 metric tons of CO_2 equivalent[15] per year ($MTCO_2eq/yr$), which has recently been adopted by the Bay Area Air Quality Management District (BAAQMD) in June 2010. This "gap-based" threshold approach is intended to attribute an approximate share of GHG emission reductions necessary to reach AB 32 goals to new land use development projects that are evaluated pursuant to CEQA. The 1,100 $MTCO_2eq/yr$ threshold would result in approximately 59 percent of all projects being above the significance threshold. A 1,100 $MTCO_2eq/yr$ threshold would achieve the necessary amount of GHG emissions reductions to meet the reduction goals of AB 32 (1990 levels by 2020).

PROJECT-RELATED SOURCES OF GREENHOUSE GASES

MARITIME TRAINING CENTER

Project-related GHG emissions would include emissions from direct and indirect sources. The proposed project would result in direct and indirect emissions of CO_2, N_2O, and CH_4, and would not result in other GHGs that would facilitate a meaningful analysis. Therefore, this analysis focuses on these three forms of GHG emissions.

[14] Governor's Office of Planning and Research, *CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act (CEQA) Review*, 2008.

[15] Carbon dioxide equivalent is a quantity that describes, for a given mixture and amount of GHG, the amount of CO_2 that would have the same global warming potential, when measured over a specified timescale (generally 100 years).

Direct Project-Related Sources of Greenhouse Gases

Direct project-related GHG emissions include emissions from construction activities, area sources, and mobile sources. *Table 4.7-1, Estimated Greenhouse Gas Emissions*, presents the estimated CO_2, N_2O, and CH_4 emissions of the proposed project. GHG emissions from construction are typically annualized over the lifetime of the project (30 years) and added to the operational emissions.[16] As seen in *Table 4.7-1*, the proposed project would result in a total of 361.16 $MTCO_2eq/yr$ from construction activities. GHGs associated with area sources and mobile sources would be 230.13 $MTCO_2eq/yr$ and 174.47 $MTCO_2eq/yr$, respectively. Total project-related direct operational emissions would result in 404.60 $MTCO_2eq/yr$.

Table 4.7-1
Estimated Greenhouse Gas Emissions

Source	CO_2	N_2O		CH_4		Total Metric Tons of CO_2eq/yr[6]
	Metric tons/yr	Metric tons/yr	Metric Tons of CO_2eq/yr[6]	Metric tons/yr	Metric Tons of CO_2eq/yr[6]	
Construction Emissions						
2012	150.08	0.00	0.08	0.02	5.41	155.57
2013	200.72	0.00	0.07	0.02	4.80	205.59
Total Construction Emissions	350.8	0.00	0.15	0.04	10.21	361.16
Total Annualized Construction Emissions (30 years)	11.69	0.00	0.005	0.001	0.34	**12.04**
Operational Emissions						
Direct Emissions						
• Area Source[2]	228.74	0.00	1.30	0.00	0.09	*230.13*
• Mobile Source[2, 3]	171.07	0.01	3.19	0.01	0.21	*174.47*
Total Direct Emissions[7]	***399.81***	***0.01***	***4.49***	***0.01***	***0.30***	***404.60***
Indirect Emissions						
• Electricity Consumption[4]	40.45	0.00	0.11	0.00	0.04	*40.6*
• Water Supply[5]	2.63	0.00	0.01	0.00	0.00	*2.64*
Total Indirect Emissions[7]	***43.08***	***0.00***	***0.12***	***0.00***	***0.04***	***43.24***
Total Project-Related GHG Emissions WITHOUT Reductions	459.88 $MTCO_2eq/yr$					
GHG Threshold of Significance	***1,100 $MTCO_2eq/yr$***					
Total Project-Related Operational Emissions WITH 34% Reductions	303.52 $MTCO_2eq/yr$[7]					

Notes:
1. Emissions calculated using CARB's Construction Equipment Emissions Table and the URBEMIS 2007 computer model.
2. Emissions calculated using URBEMIS 2007 computer model for CO_2 and the SCAQMD's *CEQA Handbook for N_2O and CH_4* (note that SCAQMD has the most comprehensive demand factors available).
3. Emissions calculated using URBEMIS 2007 computer model and EMFAC2007, *Highest (Most Conservative) Emission Factors for On-Road Passenger Vehicles and Delivery Trucks.*
4. Electricity Consumption emissions calculated using the SCAQMD's *CEQA Handbook* (note that SCAQMD has the most comprehensive demand factors available) and updated with factors from the California Energy Commission, *Reference Appendices for the 2008 Building Energy Efficiency Standards for Residential and Nonresidential Buildings*, revised June 2009.
5. Emissions are based on energy usage factors for water conveyance from the California Energy Commission, *Water Energy Use in California*, accessed June 2010. http://www.energy.ca.gov/research/iaw/industry/water.html
6. CO_2 Equivalent values calculated using the U.S. Environmental Protection Agency Website, *Greenhouse Gas Equivalencies Calculator*, http://www.epa.gov/cleanenergy/energy-resources/calculator.html, accessed June 2010.
7. Totals may be slightly off due to rounding.

Refer to Appendix D, *Greenhouse Gas Data*, for detailed model input/output data.

[16] The project lifetime is based on the standard 30 year assumption of the South Coast Air Quality Management District (http://www.aqmd.gov/hb/2008/December/081231a.htm).

Indirect Project-Related Sources of Greenhouse Gases

Electricity Consumption

Energy Consumption emissions were calculated using the South Coast Air Quality Management District's (SCAQMD) *CEQA Air Quality Handbook,*[17] the U.S. Energy Information Administration,[18] and project-specific land use data. The emission factors for electricity use (771.62 pounds of CO_2 per megawatt hour [MWh], 0.00659 pounds of N_2O per MWh, and 0.4037 pounds of CH_4 per MWh) were obtained from the U.S. Energy Information Administration. The proposed project would indirectly result in 40.6 $MTCO_2eq/yr$ due to electricity usage; refer to *Table 4.7-1*.

Water Supply

Water demand for the proposed uses would be approximately 4.5 acre-feet per year, based on typical water consumption rates for institutional uses. Based on energy usage factors for water conveyance from the California Energy Commission, water transport from the State Water Project consumes approximately 1,666 kilowatt hours [kWh] per acre-foot.[19] Emissions from indirect energy impacts due to water supply would result in 2.64 $MTCO_2eq/yr$.

PEDESTRIAN BRIDGE

Construction GHG emissions associated with the pedestrian bridge are accounted for in the emissions presented in *Table 4.7-1*. There would be no operational GHG emissions associated with the pedestrian bridge.

CONSISTENCY WITH THE CALIFORNIA ATTORNEY GENERAL'S MITIGATION MEASURES

MARITIME TRAINING CENTER

The proposed project would incorporate several design features that are consistent with the California Office of the Attorney General's recommended measures to reduce GHG emissions. A list of the Attorney General's recommended measures and the proposed project's compliance with each applicable measure are listed in *Table 4.7-2, Project Consistency with the Attorney General's Recommendations*. The proposed project would incorporate sustainable practices which include water, energy, solid waste, land use, and transportation efficiency measures.

In addition to being compliant with many of the Attorney General's recommended design features, the proposed project is also consistent with the California Environmental Protection Agency Climate Action Team proposed early action measures to mitigate climate change. These early action measures are designed to ensure that projects meet the Governor's climate reduction targets, and are documented in the *Climate Action Team Report to Governor Schwarzenegger at the Legislature*, March 2006. The early action measures are also included in the CARB Scoping Plan and are mandated under AB 32.

[17] SCAQMD's *CEQA Air Quality Handbook, Table A9-11*, November 1993.
[18] U.S. Energy Information Administration, *Domestic Electricity Emissions Factors 1999-2002.*
[19] California Energy Commission, Water Energy Use in California, Accessed June 2010. http://www.energy.ca.gov/research/iaw/industry/water.html

Table 4.7-2
Project Consistency With the Attorney General's Recommendations

Project Design Feature	Project Applicability	Percent Reduction
Energy Efficiency		
Incorporate green building practices and design elements.	**Compliant.** The proposed project would incorporate energy and water efficiency measures, as described below. The proposed project would utilize shade trees and other shading mechanisms such as overhangs to optimize on-site energy performance. The proposed project would also install a copper roof to reduce the heat island effect.	2
Meet recognized green building and energy efficiency benchmarks.	**Compliant.** At the Schematic Design Level of review, the proposed project would receive a Leadership in Energy and Environmental Design (LEED) Silver Certification.	2
Install energy efficient lighting (e.g., light emitting diodes (LEDs)), heating and cooling systems, appliances, equipment, and control systems.	**Compliant.** The proposed project would include energy efficient T5 and light-emitting diode (LED) lighting, as well as light sensors in the project design.	2
Install efficient lighting, (including LEDs) for traffic, street and other outdoor lighting.		
Use passive solar design, e.g., orient buildings and incorporate landscaping to maximize passive solar heating during cool seasons, minimize solar heat gain during hot seasons, and enhance natural ventilation. Design buildings to take advantage of sunlight.	**Compliant.** The Maritime Training Center would be oriented to take advantage of daylight and natural breezes.	1
Reduce unnecessary outdoor lighting.	**Compliant.** Lighting sensors and controls would reduce unnecessary outdoor lighting.	Accounted for above
Provide education on energy efficiency to residents, customers and/or tenants.	**Compliant.** The proposed project would provide education on energy efficiency to facility users.	1
Renewable Energy and Energy Storage		
Install solar, wind, and geothermal power systems and solar hot water heaters.	**Compliant.** The project proposes to include photovoltaic panels.	2
Install solar panels on unused roof and ground space and over carports and parking areas.		
Water Conservation and Efficiency		
Incorporate water-reducing features into building and landscape design.	**Compliant.** The project would plant native, drought resistant species. Berms and swales would be strategically placed on-site to capture rainwater. The proposed project would also use rainwater or graywater for irrigation. Additionally, the proposed project would be subject to the regulations within Chapter 14.17, *Water-Efficient Landscaping*, of the City's Municipal Code.	1
Create water-efficient landscapes.		
Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls and use water-efficient irrigation methods.		
Make effective use of graywater. (Graywater is untreated household waste water from bathtubs, showers, bathroom wash basins, and water from clothes washing machines. Graywater to be used for landscape irrigation.)		
Design buildings to be water-efficient. Install water-efficient fixtures and appliances.	**Compliant.** The proposed project would incorporate water-efficient fixtures and appliances such as sinks and toilets.	1
Provide education about water conservation and available programs and incentives.	**Compliant.** The proposed project would provide education on water conservation and available programs to facility users.	Accounted for above

Table 4.7-2 (continued)
Project Consistency With the Attorney General's Recommendations

Project Design Feature	Project Applicability	Percent Reduction
Solid Waste Measures		
Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard).	**Compliant.** The proposed project proposes to reuse and recycle construction waste.	1
Provide easy and convenient recycling opportunities for residents, the public, and tenant businesses.	**Compliant.** The proposed project would include areas for recycling inside and outside of the Maritime Training Center. Also, the City maintains a 52 percent diversion rate from Orange County landfills. The City has one composting facility, five recycling programs, and six programs specializing in source reduction.	1
Provide education and publicity about reducing waste and available recycling services.	**Compliant.** Education regarding the importance of reducing waste and recycling would be provided to the users of the facility.	Accounted for above
Land Use Measures		
Ensure consistency with "smart growth" principles – mixed-use, infill, and higher density projects that provide alternatives to individual vehicle travel and promote the efficient delivery of services and goods.	**Compliant.** The proposed project is considered to be an infill project, as it is proposed on a previously developed site within a developed portion of the City.	10
Incorporate public transit into the project's design.	**Compliant.** The proposed project is located approximately 0.06 miles to an existing bus stop, providing students and faculty the opportunity to utilize alternative modes of transportation which reduces vehicle miles traveled (VMT).	1
Include pedestrian and bicycle facilities within projects and ensure that existing non-motorized routes are maintained and enhanced.	**Compliant.** The proposed project design includes bicycle racks and sidewalks to encourage non-motorized travel.	4
Promote "least polluting" ways to connect people and goods to their destinations.	**Compliant.** Additionally, the proposed project is adjoined by a Class I bicycle route along West Coast Highway and provides pedestrian connectivity to the surrounding circulation system.	Accounted for above
Require amenities for non-motorized transportation, such as secure and convenient bicycle parking.	**Compliant.** The proposed project includes bicycle racks at the Maritime Training Center.	Accounted for above
Ensure that the project enhances, and does not disrupt or create barriers to, non-motorized transportation.	**Compliant.** The project proposes a pedestrian bridge over West Coast Highway, which would connect the proposed Maritime Training Center to the existing OCC facility. The bridge would also provide safe access to bus routes located along the east and west sides of West Coast Highway.	5
	Total Reduction	**34**

PEDESTRIAN BRIDGE

Since the proposed pedestrian bridge would support activities at the Maritime Training Center, its consistency with GHG recommendations is included within the analysis above. Impacts would be less than significant in this regard.

CONSISTENCY WITH THE CARB SCOPING PLAN

MARITIME TRAINING CENTER

A complete list of CARB Scoping Plan Measures/Recommended Actions needed to obtain AB 32 goals, as well as the Governor's Executive Order, are referenced in *Table 4.7-3, Recommended Actions for Climate Change Proposed Scoping Plan*. Of the 39 measures identified, those that would be considered to be applicable to the proposed project would primarily be those actions related to electricity and natural gas use and water conservation. Consistency of the proposed project with these measures is evaluated by each source-type measure below. *Table 4.7-3* identifies which CARB Recommended Actions applies to the proposed project, and of those, whether the proposed project is consistent therewith.

AB 32 requires California to reduce its GHG emissions by approximately 28 to 33 percent below business as usual. CARB identified reduction measures to achieve this goal as set forth in the CARB Scoping Plan. The proposed project would facilitate development that would directly generate GHG emissions. Potential indirect GHG emissions could also be generated by incremental electricity consumption and waste generation. A detailed discussion of each applicable measure and if the proposed project conflicts with its implementation is provided below.

Table 4.7-3
Recommended Actions for Climate Change Proposed Scoping Plan

ID #	Sector	Strategy Name	Applicable to Project?	Will Project Conflict With Implementation?
T-1	Transportation	Pavley I and II – Light-Duty Vehicle GHG Standards	No	No
T-2	Transportation	Low Carbon Fuel Standard (Discrete Early Action)	No	No
T-3	Transportation	Regional Transportation-Related GHG Targets	**Yes**	No
T-4	Transportation	Vehicle Efficiency Measures	No	No
T-5	Transportation	Ship Electrification at Ports (Discrete Early Action)	No	No
T-6	Transportation	Goods-movement Efficiency Measures	**Yes**	No
T-7	Transportation	Heavy Duty Vehicle Greenhouse Gas Emission Reduction Measure – Aerodynamic Efficiency (Discrete Early Action)	No	No
T-8	Transportation	Medium and Heavy-Duty Vehicle Hybridization	No	No
T-9	Transportation	High Speed Rail	No	No
E-1	Electricity and Natural Gas	Increased Utility Energy efficiency programs More stringent Building and Appliance Standards	**Yes**	No
E-2	Electricity and Natural Gas	Increase Combined Heat and Power Use by 30,000GWh	No	No
E-3	Electricity and Natural Gas	Renewable Portfolio Standard	No	No
E-4	Electricity and Natural Gas	Million Solar Roofs	No	No
CR-1	Electricity and Natural Gas	Energy Efficiency	**Yes**	No
CR-2	Electricity and Natural Gas	Solar Water Heating	No	No
GB-1	Green Buildings	Green Buildings	**Yes**	No
W-1	Water	Water Use Efficiency	**Yes**	No
W-2	Water	Water Recycling	No	No
W-3	Water	Water System Energy Efficiency	No	No
W-4	Water	Reuse Urban Runoff	No	No

Table 4.7-3 (continued)
Recommended Actions for Climate Change Proposed Scoping Plan

ID #	Sector	Strategy Name	Applicable to Project?	Will Project Conflict With Implementation?
W-5	Water	Increase Renewable Energy Production	No	No
W-6	Water	Public Goods Charge (Water)	No	No
I-1	Industry	Energy Efficiency and Co-benefits Audits for Large Industrial Sources	No	No
I-2	Industry	Oil and Gas Extraction GHG Emission Reduction	No	No
I-3	Industry	GHG Leak Reduction from Oil and Gas Transmission	No	No
I-4	Industry	Refinery Flare Recovery Process Improvements	No	No
I-5	Industry	Removal of Methane Exemption from Existing Refinery Regulations	No	No
RW-1	Recycling and Waste Management	Landfill Methane Control (Discrete Early Action)	No	No
RW-2	Recycling and Waste Management	Additional Reductions in Landfill Methane – Capture Improvements	No	No
RW-3	Recycling and Waste Management	High Recycling/Zero Waste	Yes	No
F-1	Forestry	Sustainable Forest Target	No	No
H-1	High Global Warming Potential Gases	Motor Vehicle Air Conditioning Systems (Discrete Early Action)	No	No
H-2	High Global Warming Potential Gases	SF_6 Limits in Non-Utility and Non-Semiconductor Applications (Discrete Early Action)	No	No
H-3	High Global Warming Potential Gases	Reduction in Perflourocarbons in Semiconductor Manufacturing (Discrete Early Action)	No	No
H-4	High Global Warming Potential Gases	Limit High GWP Use in Consumer Products (Discrete Early Action, Adopted June 2008)	No	No
H-5	High Global Warming Potential Gases	High GWP Reductions from Mobile Sources	No	No
H-6	High Global Warming Potential Gases	High GWP Reductions from Stationary Sources	No	No
H-7	High Global Warming Potential Gases	Mitigation Fee on High GWP Gases	No	No
A-1	Agriculture	Methane Capture at Large Dairies	No	No

Source: California Air Resources Board, *Assembly Bill 32 Scoping Plan*, 2008.

Transportation

Action T-3 is based on the requirements of SB 375 which establishes mechanisms for the development of regional targets for reducing passenger vehicle GHG emissions. Through the SB 375 process, regions will work to integrate development patterns and the transportation network in a way that achieves the reduction of GHG emission while meeting housing needs and other regional planning objectives. SB 375 requires CARB to develop, in consultation with SCAG, passenger vehicle GHG emissions reduction targets for 2020 and 2035 by September 30, 2010. As the City is within the SCAG area, future development within the project area would be consistent with Action T-3.

Action T-6 refers to the improvement of efficiency in goods movement activities. T-6 mainly addresses ports, but also includes a discussion on trucks and related facilities. The proposed project is located approximately 0.06 miles to an existing bus stop, providing students and faculty the opportunity to utilize alternative modes of transportation which reduces VMTs. Additionally, the proposed project is

adjoined by a Class I bicycle route along West Coast Highway and provides pedestrian connectivity to the surrounding circulation system. Bicycle racks are also proposed at the Maritime Training Center. These features would ensure efficient movement of goods and helps reduce vehicular trips associated with the proposed project. Therefore, the proposed project would be consistent with Recommended Action T-6.

Electricity and Natural Gas

Action E-1 aims to reduce electricity demand by increased efficiency of Utility Energy Programs and adoption of more stringent building and appliance standards. The proposed project would incorporate shade trees, as well as energy efficient heating and cooling systems, appliances, equipment, and control systems. A copper roof to reduce the heat island effect would also be installed. As a result, it is anticipated that future development within the project area would incorporate energy efficient features into future projects. Therefore, the proposed project would help implement and would not conflict with Action E-1.

Recommended Action CR-1 refers to energy efficiency. Key energy efficiency strategies would include codes and standards, existing buildings, improved utility programs, solar water heating, and combined heat and power, among others. The Maritime Training Center would be oriented to take advantage of passive solar design and natural breezes. Also, the proposed project proposes to utilize LED and T5 lighting, and would incorporate lighting sensors and controls. Therefore, the proposed project would not obstruct implementation of Action CR-1.

Green Buildings

Recommended Action GB-1 expands the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings. The proposed project would be required to comply with the requirements of Title 24 of the *California Administrative Code*. The proposed project also incorporates energy efficiency design features, such as shade trees and other shading mechanisms such as overhangs to optimize energy performance. The proposed project would also utilize a copper roof to reduce the heat island effect, and photovoltaic panels are also proposed. Also, at the Schematic Design Level of review, the proposed project would receive a LEED Silver Certification. Therefore, the proposed project would not obstruct implementation of Action GB-1.

Water Use

Recommended Action W-1 pertains to implementation water use efficiency measures. The project proposes to incorporate water-efficient buildings and landscapes into the project design. Buildings would include water-efficient fixtures and appliances. The proposed project would plant native, drought resistant species throughout the project site to reduce water consumption, and would strategically place berms and swales to capture rainwater. Additionally, the proposed project proposes to use rainwater or graywater for irrigation. On-site watering methods would be restricted and runoff would be controlled. The proposed project would also be subject to the regulations within Chapter 14.17, *Water-Efficient Landscaping*, and Chapter 14.16, *Water Conservation and Supply Level Regulations*, of the City's Municipal Code. The proposed project is consistent with and would not obstruct this Recommended Action.

Recycling and Waste Management

RW-3 relates to high recycling/zero waste and would apply to the proposed project. The project proposes to reuse and recycle construction and demolition waste. Additionally, the proposed project would provide interior and exterior storage areas for recyclables in public areas. Further, the City maintains a 52 percent diversion rate from Orange County landfills. The City has one composting

facility, five recycling programs, and six programs specializing in source reduction. Additionally, the *General Plan* states that the City recycles over 25 percent of its residential waste stream, as well as 100 percent of the concrete, asphalt, and green and brown wastes generated by City operations. The proposed project would comply with Recommended Action RW-3.

PEDESTRIAN BRIDGE

Since the proposed pedestrian bridge would support activities at the Maritime Training Center, its consistency with the CARB Scoping Plan is included within the analysis above. Impacts would be less than significant in this regard.

CONCLUSION

MARITIME TRAINING CENTER

The proposed project would result in the construction of the Maritime Training Center and a pedestrian bridge. As shown in *Table 4.7-1*, the proposed project would result 459.88 $MTCO_2eq/yr$ of operational-related emissions without reductions from project design features. To quantify GHG emissions reductions resulting from project operations, CAPCOA has identified the percent reduction associated with such GHG mitigation measures (found in Appendix B of CAPCOA's *CEQA and Climate Change White Paper*). Based on the reduction measures in *Table 4.7-2*, the proposed project would reduce its GHG emissions 34 percent below the "business as usual" scenario. Therefore, the proposed project's operational GHG emissions would be reduced to 390.52 $MTCO_2eq/yr$. AB 32 requires the reduction of GHG emissions to 1990 levels, which would require a minimum 28.5 percent reduction in "business as usual" GHG emissions for the entire State. Therefore, the proposed project would result in GHG emissions within the 1,100 $MTCO_2eq/yr$ threshold, and would also be consistent with the reduction goals of AB 32.

In general, with implementation of project design reduction features, implementation of the proposed project would result in a 34 percent reduction in GHG emissions, and would have a less than significant impact with regards to GHG emissions. The CARB Scoping Plan analysis above demonstrates "that projected ... emissions will be equal to or less than 1990 emissions."[20] As stated above, reducing GHG emissions to 1990 levels would require a 28.5 percent reduction in "business as usual" GHG emissions for the entire State. As the proposed project would reduce its GHG emissions by 34 percent, it would be consistent with the goals established in AB 32. Therefore, a less than significant impact would occur.

PEDESTRIAN BRIDGE

Refer to the discussion above.

Mitigation Measures: No mitigation is required.

[20] California Air Pollution Control Officers Association, *CEQA and Climate Change*, January 2008.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less Than Significant Impact.

MARITIME TRAINING CENTER

No other applicable plans, policies, or regulations adopted for the purpose of reducing GHG emissions apply to the project area. Therefore, the proposed project would not conflict with an adopted plan, policy, or regulation pertaining to GHGs. Also, the proposed project would result not in substantial construction-related or operational GHG emissions. The proposed project would not hinder the State's GHG reduction goals established by Assembly Bill 32. Thus, a less than significant impact would occur in this regard.

PEDESTRIAN BRIDGE

Refer to the discussion above.

Mitigation Measures: No mitigation is required.

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4.8 HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		✓		
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?		✓		
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				✓
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				✓
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?		✓		
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			✓	

RBF Consulting prepared a *Phase I Environmental Site Assessment* (*Phase I ESA*) dated July 6, 2010. The intent of the *Phase I ESA* is to identify the potential existence of hazardous materials/wastes within the boundaries of the project site. The *Phase I ESA* was prepared using methods consistent with the American Society for Testing and Materials (ASTM) E 1527-05 Standard Practice for Environmental Site Assessments. The ASTM E 1527-05 Standard Practice outlines a procedure for completing Phase I ESAs that includes a search for recorded environmental cleanup liens; review of Federal, tribal, State, and local government records; visual inspection of the property and of adjoining properties; and interviews with current owners, operators, and occupants. The *Phase I ESA* can be found in Appendix E, Phase I ESA.

a) ***Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?***

Less Than Significant Impact.

MARITIME TRAINING CENTER

The project proposes the construction of the Maritime Training Center, and would not involve the routine transport, use, or disposal of substantial quantities of hazardous materials. With the exception

of utilizing gasoline and diesel fuels for construction equipment, no other hazardous materials would be transported to or from the project site, or used in the construction process. Fuels and solvents for construction would be stored and utilized pursuant to Best Management Practices. Also, long-term operations of the proposed Maritime Training Center would not involve the use of hazardous materials. Therefore, impacts would be less than significant in this regard.

PEDESTRIAN BRIDGE

The pedestrian bridge would provide a connection over West Coast Highway. With the exception of utilizing gasoline and diesel fuels for construction equipment, no other hazardous materials would be transported to or from the project site, or used in the construction process. Fuels and solvents for construction would be stored and utilized pursuant to Best Management Practices. Also, long-term operations of the pedestrian bridge would not involve the use of hazardous materials. Therefore, impacts would be less than significant in this regard.

Mitigation Measures: No mitigation is required.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

Short-Term Impacts

During the short-term period of project construction, there is a possibility of accidental release of hazardous substances such as petroleum-based fuels or hydraulic fluid used for construction equipment. The level of risk associated with the accidental release of hazardous substances is not considered significant due to the small volume and low concentration of hazardous materials utilized during construction. The construction contractor would be required to use standard construction controls and safety procedures that would avoid and minimize the potential for accidental release of such substances into the environment. Standard construction practices would be observed such that any materials released are appropriately contained and remediated as required by local, State, and Federal law.

The project site previously consisted of three structures, and currently consists of one structure. The OCSD demolished two of the structures and is currently using the remaining structure as a construction management office during construction of a pump station to the west of the project site. The remaining structure would be demolished as part of the ongoing work with the OCSD. No structures would be present on-site prior to on-site construction. The *Phase I ESA* did not identify any potential hazardous materials anticipated at the project site that would result in a significant impact to public safety during construction.

Asbestos Containing Materials/Lead-Based Paints

One structure currently exists at the project site; therefore, asbestos containing materials (ACMs) are likely to be associated with this structure. Also, the on-site structure appears to be painted. Therefore, on-site lead-based paints (LBPs) may be present as well. However, this structure would be demolished prior to construction of the proposed project as part of the OCSD's RPPS project. Any necessary remediation for ACMs or LBPs associated with the structure would be handled by OCSD prior to

development of the project site. Therefore, impacts related to ACMs and LBPs would be less than significant.

Gas Seepage

The City's *General Plan EIR* states that methane gas occurs in the shallow subsurface of some areas of the City. Therefore, the City has established a Methane Overlay Zone for areas susceptible to elevated levels of subsurface methane gas concentrations. The Maritime Training Center is proposed on the OCSD RPPS site. Although the project site is not located in the Methane Overlay Zone, the *RPPS EIR* identified potential impacts from gas seepage at the project site. Surveys conducted at the project site indicated the potential presence of elevated methane and hydrogen sulfide (subsurface gases) beneath the project site. Elevated methane concentrations pose an explosive hazard during construction, and hydrogen sulfide concentrations pose a toxic threat to construction workers. Chapter 15.55.040, *Methane Gas Mitigation District - Requirements*, of the *Municipal Code*, establishes requirements for development proposed within the Methane Overlay Zone. Although the project is not within the Methane Overlay Zone, potential hazards from gas seepage exist at the project site. Therefore, during construction, the contractor would ensure that methane and hydrogen sulfide levels are monitored throughout the project area to ensure safety at the project site (Mitigation Measure HAZ-1). With implementation of Mitigation Measure HAZ-1, impacts from gas seepage during construction would be less than significant.

Off-Site Uses

According to the *Phase I ESA*, public records identified 11 listed regulatory sites within one mile of the project site. The potential for contaminated groundwater to underlie the project site, as a result of these off-site regulatory properties, is considered to be low due to the groundwater flow direction from the project site, distance from project site, and/or the status of the identified sites.

The *Phase I ESA* does not identify any conditions at the project site suggesting that construction activities would result in the accidental release of existing hazardous materials as a result of off-site properties. Therefore, impacts in this regard would be less than significant.

Long-Term Operational Impacts

Additionally, long-term operations at the project site would consist of an institutional use. Once constructed, the proposed project would not result in the transport, use, or disposal of hazardous materials. Thus, no impact would occur with regard to the potential for upset or accidental conditions involving hazardous materials.

The potential for long-term impacts from gas seepage exists as a result of the elevated subsurface methane and hydrogen sulfide concentrations at the project site. As stated above, the *RPPS EIR* identified potential explosive hazards from elevated methane levels and toxic threats from elevated hydrogen sulfide levels during operations of the project. Therefore, in order to reduce long-term impacts, the contractor would be required to submit plans to the City to test building site soils for the presence of gases. If testing reveals methane gas in excess of 1.25 percent by volume at ambient pressure and temperature (lower explosive limit), a mitigation plan would be submitted for approval by the City. The mitigation plan would include measures such as flared vent systems, underground collection systems, or other proven systems, devices, or techniques, and would reduce the level of methane gas in the building to less than 25 percent of the lower explosive limit. Also, an isolation barrier, secured with a gas-tight seal, would be installed beneath the Maritime Training Center foundation and floors at ground level (Mitigation Measure HAZ-2). With implementation of Mitigation Measure HAZ-2, the potential long-term impacts from gas seepage would be less than significant.

PEDESTRIAN BRIDGE

Refer to the short-term construction-related discussion above, and Mitigation Measure HAZ-1. Operations of the pedestrian bridge would not result in long-term gas impacts, as the bridge would be elevated between 19 and 20 feet above the ground. A less than significant impact would occur in this regard.

Mitigation Measures:

MARITIME TRAINING CENTER

HAZ-1 During construction, the construction contractor shall ensure that methane and hydrogen sulfide levels are monitored with an appropriate device throughout the project area to ensure that methane and hydrogen sulfide levels do not increase or create odors, or expose workers to risk of explosion or health effects.

HAZ-2 Prior to the issuance of grading permits, the Coast Community College District shall submit a plan, prepared by a licensed consulting geologist or other qualified consultant, to test building site soils for the presence of methane gas, or commit to test in conformance with any standard plans and specifications adopted by the City Fire Chief and/or Building Department Director (consistent with the *City of Newport Beach Municipal Code*).

Soils shall be tested in accordance with the approved plan. In the event testing reveals methane gas in excess of 1.25 percent by volume at ambient pressure and temperature (lower explosive limit), a mitigation plan (prepared by a licensed geologist or other qualified consultant) shall be submitted for approval by the City Fire Chief and/or Building Department Director. Mitigation shall be accomplished by flared vent systems, underground collection systems, or other proven systems, devices, or techniques. Mitigation shall be designed to reduce the level of methane gas in the Maritime Training Center to less than 25 percent of the lower explosive limit. In the event the measures specified in the mitigation plan do not reduce the level of methane gas below 25 percent of the lower explosive limit, the mitigation plan shall be modified to include additional measures, and those measures shall be implemented within 30 days after approval of the amended plan.

An isolation barrier shall be installed, consisting of a continuous, flexible, permanent, and nongas permeable barrier beneath the Maritime Training Center foundation and floors at ground level. Barrier penetrations shall be secured with a gas-tight seal.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure HAZ-1. No additional mitigation is required.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

The project site is located 0.12 miles west of Ensign Intermediate School (2000 Cliff Drive) and adjoins the existing OCC SSS facility. The proposed project involves an institutional use (Maritime Training Center) and pedestrian bridge structure and does not involve hazardous emissions or acutely

hazardous materials that would pose a potential health hazard. The only emissions that would occur are those resulting from the use of heavy equipment required for construction. However, these emissions would consist primarily of particulates and criteria air pollutants that do not pose a significant health risk (refer to Section 4.3, Air Quality). No toxic or hazardous materials would be utilized within one-quarter mile of a school. However, as stated in Response 4.8(b), the potential for gas seepage at the project site exists. Therefore, with implementation of Mitigation Measures HAZ-1 and HAZ-2, operational impacts from potential gas seepage would be reduced to less than significant levels.

PEDESTRIAN BRIDGE

Refer to the discussion above. Also, due to the nature of the proposed bridge structure, no impacts would result with regard to potential gas seepage.

Mitigation Measures:

MARITIME TRAINING CENTER

Refer to Mitigation Measures HAZ-1 and HAZ-2. No additional mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure HAZ-1. No additional mitigation is required.

d) ***Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?***

No Impact.

MARITIME TRAINING CENTER

The *Phase I ESA* did not identify any on-site regulatory properties. No known corrective action, restoration, or remediation has been planned, is currently taking place, or has been completed on the project site. The project site has not been under investigation for violation of any environmental laws, regulations, or standards, as identified in the *Phase I ESA*. Therefore, the project site is not included on a list of hazardous materials sites compiled pursuant to *Government Code* Section 65962.5. No impacts would occur in this regard.

PEDESTRIAN BRIDGE

Refer to the discussion above.

Mitigation Measures: No mitigation is required.

e) ***For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?***

No Impact.

MARITIME TRAINING CENTER

The nearest airport to the project site is the John Wayne Airport, located approximately four miles to the northeast. Due to distance, it is anticipated that implementation of the proposed project would not

expose people residing or working in the project area to safety hazards associated with the operation of a public airport. Also, there are no private air strips within the City. Therefore, no impact would occur.

PEDESTRIAN BRIDGE

Refer to the discussion above.

Mitigation Measures: No mitigation is required.

f) ***For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?***

No Impact. Refer to Response 4.8(e).

Mitigation Measures: No mitigation is required.

g) ***Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?***

Less Than Significant Impact.

MARITIME TRAINING CENTER

The City's *Emergency Management Plan* (*EMP*), dated July 2004, identifies the City's emergency planning, organization, and response policies and procedures. The *EMP* provides guidance for the City's response to extraordinary emergency situations associated with natural disasters, technological incidents, and nuclear defense operations in both ware and peacetime. The construction of the Maritime Training Center would not require the closure of any roadways that would be utilized for emergency purposes. The proposed project would be in full compliance with the City's *Municipal Code* in regards to emergency access and evacuation. Therefore, impacts associated with emergency response and evacuation would be less than significant.

PEDESTRIAN BRIDGE

During the short-term construction process for the pedestrian bridge, temporary lane closures along both sides of West Coast Highway would be required in order to construct the bridge footings and/or install the bridge truss. The construction process could result in impacts related to emergency response and/or evacuation. However, Mitigation Measure HAZ-3 would require that the CCCD prepare a Traffic Management Plan (TMP) to minimize potential traffic impacts related to bridge construction. The TMP would require that adequate emergency routes within the project area are provided at all times, that adequate lane closure signage is provided, and that heavy equipment access to the site is properly controlled. In addition, any impacts associated with the construction process would be short-term in nature and would cease upon completion of the project. Thus, potential impacts related to emergency operations would be less than significant upon implementation of Mitigation Measure HAZ-3. Refer to Section 4.16, Transportation/Traffic, for a detailed discussion of short-term construction impacts.

During long-term operations, the bottom of the proposed pedestrian bridge would vary between 19 and 20 feet high over the roadway surface. This height would allow for emergency response vehicles to pass under the bridge, as the maximum height of a fire truck is 13 feet, six inches. Therefore, the pedestrian bridge would not long-term impacts related to evacuation routes or emergency access in the area. Impacts in this regard would be less than significant.

Mitigation Measures:

MARITIME TRAINING CENTER

No mitigation is required.

PEDESTRIAN BRIDGE

HAZ-3 Prior to construction, the Coast Community College District shall prepare a Traffic Management Plan (TMP) to address traffic and safety concerns resulting from any lane closure(s) along West Coast Highway. At a minimum, the TMP shall include measures to accomplish the following:

- In compliance with Chapter 12.32.010 of the City's *Municipal Code*, haul trucks and other construction equipment weighing over three tons shall only utilize designated truck routes except when necessary to traverse another street to a destination for the purpose of loading or unloading, but then only by such deviation from the nearest truck route as is reasonably necessary;
- Clearly denote lane closures, traffic rerouting, and signage to alert travelers of such closures;
- Ensure vehicular and emergency access to the project area is maintained during construction; and
- Construction equipment traffic shall be controlled by a flagperson.

The TMP shall be subject to review and approval by the California Department of Transportation and the City of Newport Beach.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Less Than Significant Impact.

MARITIME TRAINING CENTER

According to Figure S4, Wildfire Hazards, of the *General Plan*, the project site is located in a designated fire susceptibility area of "low/none". The project proposes an institutional use with minimal ornamental landscaping which would not increase the fire susceptibility of the area. The proposed project would not expose people or structures to wildland fires. Thus, impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

The proposed location of the pedestrian bridge is also located in a fire susceptibility area of "low/none". The bridge does not involve any ornamental landscaping and would not increase the fire susceptibility of the area or expose people or structures to wildland fires. Thus, no impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

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4.9 HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements?		✓		
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?		✓		
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			✓	
e. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?		✓		
f. Otherwise substantially degrade water quality?			✓	
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				✓
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				✓
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			✓	
j. Inundation by seiche, tsunami, or mudflow?		✓		

a) ***Violate any water quality standards or waste discharge requirements?***

Less Than Significant Impact With Mitigation Incorporated.

Maritime Training Center

As stated within Response 4.6(b), the primary water quality concern related to the Maritime Training Center would be potential erosion impacts during construction activities. Grading and excavation activities associated with construction of the Maritime Training Center would expose soils to potential short-term erosion by wind and water. Since the project impact area would be below one acre, the proposed project would not be subject to the requirements of the Construction General Permit under the NPDES program administered by the Santa Ana RWQCB. However, construction of the Maritime Training Center would be required to comply with water quality control measures included in Chapter 15.10, *Excavation and Grading Code*, of the City's *Municipal Code* (refer to Mitigation Measure GEO-3). The *Excavation and Grading Code* includes measures to minimize water quality impacts such as

vegetation of cut and fill slopes, desilting facilities, and temporary water quality basins, among others. Upon adherence to these requirements, impacts in this regard would be less than significant.

The Maritime Training Center is not anticipated to violate any water quality standards or waste discharge requirements during long-term operations. The majority of the Maritime Training Center site would be paved, and any pervious areas would be landscaped (including any area disturbed on the bluff immediately north of the site) to minimize potential impacts related to soil erosion. In addition, the Mitigation Measure HYD-1 would ensure that a Water Quality Management Plan (WQMP) would be prepared for the proposed project prior to the issuance of grading permits. The WQMP would identify applicable structural and/or non-structural Best Management Practices (BMPs) that would ensure that water quality impacts are reduced to a less than significant level.

Pedestrian Bridge

Grading and excavation required for the pedestrian bridge would affect a relatively small area adjacent to the proposed Maritime Training Center and existing OCC SSS. This earthwork would be necessary to construct the footings and ancillary facilities to support the bridge. As stated above, the proposed project would not be subject to compliance with the Construction General Permit under the NPDES program since the total impact area would be less than one acre. However, upon implementation of Mitigation Measure GEO-3 (compliance with the City's *Excavation and Grading Code*), impacts during long-term operations would be less than significant.

As a bridge overcrossing West Coast Highway, the pedestrian facility would not have the potential to result in long-term operational water quality impacts. Thus, no long-term impacts would occur.

Mitigation Measures:

MARITIME TRAINING CENTER

In addition to Mitigation Measure GEO-3, the following mitigation shall apply:

HYD-1 Prior to issuance of a grading permit, the Coast Community College District shall prepare a Water Quality Management Plan for the proposed project that shall identify structural and/or non-structural Best Management Practices for minimizing water quality impacts. The Water Quality Management Plan shall identify entities responsible for the funding and long-term maintenance/inspection of all Best Management Practices. The Water Quality Management Plan shall be subject to approval by the City of Newport Beach.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure GEO-3. No additional mitigation is required.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Less Than Significant Impact.

MARITIME TRAINING CENTER

The proposed Maritime Training Center would not result in any groundwater extraction or the depletion of groundwater supplies. Although the majority of the site would be paved with impermeable surfaces,

the site is only 0.53 acres in size, and implementation of the proposed project would not result in a substantial interference in groundwater recharge. The Maritime Training Center would not result in a net deficit in aquifer volume or lowering of the groundwater table. Impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would provide an overcrossing of West Coast Highway between the proposed Maritime Training Center and the existing OCC SSS. The construction impact areas along both sides of West Coast Highway for the bridge are either already developed and paved or would be paved as part of construction of the Maritime Training Center. Thus, the construction of bridge footings and ancillary facilities on both sides of the West Coast Highway ROW would not result in any increase in impervious areas. In addition, the pedestrian bridge would not require any groundwater extraction or the depletion of groundwater supplies. Thus, no impacts related to the bridge would not occur.

Mitigation Measures: No mitigation is required.

c) ***Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?***

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

The proposed Maritime Training Center site is generally flat and has been disturbed and graded by previous development. The site is currently being utilized as a construction staging area for the OCSD's RPPS project. As stated in Responses 4.6(b) and 4.9(a), construction-related erosion and siltation impacts would be less than significant upon implementation of Mitigation Measure GEO-3.

During long-term operations, drainage from the site would travel in a southerly direction and enter existing drainage infrastructure along West Coast Highway. The proposed Maritime Training Center would not substantially alter the topography or drainage pattern of the site or area, nor would it alter the course of a stream or river. In addition, Mitigation Measure HYD-1 would require preparation of a WQMP that would include BMPs to ensure that potential water quality impacts are reduced to a less than significant level.

PEDESTRIAN BRIDGE

As stated in Responses 4.6(b) and 4.9(a), construction-related erosion and siltation impacts related to the pedestrian bridge would be less than significant upon implementation of Mitigation Measure GEO-3. In addition, as a bridge overcrossing West Coast Highway, the pedestrian facility would not have the potential to result in long-term erosion or siltation. Thus, no long-term impacts would occur.

Mitigation Measures:

MARITIME TRAINING CENTER

Refer to Mitigation Measures GEO-3 and HYD-1. No additional mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure GEO-3. No additional mitigation is required.

d) ***Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?***

Less Than Significant Impact.

MARITIME TRAINING CENTER

The Maritime Training Center site is generally flat and has been graded as part of previous development. The proposed Maritime Training Center would not substantially alter the existing drainage pattern of the site, and would not alter the course of a stream or river. The proposed project would result in a slight increase in impervious area due to on-site paving but would not result in any flooding on- or off-site. Impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

The impact area related to the footings for the pedestrian bridge are graded and flat. Bridge construction would not substantially alter the drainage pattern of the site or area, and would not alter the course of a stream or river. The bridge would not have the potential to result in flooding on- or off-site, and no impacts in this regard would occur.

Mitigation Measures: No mitigation is required.

e) ***Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?***

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

Refer to Responses 4.6(b) and 4.9(a) for a discussion regarding construction-related water quality impacts.

As stated in Response 4.9(a), the project would not result in significant impacts to water quality during long-term operations. Mitigation Measure HYD-1 would ensure that a WQMP would be prepared for the proposed project prior to the issuance of grading permits. The WQMP would identify applicable structural and/or non-structural BMPs that would ensure that water quality impacts are reduced to a less than significant level.

PEDESTRIAN BRIDGE

Refer to Responses 4.6(b) and 4.9(a) for a discussion regarding construction-related water quality impacts. As a pedestrian overcrossing of West Coast Highway, the proposed pedestrian bridge would not result in long-term operational runoff impacts. The bridge would not exceed stormwater drainage capacity or result in polluted runoff. Impacts in this regard would be less than significant.

Mitigation Measures:

MARITIME TRAINING CENTER

Refer to Mitigation Measures GEO-3 and HYD-1. No additional mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure GEO-3. No additional mitigation is required.

f) ***Otherwise substantially degrade water quality?***

Less Than Significant Impact.

MARITIME TRAINING CENTER

The proposed Maritime Training Center is not anticipated to result in water quality impacts other than the potential short-term construction and long-term operational impacts identified above in Responses 4.9(a), 4.9(c), and 4.9(e). Impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge is not anticipated to result in water quality impacts other than the potential short-term construction and long-term operational impacts identified above in Responses 4.9(a), 4.9(c), and 4.9(e). Impacts in this regard would be less than significant.

Mitigation Measures: No mitigation is required.

g) ***Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?***

No Impact.

MARITIME TRAINING CENTER

According to the Federal Emergency Management Agency (FEMA), the project site is situated within Zone X, which is outside of the 100-year flood hazard area.[21] In addition, no housing would be constructed as part of the proposed project. No impact would occur in this regard.

PEDESTRIAN BRIDGE

According to the FEMA, the project site is not located within a 100-year flood hazard area.[22] In addition, no housing would be constructed as part of the proposed project. No impact would occur in this regard.

Mitigation Measures: No mitigation is required.

[21] Federal Emergency Management Agency, Flood Insurance Rate Map #06059C0381J, Panel 381 of 539, revised December 3, 2009.
[22] Ibid.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

No Impact.

MARITIME TRAINING CENTER

As stated above in Response 4.9(g), the Maritime Training Center site is not located within a 100-year flood hazard area.[23] The proposed project would not impede or redirect flood flows, and no impact would occur.

PEDESTRIAN BRIDGE

As stated above in Response 4.9(g), the proposed pedestrian bridge site is not located within a 100-year flood hazard area.[24] The proposed project would not impede or redirect flood flows, and no impact would occur.

Mitigation Measures: No mitigation is required.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

Less Than Significant Impact.

Maritime Training Center

Several dams are located within and in the vicinity of the City. Portions of the City are downstream from Prado Dam, Santiago Creek Reservoir, Villa Park Reservoir, San Joaquin Reservoir, Big Canyon Reservoir, and Harbor View Reservoir. Dam failure inundation zones within the City are generally similar to 100-year flood hazard zones. That is, areas that would be inundated in the event of dam failure are those that are near the Santa Ana River, San Diego Creek, and Newport Bay. Although the Maritime Training Center site is located adjacent to Newport Bay, it is not located within a 100 year flood hazard zone (refer to Responses 4.9[g] and 4.9[h]). Moreover, construction of the proposed Maritime Training Center would not increase the risk of dam failure. Because the holding-capacity of dams is greater than that of other structures, failure of other flood control and water storage structures, such as levees and water tanks, would not result in inundation impacts greater than those resulting from dam failure.[25] As such, impacts in this regard would be less than significant.

Pedestrian Bridge

As stated above, several dams are located within and in the vicinity of the City. Dam failure inundation zones within the City are generally similar to 100-year flood hazard zones. That is, areas that would be inundated in the event of dam failure are those that are near the Santa Ana River, San Diego Creek, and Newport Bay. Although the pedestrian bridge site is located adjacent to Newport Bay, it is not located within a 100 year flood hazard zone (refer to Responses 4.9[g] and 4.9[h]). Moreover, construction of the proposed Maritime Training Center would not increase the risk of dam failure. Because the holding-capacity of dams is greater than that of other structures, failure of other flood control and water storage structures, such as levees and water tanks, would not result in inundation

[23] Ibid.
[24] Ibid.
[25] EIP Associates, *City of Newport Beach General Plan Final EIR*, July 2006.

impacts greater than those resulting from dam failure.[26] As such, impacts in this regard would be less than significant.

Mitigation Measures: No mitigation is required.

j) Inundation by seiche, tsunami, or mudflow?

Less Than Significant Impact With Mitigation Incorporated.

Maritime Training Center

A seiche is an oscillation of a body of water in an enclosed or semi-enclosed basin, such as a reservoir, harbor, lake, or storage tank. A tsunami is a great sea wave, commonly referred to as a tidal wave, produced by a significant undersea disturbance such as tectonic displacement of a sea floor associated with large, shallow earthquakes. Mudflows result from the downslope movement of soil and/or rock under the influence of gravity.

The only semi-enclosed body of water in proximity to the Maritime Training Center site is Lido Channel, to the south of the site. According to the City's *General Plan EIR*, the probability that damaging seiches could occur within the City is considered low.[27] Impacts related to seiches would be less than significant.

Tsunamis are a potential hazard to the Maritime Training Center site due to the close proximity of the Pacific Ocean and low elevation. Orange County has not experienced a tsunami greater than what naturally occurs during high storm tides, although the coastal area is subject to potential tsunami flooding when combined with high tides. According to the City's *General Plan EIR*, major damage from tsunamis are negligible for inland bays.[28] Thus, impacts related to tsunami hazards would be less than significant.

The bluff situated north of the Maritime Training Center site could create a potential for mudflow during a heavy storm event. However, as discussed within Response 4.6(a)(4), Mitigation Measure GEO-2 would apply to construction adjacent to the bluff to ensure that stability is not compromised. Thus, impacts in regards to mudflow would be less than significant.

Pedestrian Bridge

As stated above, the risk of seiche and tsunami hazards in the site vicinity are considered low, and impacts would be less than significant. In addition, Mitigation Measure GEO-2 would apply to the proposed project, which would minimize impacts related to mudflow to less than significant levels. Thus, impacts in this regard would be less than significant in relation to the pedestrian bridge.

Mitigation Measures:

MARITIME TRAINING CENTER

Refer to Mitigation Measures GEO-2. No additional mitigation is required.

[26] Ibid.
[27] Ibid.
[28] Ibid.

PEDESTRIAN BRIDGE

Refer to Mitigation Measures GEO-2. No additional mitigation is required.

4.10 LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?				✓
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?		✓		
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓

a) Physically divide an established community?

No Impact.

MARITIME TRAINING CENTER

The Maritime Training Center site was developed with commercial uses prior to their demolition as part of the OCSD's RPPS project. The site is currently being utilized as a staging area for construction of the RPPS. Given the developed nature of the Maritime Training Center site, implementation of the proposed project would not represent a division of an established community. Thus, no impacts would occur in this regard.

PEDESTRIAN BRIDGE

The pedestrian bridge would provide an overcrossing over West Coast Highway. West Coast Highway currently acts as a division between development on the coastal and inland sides of the roadway. The proposed pedestrian bridge would result in a beneficial impact in regards to connectivity in the area, since it would be publicly accessible and would improve coastal access. Thus, no adverse impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

As stated within Section 2.3, Existing Zoning and General Plan, the project site is designated "Public Facilities" (PF) and "General Commercial" (CG 0.3) by the City's *General Plan* (*General Plan*), and "Retail Service Commercial, Mariner's Mile Overlay District" (RSC-MM) by the *Zoning Code*.

According to the *General Plan*, the PF designation is intended to provide public facilities, including public schools, cultural institutions, government facilities, libraries, community centers, public hospitals, and public utilities. Thus, as a school facility that would complement the existing OCC SSS, the proposed Maritime Training Center would not conflict with the *General Plan* designation for the site

The *General Plan's* CG designation is intended to provide for a wide variety of commercial activities oriented primarily to serve citywide or regional needs. Thus, as a school facility, the proposed Maritime Training Center is not considered consistent with this *General Plan* designation.

According City's *Zoning Code*, the RSC zoning designation is intended to provide areas which are predominantly retail in character but which allow some service office uses. Schools are not considered a permitted use within the RSC-MM zoning designation.

The Maritime Training Center would not be consistent with the CG *General Plan* designation and RSC *Zoning Code* designation for the site. However, the CCCD is considered an agency of the State for the local operation of the State school system. Under Section 53091 of the *California Government Code*, school districts are not required to comply with building ordinances of a county or city when acting under the State Contract Act. Thus, under Section 53094 of the *California Government Code*, the governing board of the CCCD, by two-thirds vote of its members, may render a county or city zoning ordinance inapplicable to the use of a property for classroom facilities. Thus, the proposed Maritime Center would only be allowed to move forward if this CCCD board approval were to occur. The proposed Maritime Training Center would be exempt from the City's land use control. It is, however, the CCCD's intent to ensure that the proposed Maritime Training Center is compatible with the surrounding land uses and the City's *General Plan* policies (except for land use designations). Thus, the following is a discussion of the Maritime Training Center's consistency with applicable policies of the City's *General Plan.*

Land Use Element

LU 6.1.1: Adequate Community Supporting Uses

> *Accommodate schools, government administrative and operational facilities, fire stations and police facilities, religious facilities, schools, cultural facilities, museums, interpretative centers, and hospitals to serve the needs of Newport Beach's residents and businesses.*

Consistent. The proposed project would provide educational opportunities related to sailing, marine safety, seamanship, and vocational marine studies. This would directly benefit residents of Newport Beach and surrounding communities. The project is consistent with this policy.

LU 6.1.2: Siting of New Development

> *Allow for the development of new public and institutional facilities within the City provided that the use and development facilities are compatible with adjoining land uses, environmentally suitable, and can be supported by transportation and utility infrastructure.*

Consistent. The proposed project would be compatible with adjacent land uses, particularly since the existing OCC SSS is located across West Coast Highway. As shown in Section 4.0, Environmental Analysis of this document, the Maritime Training Center would not result in significant impacts related to aesthetics, air quality, or noise. Adequate utility infrastructure exists to serve the project, and as shown in Section 4.16, Traffic and Circulation, the project would not have any significant impacts on the local roadway system. Thus, the project is consistent with this policy.

LU 6.1.4: Compatibility of Non-City Public Uses

> *Encourage school and utility districts and other government agencies that may be exempt from City land use control and approval to plan their properties and design buildings at a high level of visual and architectural quality that maintains the character of the neighborhood or district in which they are located and in consideration of the design and development policies for private uses specified by this Plan.*

Consistent.

The project would be designed with architectural design features and aesthetic enhancements intended to be compatible with the existing OCC SSS, adjacent RPPS (under construction), and the City of Newport Beach's Mariner's Mile Design Framework. In addition, the CCCD will consult with the City during final design and submit design plans for City review. Thus, the project is consistent with this policy.

Harbor and Bay Element

HB 2.3: Marine Support Uses

> *Encourage the preservation and enhancement of existing marine support uses serving the needs of existing waterfront uses and the boating community.*

Consistent. The proposed project would result in the enhancement of the marine support/boating uses in the site vicinity, and represents implementation of the CCCD's *Master Vision Plan* for the existing OCC SSS. Thus, the project would be consistent with this policy.

HB 2.6: Public Access Facilities

> *Ensure that new or improved public access facilities are compatible with existing, permitted land uses and consistent with the availability of supporting infrastructure, such as parking and restrooms.*

Consistent. The proposed project would provide a new pedestrian bridge over West Coast Highway, representing a beneficial impact related to coastal access. The project would be consistent with the availability of supporting infrastructure in the site vicinity. Thus, the project would be consistent with this policy.

Historical Resources Element

HR 2.2: Grading and Excavation Activities

> *Maintain sources of information regarding paleontological and archeological sites and the names and addresses of responsible organizations and qualified individuals, who can analyze, classify, record, and preserve paleontological or archeological findings.*
>
> *Require a qualified paleontologist/archeologist to monitor all grading and/or excavation where there is a potential to affect cultural, archeological or paleontological resources. If these resources are found, the applicant shall implement the recommendations of the paleontologist/archeologist, subject to the approval of the City Planning Department.*

Consistent. As discussed within Section 4.5, Cultural Resources, the proposed project is not expected to result in impacts to archaeological resources. However, in the unexpected event archaeological

resources are discovered during construction, a qualified archaeologist would be retained to evaluate, monitor, and recover any substantial resources. In addition, given the known sensitivity for paleontological resources in the site vicinity, a qualified paleontological monitor would be retained to monitor grading activities. Thus, the project would be consistent with this policy.

Circulation Element

CE 2.2.6: Emergency Access

> *Provide all residential, commercial, and industrial areas with efficient and safe access for emergency vehicles.*

Consistent. The project would provide for emergency access in accordance with Newport Beach Fire Department standards. Thus, the project would be consistent with this policy.

CE 5.1.13: Overhead Pedestrian Street Crossings

> *Consider overhead pedestrian crossings in areas where pedestrian use limits the efficiency of the roadway or signalized intersection.*

Consistent. The proposed project would implement a new, publicly-accessible pedestrian crossing over West Coast Highway, within the Mariner's Mile area. This would result in a beneficial impact related to coastal access and pedestrian safety. Thus, the project would be consistent with this policy.

Recreation Element

R 5.1: Non-City Facilities and Open Space

> *Utilize non-City recreational facilities and open space (e.g., Newport-Mesa Unified School District, county, and state facilities) to supplement the park and recreational needs of the community. Maintain the use of existing shared facilities, and expand the use of non-city facilities/amenities where desirable and feasible.*

Consistent. The existing OCC SSS and proposed project would provide recreational opportunities for Newport Beach residents and other surrounding communities. The proposed project would assist in supplementing City-provided recreational opportunities. Thus, the project would be consistent with this policy.

Natural Resources Element

NR 20.3: Public Views

> *Protect and enhance public view corridors from the following roadway segments (shown in Figure NR3), and other locations may be identified in the future:*
>
> - *...Coast Highway from Newport Boulevard to Marino Drive (Bayshores)...*

Consistent. As discussed in Section 4.1, Aesthetics, the proposed project would be designed with architectural design features and aesthetic enhancements intended to be compatible with the existing OCC SSS, adjacent RPPS (under construction), and the City of Newport Beach's Mariner's Mile Design Framework. This Initial Study considers public views along West Coast Highway and from King's Road

Park. Based on the analysis, the project was not considered to result in significant impacts to public view corridors. Thus, the project would be consistent with this policy.

Noise Element

N 1.1: Noise Compatibility of New Development

> *Require that all proposed projects are compatible with the noise environment through use of Table N2, and enforce the interior and exterior noise standards shown in Table N3.*

Consistent. As shown in Section 4.12, Noise, the proposed project would be compatible with the noise standards within Table N2 and N3 of the City's *General Plan Noise Element*. Thus, the project would be consistent with this policy.

N 2.5: Boating Activities

> *Enforce compliance of all boating activities with the noise standards defined in the Municipal Code.*

Consistent. Any boating activities associated with the proposed project would be in compliance with the noise standards identified in the City's *Municipal Code*. The project would be consistent with this policy.

PEDESTRIAN BRIDGE

The pedestrian bridge would cross over West Coast Highway, which as a roadway facility does not have a *General Plan* or *Zoning Code* designation. However, the bridge would require the construction of footings on both sides of the West Coast Highway right-of-way. Refer to the "Maritime Training Center" discussion above for a discussion of the project's land use/zoning consistency on the northern (inland) side of West Coast Highway.

On the southern (coastal) side of West Coast Highway, the existing OCC SSS is designated PF by the *General Plan* and "Balboa Bay Club, Mariner's Mile Overlay District" (PC-45-MM) by the *Zoning Code*. As stated above, as a school facility, the proposed project (including the pedestrian bridge) would be consistent with the PF *General Plan* designation. Under the City's *Zoning Code*, all new uses within the PC zone require an approved Planned Community development plan. Uses within the Planned Community development plan must be permitted or conditionally permitted uses authorized by the *Zoning Code* and consistent with the *General Plan* land use designation. Although the project would be subject to a Planned Community development plan, the CCCD may render the City's *Zoning Ordinance* inapplicable to the project (including the pedestrian bridge). Thus, the proposed pedestrian bridge would only be allowed to move forward if the CCCD board were to vote (by a two-thirds majority) to render the City's zoning ordinance inapplicable, and no impacts are anticipated.

Although the project would be exempt from the City's land use control, it is the CCCD's intent to ensure that the proposed Maritime Training Center is compatible with the surrounding land uses and the City's *General Plan* policies (except for land use designations). Refer to the *General Plan* consistency analysis provided above for the Maritime Training Center, which is inclusive of the proposed pedestrian bridge. The pedestrian bridge would be consistent with applicable policies of the *General Plan*.

California Coastal Act

The California Coastal Act of 1976 (*California Public Resources Code* Section 30000 et seq.) sets policies for the conservation and development of California's coastline, addressing public access, coastal recreation, the marine environment, coastal land resources, and coastal development.

Since the Coastal Zone boundary in the project area lies along the inland edge of the West Coast Highway right-of-way (refer to *Exhibit 3, Conceptual Master Plan*), the majority of the proposed pedestrian bridge would be subject to compliance with the Coastal Act Section 30600(c), which requires that a Coastal Development Permit be obtained from the California Coastal Commission. As the City does not have a certified Local Coastal Program (LCP), the California Coastal Commission is responsible for reviewing project compliance with the Coastal Act. Chapter 3 of the Coastal Act (Coastal Resources Planning and Management Policies) would be applicable to the proposed project. Although a small portion of the pedestrian bridge would lie outside of the Coastal Zone (i.e., the northern/inland bridge footing), this analysis assumes that the entire bridge would be subject to Coastal Act review. A project consistency analysis with the applicable articles and sections of Chapter 3 of the Coastal Act is provided below:

Article 2, Public Access

Section 30210: Access; recreational opportunities; posting

> *In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse.*

Consistent. The proposed pedestrian bridge would not substantially alter coastal access within the site vicinity. During the short-term construction process for the pedestrian bridge, temporary lane closures along both sides of West Coast Highway would be required in order to construct the bridge footings. The bridge footings would be installed adjacent to (but outside of) Caltrans right-of-way. Mitigation Measure HAZ-3 (preparation of a Traffic Management Plan) would minimize short-term impacts and ensure that coastal access along West Coast Highway is maintained. Thus, short-term impacts would be less than significant.

During long-term operations, the proposed project would result in a beneficial impact in regards to coastal access. As stated within *Section 2.5.2, West Coast Highway Pedestrian Bridge*, the nearest West Coast Highway crosswalks in the site vicinity are located at Tustin Avenue to the west and the Balboa Bay Club crossing to the east. These two existing crossings are situated approximately one-half mile apart. Thus, the proposed pedestrian bridge will provide a new publicly-accessible crossing on West Coast Highway, generally at a mid-point between the two existing crossings at Tustin Avenue and the Balboa Bay Club. Long-term operational impacts would be less than significant. Thus, the proposed project is consistent with Coastal Act Section 30210.

Section 30211: Development not to interfere with access

> *Development shall not interfere with the public's right of access to the sea where acquired through use or legislative authorization, including, but not limited to, the use of dry sand and rocky coastal beaches to the first line of terrestrial vegetation.*

Consistent. As stated above, coastal access in the project area would be maintained at all times. In addition, the proposed pedestrian bridge would result in a beneficial impact in regards to public access across West Coast Highway. Therefore, the proposed project is consistent with Coastal Act Section 30211.

Section 30212.5: Public facilities

> *Wherever appropriate and feasible, public facilities, including parking areas or facilities, shall be distributed throughout an area so as to mitigate against the impacts, social and otherwise, of overcrowding or overuse by the public of any single area.*

Consistent. The proposed pedestrian bridge would provide a new publicly-available coastal access point across West Coast Highway. However, given that access to the coast is already available in many places nearby the project site, it is not anticipated that the proposed pedestrian bridge would result in overcrowding or overuse of any single area in the site vicinity. Therefore, the proposed project is considered consistent with Coastal Act Section 30212.5.

Article 4, Marine Environment

Section 30230: Marine resources; maintenance

> *Marine resources shall be maintained, enhanced, and where feasible, restored. Special protection shall be given to areas and species of special biological or economic significance. Uses of the marine environment shall be carried out in a manner that will sustain the biological productivity of coastal waters and that will maintain healthy populations of all species of marine organisms adequate for long-term commercial, recreational, scientific, and educational purposes.*

Consistent. The proposed pedestrian bridge would provide a connection between the proposed Maritime Training Center and the existing OCC SSS. Given the developed nature of the project site, the proposed pedestrian bridge would not result in any direct impacts to marine resources. In addition, the proposed project includes multiple mitigation measures (AES-2 and GEO-3) that would minimize the potential for indirect impacts related to light spillover and water quality. Therefore, the proposed project is consistent with Coastal Act Section 30230.

Section 30231: Biological productivity; water quality

> *The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.*

Consistent. As stated within Section 4.9, Hydrology and Water Quality, the proposed project would minimize potential short-term water quality impacts during construction through compliance with the City's *Excavation and Grading Code*. In addition, since the proposed project would provide for a pedestrian connection over West Coast Highway, it would not have the potential to result in long-term water quality impacts. Thus, the proposed project is consistent with Coastal Act Section 30231.

Section 30232: Oil and hazardous substance spills

> *Protection against the spillage of crude oil, gas, petroleum products, or hazardous substances shall be provided in relation to any development or transportation of such materials. Effective containment and cleanup facilities and procedures shall be provided for accidental spills that do occur.*

Consistent. As discussed in Section 4.8, Hazards and Hazardous Materials, the proposed project is unlikely to result in a release of hazardous materials into the environment. During the short-term period of project construction, there is a possibility of accidental release of hazardous substances such as petroleum-based fuels or hydraulic fluid used for construction equipment. The level of risk associated with the accidental release of hazardous substances is not considered significant due to the small volume and low concentration of hazardous materials utilized during construction. The construction contractor would be required to use standard construction controls and safety procedures that would avoid and minimize the potential for accidental release of such substances into the environment. Standard construction practices would be observed such that any materials released are appropriately contained and remediated as required by local, State, and Federal law.

In addition, as a pedestrian bridge, the facility would not involve the routine transport, use, or disposal of hazardous materials. Thus, the proposed project is considered consistent with Coastal Act Section 30232.

Section 30234: Commercial fishing and recreational boating

> *Facilities serving the commercial fishing and recreational boating industries shall be protected and, where feasible, upgraded. Existing commercial fishing and recreational boating harbor space shall not be reduced unless the demand for those facilities no longer exists or adequate substitute space has been provided. Proposed recreational boating facilities shall, where feasible, be designed and located in such a fashion as not to interfere with the needs of the commercial fishing industry.*

Consistent. The existing OCC SSS provides for an array of sailing and seamanship programs intended to improve opportunities for recreational boating. The facility also serves as the historical home base for OCC's collegiate Rowing and Sailing teams.

The proposed pedestrian bridge would support operations at the existing OCC SSS and proposed Maritime Training Center. In concert with the proposed Maritime Training Center, it would assist in providing for additional space to continue to conduct operations conveniently and efficiently. Since the pedestrian bridge would result in an indirect improvement in recreational boating opportunities, the proposed project would be consistent with Coastal Act Section 30234.

Article 5, Land Resources

Section 30240(b): Development adjacent to environmentally sensitive habitat areas

> *Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade those areas, and shall be compatible with the continuance of those habitat and recreation areas.*

Consistent. The proposed pedestrian bridge would provide a connection between the proposed Maritime Training Center and the existing OCC SSS. Given the developed nature of the project site, the proposed pedestrian bridge would not result in any direct impacts to marine resources. Although the site exists in close proximity to the upper Newport Bay, the bridge would not have the potential to significantly degrade any sensitive habitat areas. Thus, the project would be consistent with Coastal Act Section 30240(b).

Section 30244: Archaeological or paleontological resources

> *Where development would adversely impact archaeological or paleontological resources as identified by the State Historic Preservation Officer, reasonable mitigation measures shall be required.*

Consistent. As discussed in Section 4.5, Cultural Resources, the proposed project is not located within an area occupied by historical resources or properties. Therefore, the project as currently proposed would not cause a substantial adverse change to any previously identified historical resources or historic properties. No impacts would result in this regard.

As stated within Response 4.5(b), no archaeological resources were documented on-site. In addition, the field survey found that the site has been completely disturbed and is being utilized as a construction staging area for the OCSD's RPPS project. Given the results of the records search and prior disturbance to the site, the possibility of cultural resources being present is very low. However, in the unlikely event resources are discovered during grading activities, a qualified archaeologist shall be retained to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. Upon implementation of Mitigation Measure CUL-1, impacts would be less than significant.

Response 4.5(c) indicates that sediments known to occur within the project area are paleontologically-sensitive. Thus, grading at the project site may unearth fossil resources if sensitive sediments, known to exist in the site vicinity, are encountered. If project grading will impact the paleontologically-sensitive marine Late Miocene Capistrano and older marine Late Miocene Monterey Formations that lie at an unknown depth below alluvium, landslide material, and/or fill, monitoring of these sediments is recommended. An Orange County-certified paleontologist shall be retained to monitor excavations occurring within these sensitive areas. Upon implementation of Mitigation Measure CUL-2, impacts would be less than significant. Thus, upon implementation of recommended mitigation measures, the proposed project would be consistent with Coastal Act Section 30244.

Article 6, Development

Section 30251: Scenic and Visual Qualities

> *The scenic and visual qualities of coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, to be visually compatible with the character of surrounding areas, and, where feasible, to restore and enhance visual quality in visually degraded areas. New development in highly scenic areas such as those designated in the California Coastline Preservation and Recreation Plan prepared by the Department of Parks and Recreation and by local government shall be subordinate to the character of its setting.*

Consistent. The project area has a sensitive scenic value, given the proposed pedestrian bridge's coastal location along West Coast Highway. However, as discussed throughout Section 4.1, Aesthetics, the proposed bridge would not result in any significant impacts upon implementation of Mitigation Measures AES-1 (construction staging) and AES-2 (bridge lighting). In addition, the proposed pedestrian bridge would be designed with architectural design features and aesthetic enhancements intended to be compatible with surrounding uses, providing a lightweight, "nautical" character. Specific architectural and design elements will include: a) a column-less, lightweight steel truss structure with a curved, weathered copper roof to harmonize architecturally with OCC buildings, providing an enhanced aesthetic character; b) visual transparency to help create a distinctive landmark for Mariner's Mile; and c) quality materials, details and lighting to enhance pedestrian safety and experience. Thus, the proposed project would be consistent with Coastal Act Section 30251.

Section 30253: New development

> *New development shall do all of the following:*
>
> *(a) Minimize risks to life and property in areas of high geologic, flood, and fire hazard.*

(b) *Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.*

(c) *Be consistent with requirements imposed by an air pollution control district or the State Air Resources Board as to each particular development.*

(d) *Minimize energy consumption and vehicle miles traveled.*

(e) *Where appropriate, protect special communities and neighborhoods that, because of their unique characteristics, are popular visitor destination points for recreational uses.*

Consistent. As shown in Section 4.6, the proposed project would not result in significant impacts related to geology upon implementation of recommended mitigation measures. In addition, Sections 4.8 and 4.9 indicate that impacts related to flooding and fire hazards would be less than significant. The proposed project would be required to comply with all SCAQMD air quality requirements, and Section 4.3, Air Quality indicates that all air quality impacts would be less than significant with mitigation incorporated. The project site is not considered a popular visitor destination point for recreational uses; however, the pedestrian bridge would facilitate coastal access by providing a safe, convenient overcrossing of West Coast Highway. Thus, the proposed project would be consistent with Coastal Act Section 30253.

Impact Conclusion

As discussed above, the proposed project is considered consistent with applicable policies and standards of Chapter 3 of the Coastal Act (Coastal Resources Planning and Management Policies). A less than significant impact would occur after implementation of the recommended mitigation measures, as well as applicable standards and regulations required by the California Coastal Commission.

Mitigation Measures:

MARITIME TRAINING CENTER

No mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measures AES-1, AES-2, AQ-1, AQ-2, AQ-3, CUL-1, CUL-2, GEO-1, GEO-2, GEO-3, and HAZ-3. No additional mitigation is required.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

No Impact.

MARITIME TRAINING CENTER

As stated in Response 4.4(f), the Maritime Training Center site is located within the Orange County Central/Coastal Natural Community Conservation Plan (NCCP)/Habitat Conservation Plan (HCP).[29] Although the site is located within this NCCP/HCP area, the proposed Maritime Training Center would

[29] U.S. Fish and Wildlife Service, Carlsbad Fish and Wildlife Office, *HCP/NCCP Planning Areas in Southern California*, October 2008.

not result in any impacts to sensitive biological resources. Thus, no conflicts with the provisions of the Orange County Central/Coastal NCCP/HCP would occur.

PEDESTRIAN BRIDGE

Like the Maritime Training Center, the pedestrian bridge site is located within the Orange County Central/Coastal NCCP/HCP.[30] However, since construction and operation of the proposed pedestrian bridge would not result in impacts to biological resources, no conflicts with the provisions of the Orange County Central/Coastal NCCP/HCP would occur.

Mitigation Measures: No mitigation is required.

[30] Ibid.

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4.11 MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✓

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact.

MARITIME TRAINING CENTER

The primary mineral resource within the City is oil. Two separate production and reserve areas exist within the City: the Newport oil field and the West Newport oil field. Both of these oil fields are located within the western portion of the City. The nearest oil field (Newport oil field) is situated approximately 0.5-mile northwest of the Maritime Training Center site. In addition, no active or abandoned oil wells exist in the immediate site vicinity.[31]

In addition, according to the City's *General Plan EIR*, the Maritime Training Center site is situated within Mineral Resource Zone 3 (MRZ-3), which indicates an area containing mineral deposits of undetermined significance.[32] Although mineral resources may exist within the vicinity, implementation of the proposed Maritime Training Center would not result in the loss of availability of such a resource since no mineral extraction activities currently occur on-site. Thus, no impacts would occur in this regard.

PEDESTRIAN BRIDGE

Similar to the Maritime Training Center, the impact area associated with the pedestrian bridge is located outside of the Newport and West Newport oil fields and lacks any active/abandoned oil wells. Although the site is located within MRZ-3, implementation of the proposed pedestrian bridge would not result in the loss of availability of such a resource since no mineral extraction activities currently occur on-site.[33] Thus, no impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

[31] EIP Associates, *City of Newport Beach General Plan Final EIR*, July 2006.
[32] Ibid.
[33] Ibid.

b) ***Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?***

No Impact.

MARITIME TRAINING CENTER

Refer to Response 4.11(a), above.

PEDESTRIAN BRIDGE

Refer to Response 4.11(a), above.

Mitigation Measures: No mitigation is required.

4.12 NOISE

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		✓		
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			✓	
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				✓

Sound is mechanical energy transmitted by pressure waves in a compressible medium such as air, and is characterized by both its amplitude and frequency (or pitch). The human ear does not hear all frequencies equally. In particular, the ear deemphasizes low and very high frequencies. To better approximate the sensitivity of human hearing, the A-weighted decibel scale (dBA) has been developed. On this scale, the human range of hearing extends from approximately 3 dBA to around 140 dBA.

Noise is generally defined as unwanted or excessive sound, which can vary in intensity by over one million times within the range of human hearing; therefore, a logarithmic scale, known as the decibel scale (dB), is used to quantify sound intensity. Noise can be generated by a number of sources, including mobile sources such as automobiles, trucks, and airplanes, and stationary sources such as construction sites, machinery, and industrial operations. Noise generated by mobile sources typically attenuates (is reduced) at a rate between 3 dBA and 4.5 dBA per doubling of distance. The rate depends on the ground surface and the number or type of objects between the noise source and the receiver. Hard and flat surfaces, such as concrete or asphalt, have an attenuation rate of 3 dBA per doubling of distance. Soft surfaces, such as uneven or vegetated terrain, have an attenuation rate of about 4.5 dBA per doubling of distance. Noise generated by stationary sources typically attenuates at a rate between 6 dBA and about 7.5 dBA per doubling of distance.

There are a number of metrics used to characterize community noise exposure, which fluctuate constantly over time. One such metric, the equivalent sound level (L_{eq}), represents a constant sound that, over the specified period, has the same sound energy as the time-varying sound. Noise exposure over a longer period of time is often evaluated based on the Day-Night Sound Level (L_{dn}). This is a measure of 24-hour noise levels that incorporates a 10-dBA penalty for sounds occurring between 10 PM and 7 AM The penalty is intended to reflect the increased human sensitivity to noises occurring during nighttime hours, particularly at times when people are sleeping and there are lower ambient noise conditions. Typical L_{dn} noise levels for light and medium density residential areas range from 55 dBA to 65 dBA.

Two of the primary factors that reduce levels of environmental sounds are increasing the distance between the sound source to the receiver and having intervening obstacles such as walls, buildings, or terrain features between the sound source and the receiver. Factors that act to increase the loudness of environmental sounds include moving the sound source closer to the receiver, sound enhancements caused by reflections, and focusing caused by various meteorological conditions.

STATE OF CALIFORNIA

The State Office of Planning and Research Noise Element Guidelines include recommended exterior and interior noise level standards for local jurisdictions to identify and prevent the creation of incompatible land uses due to noise. The Noise Element Guidelines contain a land use compatibility table that describes the compatibility of various land uses with a range of environmental noise levels in terms of the Community Noise Equivalent Level (CNEL).

CITY OF NEWPORT BEACH

Applicable policies and standards governing environmental noise in the City are set forth in the Noise Element of the General Plan. The Noise Element quantifies the community noise environment in terms of noise exposure contours for both near- and long-term levels of growth and traffic activity; refer to *Table 4.12-1, Land Use Compatibility Matrix*. The standards are intended to be used as one of the many factors used in the land use planning process.

Table 4.12-1
Land Use Compatibility Matrix

Land Use Categories		Community Noise Equivalent Level (CNEL)						
Categories	Uses	<55	55-60	60-65	65-70	70-75	75-80	>80
Residential	Single Family, Two Family, Multiple Family	A	A	B	C	C	D	D
Residential	Mixed Use	A	A	A	C	C	C	D
Residential	Mobile Home	A	A	B	C	C	D	D
Commercial Regional, District	Hotel, Motel, Transient Lodging	A	A	B	B	C	C	D
Commercial Regional, Village District, Special	Commercial Retail, Bank, Restaurant, Movie Theatre	A	A	A	A	B	B	C
Commercial Industrial Institutional	Office Building, Research and Development, Professional Offices, City Office Building	A	A	A	B	B	C	D
Commercial Recreational **Institutional** Civic Center	Amphitheatre, Concert Hall Auditorium, Meeting Hall	B	B	C	C	D	D	D
Commercial Recreation	Children's Amusement Park, Miniature Golf Course, Go-cart Track, Equestrian Center, Sports Club	A	A	A	B	B	D	D
Commercial General, Special **Industrial, Institutional**	Automobile Service Station, Auto Dealership, Manufacturing, Warehousing, Wholesale, Utilities	A	A	A	A	B	B	B
Institutional	Hospital, Church, Library, Schools' Classroom	A	A	B	C	C	D	D
Open Space	Park	A	A	A	B	C	D	D
Open Space	Golf Course, Cemeteries, Nature Centers Wildlife Reserves, Wildlife Habitat	A	A	A	A	B	C	C
Agriculture	Agriculture	A	A	A	A	A	A	A

Source: EIP Associates, City of Newport Beach General Plan, July 2006.
Zone A: Clearly Compatible – Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction without any special noise insulation requirements.
Zone B: Normally Compatible** – New construction or development should be undertaken only after detailed analysis of the noise reduction requirements and are made and needed noise insulation features in the design are determined. Conventional construction, with closed windows and fresh air supply systems or air conditioning, will normally suffice.
Zone C: Normally Incompatible – New construction or development should generally be discouraged. If new construction or development does proceed a detailed analysis of noise reduction requirements must be made and needed noise insulation features included in the design.
Zone D: Clearly Incompatible – New construction or development should generally not be undertaken.

The City has also adopted Community Noise Control policies and standards as part of its Municipal Code in order to limit unnecessary, excessive and annoying noise in the City; refer to *Table 4.12-2, Noise Standards*.

Table 4.12-2
Noise Standards

Land Use Categories		Allowable Noise Levels (dBA)			
		Interior [a,b]		Exterior [a,b]	
Categories	Uses	Interior Noise Level (Leq) 7am to 10pm	Interior Noise Level (Leq) 10pm to 7am	Exterior Noise Level (Leq) 7am to 10pm	Exterior Noise Level (Leq) 10pm to 7am
Residential	Single Family, Two Family, Multiple Family (Zone I)	45	40	55	50
	Residential Portions of Mixed Use Developments (Zone III)	45	40	60	50
Commercial	Commercial (Zone II)	N/A	N/A	65	60
Industrial	Industrial or Manufacturing (Zone IV)	N/A	N/A	70	70
Institutional	School, Day Care Centers, Churches, Libraries, Museums, Health Care Institutions (Zone I)	45	40	55	50

Source: EIP Associates, City of Newport Beach General Plan, July 2006.
[a] If the ambient noise level exceeds the resulting standard, the ambient shall be the standard.
[b] If shall be unlawful for any person at any location within the incorporated area of the City to create any noise or to allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such a person which causes the noise level when measured on any other property, to exceed either of the following:

- The noise standard for the applicable zone for any fifteen-minute period;
- A maximum instantaneous noise level equal to the value of the noise standard plus twenty dBA for any period of time (measured using A-weighted slow response).
- In the event the ambient noise level exceeds the noise standard, the noise standard applicable to said category shall be increased to reflect the maximum ambient noise level.
- The noise standard for the residential portions of the residential property falling within one hundred feet of a commercial property, if the intruding noise originates from that commercial property.
- If the measurement location is on a boundary between two different noise zones, the lower noise level standard applicable to the noise zone shall apply.

Chapter 10.28.040, *Construction Activity – Noise Regulations*, of the *Municipal Code* specifies the following construction-related noise standards:

A. Weekdays and Saturdays. No person shall, while engaged in construction, remodeling, digging, grading, demolition, painting, plastering or any other related building activity, operate any tool, equipment or machine in a manner which produces loud noise that disturbs, or could disturb, a person of normal sensitivity who works or resides in the vicinity, on any weekday except between the hours of seven AM and six-thirty PM, nor on any Saturday except between the hours of eight AM and six PM

B. Sundays and Holidays. No person shall, while engaged in construction, remodeling, digging, grading, demolition, painting, plastering or any other related building activity, operate any tool, equipment or machine in a manner which produces loud noise that disturbs, or could disturb, a person of normal sensitivity who works or resides in the vicinity, on any Sunday or any federal holiday.

C. No landowner, construction company owner, contractor, subcontractor, or employer shall permit or allow any person or persons working under their direction and control to operate any tool, equipment or machine in violation of the provisions of this section.

D. Exceptions.

1. The provisions of this section shall not apply to emergency construction work performed by a private party when authorized by the Building Director or designee.

2. The maintenance, repair or improvement of any public work or facility by public employees, by any person or persons acting pursuant to a public works contract, or by any person or

persons performing such work or pursuant to the direction of, or on behalf of, any public agency; provided, however, this exception shall not apply to the City of Newport Beach, or its employees, contractors or agents, unless:

a. The City Manager or department director determines that the maintenance, repair or improvement is immediately necessary to maintain public services;

b. The maintenance, repair or improvement is of a nature that cannot feasibly be conducted during normal business hours;

c. The City Council has approved project specifications, contract provisions, or an environmental document that specifically authorizes construction during hours of the day which would otherwise be prohibited pursuant to this section.

NOISE MEASUREMENTS

In order to quantify existing ambient noise levels in the project area, RBF Consulting conducted noise measurements on June 9, 2010; refer to *Table 4.12-3, Noise Measurements*. The noise measurement sites were representative of typical existing noise exposure immediately adjacent to the project site. Ten-minute measurements were taken at each site. Meteorological conditions were clear skies, warm, with light wind speeds (one to three miles per hour), and low humidity.

Table 4.12-3
Noise Measurements

Site	Location	L_{eq}	L_{min}	L_{max}	Peak	Time
1	Kings Road Park, to the east of the project site	60.9	47.7	71.6	90.9	12:25 PM
2	Along West Coast Highway, adjacent to the south of the project site	69.6	52.5	81.8	103.7	12:45 PM
3	Parking lot of existing OCC Maritime School of Sailing and Seamanship, to the west of the project site	64.8	51.3	74.3	92.9	1:05 PM

Source: RBF Consulting, June 9, 2010

Noise monitoring equipment used for the ambient noise survey consisted of a Brüel & Kjær handheld Analyzer Type 2250 equipped with a 4189 pre-polarized microphone. The monitoring equipment complies with applicable requirements of the American National Standards Institute for Type I (precision) sound level meters. The results of the field measurements are indicated in Appendix F, Noise Data.

EXISTING STATIONARY SOURCES

The project area is highly urbanized, consisting of a mix of commercial/retail, institutional, residential, and parking uses. The primary sources of stationary noise in the project vicinity are urban-related activities (i.e., mechanical equipment, parking areas, and pedestrians), and residential activities (i.e., air conditioners, driveways, indoor noise). The noise associated with these sources may represent a single-event noise occurrence, short-term or long-term/continuous noise.

EXISTING MOBILE SOURCES

The majority of the existing noise in the project area is generated from mobile sources along West Coast Highway. As shown in *Table 4.12-4, Existing Traffic Noise Levels*, mobile noise sources adjacent to the project site were modeled at 68.6 dBA. However, existing mobile sources along the same roadway segment were measured at 69.6 dBA (refer to *Table 4.12-3*).

Mobile source noise was modeled using the Federal Highway Administration's Highway Noise Prediction Model (FHWA RD-77-108), which incorporates several roadway and site parameters. The model does not account for ambient noise levels. Noise projections are based on modeled vehicular traffic as derived from the *OCC Maritime Training Center Traffic Impact Analysis* (*TIA*) prepared by RBF Consulting (September 20, 2010). A 25- to 40-mile per hour average vehicle speed was assumed for existing conditions based on empirical observations and posted maximum speeds along the adjacent roadways. Average daily traffic estimates were obtained from the *TIA*. Existing modeled traffic noise levels are shown in Table 4.12-4.

Table 4.12-4
Existing Traffic Noise Levels

Roadway Segment	Existing Conditions				
	ADT	dBA @ 100 Feet from Roadway Centerline	Distance from Roadway Centerline to: (Feet)		
			60 CNEL Noise Contour	65 CNEL Noise Contour	70 CNEL Noise Contour
West Coast Highway					
North of Newport Boulevard	36,730	68.4	861	272	86
Newport Boulevard to Riverside Avenue	42,160	69.2	989	313	99
Riverside Avenue to Tustin Avenue	37,655	68.7	883	279	88
Tustin Avenue to Balboa Bay Driveway	38,055	68.6	893	282	89
Balboa Bay Driveway to Dover Drive	38,310	68.9	898	284	90
Dover Drive to Bayside Drive	55,310	70.3	1,296	410	130
Bayside Drive to Jamboree Road	50,530	69.8	1,186	375	119
South of Jamboree Road	37,990	68.2	890	281	89
Riverside Avenue					
East of West Coast Highway	8,370	59.7	103	33	10
Tustin Avenue					
East of West Coast Highway	1,160	51.3	14	5	1
Balboa Bay Driveway					
West of West Coast Highway	1,440	50.6	12	4	1
Dover Drive					
East of West Coast Highway	23,280	66.5	545	172	55
Bayside Drive					
East of West Coast Highway	1,600	55.4	38	12	4
West of West Coast Highway	8,300	62.4	194	62	19
Jamboree Road					
East of East Coast Highway	29,440	70.4	1,515	479	151
West of East Coast Highway	10,090	61.8	174	55	17

ADT = average daily trips; dBA = A-weighted decibels; CNEL = community noise equivalent level
Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less Than Significant Impact With Mitigation Incorporated.

It is difficult to specify noise levels that are generally acceptable to everyone; what is annoying to one person may be unnoticed by another. Standards may be based on documented complaints in response to documented noise levels, or based on studies of the ability of people to sleep, talk, or work under various noise conditions. However, all such studies recognize that individual responses vary considerably. Standards usually address the needs of the majority of the general population.

As stated above, the General Plan Noise Element and Title 10, *Offenses and Nuisances*, of the *Municipal Code* sets forth all noise regulations controlling unnecessary, excessive, and annoying noise within the City. As outlined in the *Municipal Code*, maximum noise levels are based on land use.

SHORT-TERM NOISE IMPACTS

MARITIME TRAINING CENTER

Construction of the proposed project would occur over approximately 18 months. Construction activities would include demolition, grading, trenching, paving, and building construction. Ground-borne noise and other types of construction-related noise impacts would typically occur during the initial site preparation. This phase of construction has the potential to create the highest levels of noise; however, it is generally the shortest of all construction phases. Typical noise levels generated by construction equipment are shown in *Table 4.12-5, Maximum Noise Levels Generated by Construction Equipment*. Operating cycles for these types of construction equipment may involve one or two minutes of full power operation followed by three to four minutes at lower power settings. Other primary sources of acoustical disturbance would be due to random incidents, which would last less than one minute (such as dropping large pieces of equipment or the hydraulic movement of machinery lifts).

Table 4.12-5
Maximum Noise Levels Generated by Construction Equipment

Type of Equipment	Acoustical Use Factor[1]	L_{max} at 50 Feet (dBA)
Concrete Saw	20	90
Crane	16	81
Concrete Mixer Truck	40	79
Backhoe	40	78
Dozer	40	82
Excavator	40	81
Forklift	40	78
Paver	50	77
Roller	20	80
Tractor	40	84
Water Truck	40	80
Grader	40	85
General Industrial Equipment	50	85

Note:
1 – Acoustical Use Factor (percent): Estimates the fraction of time each piece of construction equipment is operating at full power (i.e., its loudest condition) during a construction operation.

Source: Federal Highway Administration, *Roadway Construction Noise Model (FHWA-HEP-05-054)*, January 2006.

Chapter 10.28.040 of the City's *Municipal Code* states that construction activities are permitted during the hours of 7:00 AM and 6:30 PM on weekdays, between 8:00 AM and 6:00 PM on Saturdays, and are not permitted on Sundays or Federal holidays. The City does not have noise limits during the allowed construction hours. As such, the Speech Interference Criteria is used to evaluate construction noise levels. For construction noise, a "substantial" noise increase can be defined as interference with activities during the day and night. One indicator that construction noise could interfere with daytime activities would be speech interference. As the City does not have quantitative guidelines for construction noise, the following criteria is utilized in the analysis to define relative construction-related noise impacts:

- *Speech Interference Criteria.* Speech Interference Level was designed as a simplified substitute for the Articulation Index.[34] It was originally defined as the average of the now

[34] Articulation index takes into account that some frequencies are more effective in masking speech than others. The frequency range from 250 to 7000 Hz is divided into 20 bands. The difference between file average speech peak level in each of these bands is calculated and the resulting numbers combined to give a single index.

obsolete octave-band sound pressure levels in the 600-1200, 1200-2400, and 2400-4800 Hz octaves. At the present time, Speech Interference Level, based upon the octave band levels at the preferred frequencies of 500, 1000, 2000, and 4000 Hz, is considered to provide a better estimate of the masking ability of a noise. As Speech Interference Level does not take the actual speech level into account, the associated masking effect depends upon vocal effort and speaker-to-listener distance. Speech spoken with slightly more vocal effort can be understood well, when the noise level is 65 dBA. A typical building can reduce noise levels by 20 dBA with the windows closed.[35] This noise reduction could be maintained only on a temporary basis in some cases, since it assumes windows would remain closed at all times. Therefore, this analysis utilizes an interior level of 65 dBA as a criterion level for determining significance for construction related activities, in the absence of an adopted specific construction noise related threshold by the City.

The project involves the construction of the Maritime Training Center, a pedestrian bridge crossing West Coast Highway, connecting the proposed facility to the existing OCC facility, and associated parking. *Table 4.12-6, Average Construction Noise Levels*, provides the anticipated construction noise levels during specific construction stages. The average noise levels presented in *Table 4.12-6* are based on the quantity, type, and acoustical use factor for each type of equipment that would be used during each construction phase.

Table 4.12-6
Average Construction Noise Levels

Description	Receptor Locations		Estimated Exterior Construction Noise Level [3, 4]	Estimated Interior Construction Noise Level [3, 4]	Speech Interference Criteria	Potentially Significant Impact?
	Direction[1]	Distance[2]				
Phase 1						
Demolition	East	132	77.3	57.3	65 dBA	***No***
	West	155	75.9	55.9	65 dBA	***No***
Phase 2						
Site Grading	East	132	77.3	57.3	65 dBA	***No***
	West	155	75.9	55.9	65 dBA	***No***
Phase 3						
Trenching	East	132	75.6	55.6	65 dBA	***No***
	West	155	74.2	54.2	65 dBA	***No***
Phase 4						
Paving	East	132	75.9	55.9	65 dBA	***No***
	West	155	74.5	54.5	65 dBA	***No***
Phase 5						
Building	East	132	78.0	58.0	65 dBA	***No***
	West	155	76.6	56.6	65 dBA	***No***

Notes:
1 – Sensitive uses to the east include residential uses; sensitive uses to the west include institutional uses. To the north and south are commercial buildings and are not considered sensitive uses.
2 – Distance is from the nearest receptor to the construction activity area of the project site, in feet.
3 – Derived from the Federal Highway Administration, *Roadway Construction Noise Model (FHWA-HEP-05-054)*, January 2006; refer to Appendix F, Noise Data.
4 – A typical building can reduce noise levels by 20 dBA with the windows closed. This assumes all windows and doors are closed, thereby attenuating the exterior noise levels by 20 dBA. (United States Department of Housing and Urban Development, *The Noise Guidebook*, undated, page 14)

Source: Federal Highway Administration, *Roadway Construction Noise Model (FHWA-HEP-05-054)*, January 2006; refer to Appendix F, Noise Data.

[35] United States Department of Housing and Urban Development, *The Noise Guidebook*, undated, page 14.

Sensitive uses surrounding the project site include residential uses to the east and institutional uses (the existing OCC SSS) to the west. Uses to the north and south include commercial uses, which are not considered to be sensitive. As noted in *Table 4.12-6*, construction noise associated with the proposed project would not expose surrounding sensitive uses to construction noise levels in excess of the *Speech Interference Criteria* (65 dBA) during construction. It should be noted that construction noise levels perceived by residences to the east would typically be lower than the levels presented in *Table 4.12-6*, as the model does not account for attenuation due to the grade difference between the residences and the project site. Additionally, construction activities conducted within the allowable hours are exempt from the City's noise standards. Mitigation Measure N-1 would implement a plan to reduce noise from construction equipment and provide a mechanism for noise complaints to be addressed. As such, with Mitigation Measure N-1 and compliance with the noise standards of the *Municipal Code*, construction noise impacts would be less than significant.

PEDESTRIAN BRIDGE

Noise levels from construction of the pedestrian bridge have been included in the project noise levels presented in *Table 4.12-6*. The distances to the nearest receptors for construction activities are measured from the center of the project site, as construction would be constantly moving within the project area. The loudest noise levels experienced at the existing OCC SSS facility would occur at the time of the pedestrian bridge construction. Noise levels experienced at the OCC SSS facility at the time of bridge construction may exceed the *Speech Interference Criteria*. However, construction activities would be short-term and would cease upon completion. Additionally, construction activities conducted within the allowable hours are exempt from the City's noise standards, and Mitigation Measure N-1 would implement a plan to reduce noise from construction equipment. As such, with Mitigation Measure N-1 and compliance with the noise standards of the *Municipal Code*, construction noise impacts would be less than significant.

Mitigation Measures:

MARITIME TRAINING CENTER

N-1 To minimize short-term construction noise impacts on surrounding uses, the following measures shall be implemented. These measures shall be included in either a construction management plan or noted on construction plans to be approved by the Coast Community College District.

- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers;
- Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible;
- During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers;
- During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors;
- Operate earthmoving equipment on the construction site, as far away from vibration sensitive sites as possible; and

- A project sign shall be shall be clearly posted at the primary construction entrance, as an information resource for surrounding property owners and residents. The sign shall include the following minimum project information: project name, general contractor, normal construction hours, normal workdays, and local telephone number of the Job Superintendent. If the Coast Community College District, City, or the Job Superintendent receives a complaint, the Superintendent shall investigate, take appropriate corrective action, and report the action taken to the Coast Community College District.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure N-1. No addition mitigation is required.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less Than Significant Impact.

MARITIME TRAINING CENTER

Project construction can generate varying degrees of ground-borne vibration, depending on the construction procedure and the construction equipment used. Operation of construction equipment generates vibrations that spread through the ground and diminish in amplitude with distance from the source. The effect on buildings located in the vicinity of the construction site often varies depending on soil type, ground strata, and construction characteristics of the receiver building(s). The results from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, to slight damage at the highest levels. Ground-borne vibrations from construction activities rarely reach levels that damage structures.

The Federal Transit Administration (FTA) has published standard vibration velocities for construction equipment operations. In general, the FTA architectural damage criterion for continuous vibrations (i.e., 0.20 inch/second) appears to be conservative. The types of construction vibration impact include human annoyance and building damage. Human annoyance occurs when construction vibration rises significantly above the threshold of human perception for extended periods of time. Building damage can be cosmetic or structural. Typical vibration produced by construction equipment is illustrated in *Table 4.12-7, Typical Vibration Levels for Construction Equipment*.

Table 4.12-7
Typical Vibration Levels for Construction Equipment

Equipment	Approximate peak particle velocity at 25 feet (inches/second)	Approximate peak particle velocity at 75 feet (inches/second)
Loaded trucks	0.076	0.015
Small bulldozer	0.003	0.001

Notes:
1. Peak particle ground velocity measured at 25 feet unless noted otherwise.
2. Root mean square amplitude ground velocity in decibels (VdB) referenced to 1 micro-inch/second.

Source: Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Guidelines*, May 2006.

Ground-borne vibration decreases rapidly with distance. The proposed project would involve soldier piles; however, piles would not be driven and would not require pile driving equipment. As indicated in *Table 4.12-7*, based on the FTA data, vibration velocities from typical heavy construction equipment operations that would be used during project construction range from 0.003 to 0.076 inch-per-second peak particle velocity (PPV) at 25 feet from the source of activity. The bulk of the construction activities would occur approximately 65 feet from the nearest adjacent building. Therefore, vibration from construction activities experienced at the nearest adjacent building and sensitive residential uses would be expected to be below the 0.20 inch-per-second PPV significance threshold. Thus, a less than significant impact would occur in this regard.

PEDESTRIAN BRIDGE

Ground-borne vibration associated with construction of the proposed pedestrian bridge may temporarily impact the existing OCC SSS facility. However, the construction equipment utilized for bridge construction would not be capable of producing vibration velocities in excess of the 0.20 inch-per-second PPV significance threshold; refer to *Table 4.12-7*. The proposed project would involve soldier piles; however, piles would not be driven and would not require pile driving equipment. Additionally, vibration activities associated with bridge construction taking place on the west side of West Coast Highway would be very short in duration. Therefore, a less than significant impact would occur.

Mitigation Measures: No mitigation is required.

c) ***A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?***

Less Than Significant Impact With Mitigation Incorporated. If the ambient noise environment is quiet and the new noise source increases the noise exposure, an impact may occur even though a criterion level might not be exceeded. In areas where the ambient noise level without a project is less than 60 dBA, an increase in the ambient noise level of greater than 5.0 dBA would be potentially significant. In areas where the ambient noise level without a project is 60 dBA to 65 dBA, an increase in the ambient noise level of greater than 3.0 dBA would be a potentially significant impact. In areas where the ambient noise level is greater than 65 dBA, any increase in community noise louder than 1.5 dBA or greater is considered a potentially significant impact.

OFF-SITE MOBILE NOISE IMPACTS

MARITIME TRAINING CENTER

Future development generated by the proposed project would result in additional traffic on adjacent roadways, thereby increasing vehicular noise in the vicinity of existing and proposed land uses. Based on the *TIA*, 212 new daily trips would be associated with the proposed project. The "2014 Without Project" and "2014 With Project" scenarios were compared. According to *Table 4.12-8, Future Traffic Noise Levels*, under the "2014 Without Project" scenario, noise levels at a distance of 100 feet from the centerline would range from approximately 50.8 dBA to 71.6 dBA, with the highest noise levels occurring along Jamboree Road, east of East Coast Highway. The "Future With Project" scenario noise levels at a distance of 100 feet from the centerline would also range from approximately 50.8 dBA to 71.6 dBA, with the highest noise levels also occurring along the same roadway segment.

Table 4.12-8 also compares the "2014 Without Project" scenario to the "2014 With Project" scenario. The noise levels would result in a maximum increase of 0.1 dBA as a result of the proposed project. This increase in noise would occur along West Coast Highway, between Dover Drive and Bayside

Drive. Since the proposed project would not significantly increase noise levels along the roadway segments analyzed, a less than significant impact would occur.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would not result in any new traffic trips. Therefore, no mobile noise source impacts would occur.

Table 4.12-8
Future Traffic Noise Levels

Roadway Segment	2014 No Project					2014 Plus Project					Difference in dBA @ 100 Feet from Roadway
	ADT	dBA @ 100 Feet from Roadway Centerline	Distance from Roadway Centerline to: (Feet)			ADT	dBA @ 100 Feet from Roadway Centerline	Distance from Roadway Centerline to: (Feet)			
			60 CNEL Noise Contour	65 CNEL Noise Contour	70 CNEL Noise Contour			60 CNEL Noise Contour	65 CNEL Noise Contour	70 CNEL Noise Contour	
West Coast Highway											
North of Newport Boulevard	44,330	69.3	1,040	329	104	44,360	69.3	1,040	329	104	0
Newport Boulevard to Riverside Avenue	49,545	69.9	1,162	367	116	49,645	69.9	1,165	368	116	0
Riverside Avenue to Tustin Avenue	45,270	69.5	1,062	336	106	45,440	69.5	1,065	337	106	0
Tustin Avenue to Balboa Bay Driveway	45,725	69.4	1,071	339	107	45,850	69.4	1,073	339	107	0
Balboa Bay Driveway to Dover Drive	46,110	69.7	1,080	341	108	46,190	69.7	1,082	342	108	0
Dover Drive to Bayside Drive	64,290	70.9	1,506	476	151	64,360	71.0	1,509	477	151	0.1
Bayside Drive to Jamboree Road	59,465	70.5	1,393	441	139	59,535	70.5	1,396	442	140	0
South of Jamboree Road	47,060	69.1	1,102	349	110	47,090	69.1	1,105	349	110	0
Riverside Avenue											
East of West Coast Highway	8,790	59.9	108	34	11	8,790	59.9	108	34	11	0
Tustin Avenue											
East of West Coast Highway	2,420	54.5	30	9	3	2,420	54.5	30	9	3	0
Balboa Bay Driveway											
West of West Coast Highway	1,490	50.8	13	4	1	1,490	50.8	13	4	1	0

Table 4.12-8 (continued)
Future Traffic Noise Levels

Roadway Segment	2014 No Project					2014 Plus Project					Difference In dBA @ 100 Feet from Roadway
	ADT	dBA @ 100 Feet from Roadway Centerline	Distance from Roadway Centerline to: (Feet)			ADT	dBA @ 100 Feet from Roadway Centerline	Distance from Roadway Centerline to: (Feet)			
			60 CNEL Noise Contour	65 CNEL Noise Contour	70 CNEL Noise Contour			60 CNEL Noise Contour	65 CNEL Noise Contour	70 CNEL Noise Contour	
Dover Drive											
East of West Coast Highway	26,110	67.0	612	193	61	26,120	67.0	612	193	61	0
Bayside Drive											
East of West Coast Highway	2,930	58.0	69	22	7	2,930	58.0	69	22	7	0
West of West Coast Highway	8,860	62.7	207	66	21	8,860	62.7	207	66	21	0
Jamboree Road											
East of East Coast Highway	34,920	71.6	1,796	568	180	3,4960	71.6	1,796	568	180	0
West of East Coast Highway	10,760	62.0	185	59	19	10,760	62.0	185	59	19	0

ADT = average daily trips; dBA = A-weighted decibels; CNEL = community noise equivalent level
Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

CUMULATIVE MOBILE SOURCE IMPACTS

MARITIME TRAINING CENTER

A project's contribution to a cumulative traffic noise increase would be considered significant when the combined effect exceeds perception level (i.e., auditory level increase) threshold. The combined effect compares the "cumulative with project" condition to "existing" conditions. This comparison accounts for the traffic noise increase generated by a project combined with the traffic noise increase generated by projects in the cumulative project list. The following criteria have been utilized to evaluate the combined effect of the cumulative noise increase.

Combined Effect. The cumulative with project noise level, or "2014 With Project" condition causes the following:

- An increase of the existing noise level by 5.0 dB or more, where the existing level is less than 60 dB CNEL;
- An increase of the existing noise level by 3.0 dB or more, where the existing level is 60 to 65 CNEL; or
- An increase of the existing noise level by 1.5 dB or more, where the existing level is greater than 65 dB CNEL.

Although there may be a significant noise increase due to a proposed project in combination with other related projects (combined effects), it must also be demonstrated that a project has an incremental effect. In other words, a significant portion of the noise increase must be due to a proposed project.

The following criteria have been utilized to evaluate the incremental effect of the cumulative noise increase.

Incremental Effects: The "2014 With Project" causes a 1.0 dBA increase in noise over the "2014 Without Project" noise level.

A significant impact would result only if both the combined and incremental effects criteria have been exceeded.

Noise by definition is a localized phenomenon, and reduces as distance from the source increases. Consequently, only proposed projects and growth due to occur in the project site's general vicinity would contribute to cumulative noise impacts. *Table 4.12-9, Cumulative Noise Scenario*, lists the traffic noise effects along roadway segments in the project vicinity for "Existing Without Project," "2014 Without Project," and "2014 With Project," conditions, including incremental and net cumulative impacts.

As indicated in *Table 4.12-9*, neither the *Combined Effects* nor the *Incremental Effects* criteria are exceeded along any of the segments. None of the roadway segments would be significantly impacted, as the combined and incremental effects criteria would not be exceeded. Traffic noise increases under the combined effects category are related to background growth and are not attributable to the proposed project. The proposed project would not result in significant long-term mobile noise impacts, as the proposed project would only result in 212 new daily trips. Therefore, the proposed project, in combination with cumulative background traffic noise levels, would result in less than significant impacts.

Table 4.12-9
Cumulative Noise Scenario

Roadway Segment	Existing Without Project	2014 Without Project	2014 With Project	Combined Effects	Incremental Effects	Cumulatively Significant Impact?
	dBA @ 100 Feet from Roadway Centerline	dBA @ 100 Feet from Roadway Centerline	dBA @ 100 Feet from Roadway Centerline	Difference in dBA Between Existing Without Project and 2014 With Project	Difference in dBA Between 2014 Without Project and 2014 With Project	
West Coast Highway						
North of Newport Boulevard	68.4	69.3	69.3	0.9	0	No
Newport Boulevard to Riverside Avenue	69.2	69.9	69.9	0.7	0	No
Riverside Avenue to Tustin Avenue	68.7	69.5	69.5	0.8	0	No
Tustin Avenue to Balboa Bay Driveway	68.6	69.4	69.4	0.8	0	No
Balboa Bay Driveway to Dover Drive	68.9	69.7	69.7	0.8	0	No
Dover Drive to Bayside Drive	70.3	70.9	71.0	0.7	0.1	No
Bayside Drive to Jamboree Road	69.8	70.5	70.5	0.7	0	No
South of Jamboree Road	68.2	69.1	69.1	0.9	0	No
Riverside Avenue						
East of West Coast Highway	59.7	59.9	59.9	0.2	0	No
Tustin Avenue						
East of West Coast Highway	51.3	54.5	54.5	3.2	0	No
Balboa Bay Driveway						
West of West Coast Highway	50.6	50.8	50.8	0.2	0	No
Dover Drive						
East of West Coast Highway	66.5	67.0	67.0	0.5	0	No
Bayside Drive						
East of West Coast Highway	55.4	58.0	58.0	2.6	0	No

Table 4.12-9 (continued)
Cumulative Noise Scenario

Roadway Segment	Existing Without Project	2014 Without Project	2014 With Project	Combined Effects	Incremental Effects	Cumulatively Significant Impact?
	dBA @ 100 Feet from Roadway Centerline	dBA @ 100 Feet from Roadway Centerline	dBA @ 100 Feet from Roadway Centerline	Difference in dBA Between Existing Without Project and 2014 With Project	Difference in dBA Between 2014 Without Project and 2014 With Project	
West of West Coast Highway	62.4	62.7	62.7	0.3	0	No
Jamboree Road						
East of East Coast Highway	70.4	71.6	71.6	1.2	0	No
West of East Coast Highway	61.8	62.0	62.0	0.2	0	No
Notes: ADT = average daily trips; dBA = A-weighted decibels; CNEL = community noise equivalent level						
Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.						

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would not result in any new traffic trips. Therefore, no mobile noise source impacts would occur.

LONG-TERM STATIONARY NOISE IMPACTS

MARITIME TRAINING CENTER

Upon project completion, noise in the project area would not significantly increase. The proposed project involves institutional uses. Stationary noise sources associated with the proposed project would include mechanical equipment and parking areas.

Mechanical Equipment

Typically, mechanical equipment noise is 55 dBA at 50 feet from the source. Heating Ventilation and Air Conditioning (HVAC) units would be included on the roof of the structure. Noise levels from mechanical equipment would be reduced through the implementation of mitigation requiring the orientation of equipment away from any sensitive receptors, proper selection of equipment, and the installation of equipment with proper acoustical shielding (muffling). Compliance with the noise standards of the City's General Plan Noise Element and Mitigation Measure N-2 would minimize noise impacts from mechanical equipment to less than significant levels.

Parking Areas

The proposed project includes 37 parking spaces, and additional parking spaces would be provided for the storage of OCSD vehicles and equipment. The parking spaces would be located on the first floor of the proposed building. Traffic associated with parking structures and lots is typically not of sufficient volume to exceed community noise standards, which are based on a time-averaged scale such as the CNEL scale. However, the instantaneous maximum sound levels generated by a car door slamming, engine starting up and car pass-bys may be an annoyance to adjacent noise-sensitive receptors. Estimates of the maximum noise levels associated with some parking lot activities are presented in *Table 4.12-10, Typical Noise Levels Generated by Parking Lots*. Conversations in parking areas may also be an annoyance to adjacent sensitive receptors. Sound levels of speech typically range from 33 dBA at 48 feet for normal speech to 50 dBA at 50 feet for very loud speech.

Table 4.12-10
Typical Noise Levels Generated by Parking Lots

Noise Source	Maximum Noise Levels at 50 Feet from Source
Car door slamming	63 dBA L_{eq}
Car starting	60 dBA L_{eq}
Car idling	61 dBA L_{eq}
Source: Wieland Associates, 2002.	

Impacts associated with parking would be considered minimal since parking uses would be located on the first floor of the proposed Maritime Training Center. Noise associated with parking structure activities would not expose sensitive receptors to the north or south to noise levels in excess of the City's noise standards during operation. Thus, the surrounding residential uses would not be exposed to excessive noise from parking areas. Therefore, a less than significant impact would occur in this regard.

PEDESTRIAN BRIDGE

The proposed bridge would not result in any new stationary noise sources other than typical noise associated with pedestrian activity, such as conversation. Therefore, no impact would occur.

Mitigation Measures:

MARITIME TRAINING CENTER

N-2 Mechanical equipment shall be placed as far away as practicable from sensitive receptors. Additionally, the following shall be considered prior to HVAC installation: proper selection and sizing of equipment, installation of equipment with proper acoustical shielding, and incorporating the use of parapets into the building design.

PEDESTRIAN BRIDGE

No mitigation is required.

d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above the levels existing without the project?

Less Than Significant With Mitigation Incorporated. Refer to Responses 4.12(a) and 4.12(b), above.

Mitigation Measures:

MARITIME TRAINING CENTER

Refer to Mitigation Measure N-1. No additional mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure N-1. No additional mitigation is required.

e) ***For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?***

No Impact.

MARITIME TRAINING CENTER

The nearest airport to the project site is the John Wayne Airport, located approximately four miles to the northeast. Therefore, no impact would occur.

PEDESTRIAN BRIDGE

Refer to the discussion above.

Mitigation Measures: No mitigation is required.

f) ***For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?***

No Impact. Refer to Response 4.12(e).

Mitigation Measures: No mitigation is required.

4.13 POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			✓	
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓

a) ***Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?***

Less Than Significant Impact.

MARITIME TRAINING CENTER

The proposed Maritime Training Center is not anticipated to induce substantial population growth in the area, either directly or indirectly. The project does not propose any new homes that would directly contribute to population growth. As stated within Section 2.4, Project Background, the proposed project would represent an expansion of physical workspace and classroom space in order to continue existing operations at the OCC SSS. Existing operations at the OCC SSS are constrained by the size of the existing facility, and the proposed Maritime Training Center would allow for an increase in efficiency for existing operations. In addition, a minimal number of new classes/seminars (several of which would occur only once per month or four times per year) would occur at the Maritime Training Center. Thus, a substantial increase in permanent employees at the site is not anticipated. Although new administrative staff would not be required, a negligible increase in employment may occur for janitorial/maintenance purposes; however, this increase would not result in significant population growth. Impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

As a pedestrian crossing over West Coast Highway, the proposed pedestrian bridge would not have the potential to induce any population growth. The proposed pedestrian bridge would represent supporting infrastructure for the Maritime Training Center. However, growth inducing impacts associated with the Maritime Training Center are described above. Impacts would be less than significant.

Mitigation Measures: No mitigation is required.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No Impact.

MARITIME TRAINING CENTER

The Maritime Training Center site is being utilized as a construction staging area for OCSD's RPPS project. Thus, the proposed project would not demolish or displace any people or housing. Therefore, there would be no impacts in this regard.

PEDESTRIAN BRIDGE

Implementation of the proposed pedestrian bridge would require improvements on both sides of West Coast Highway (on a portion of the Maritime Training Center site and a portion of the existing OCC SSS facility). None of the bridge improvements would demolish or displace any people or housing. Therefore, there would be no impacts in this regard.

Mitigation Measures: No mitigation is required.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Impact.

MARITIME TRAINING CENTER

Refer to Response 4.12(b).

PEDESTRIAN BRIDGE

Refer to Response 4.12(b).

Mitigation Measures: No mitigation is required.

4.14 PUBLIC SERVICES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1) Fire protection?			✓	
2) Police protection?			✓	
3) Schools?				✓
4) Parks?			✓	
5) Other public facilities?				✓

a) ***Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:***

1) Fire protection?

Less Than Significant Impact.

MARITIME TRAINING CENTER

The Newport Beach Fire Department (NBFD) provides fire protection within the City. Implementation of the proposed project could potentially result in additional demand for fire protection and emergency medical services, including possible additional wear on fire equipment and increased use of medical supplies. The NBFD operates a total of eight fire stations within the City. The nearest station to the project site is the Lido Fire Station (located at 475 32nd Street), approximately 0.6-mile to the southwest.

As stated within Section 2.4, Project Background, the Maritime Training Center would result in only a minor increase the curriculum and enrollment beyond what already occurs at the OCC SSS. A negligible increase in employment may occur for maintenance and/or janitorial purposes; however, this increase would not have the capability to result in a substantial adverse impact in relation to fire protection. In addition, the proposed project would be required to comply with Title 9, *Fire Code*, of the City's *Municipal Code*. The proposed project would be required to comply with NBFD requirements for emergency access, fire flow, fire protection standards, fire lanes, and other site design/building standards. Thus, impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

As an ancillary facility to the Maritime Training Center, the proposed pedestrian bridge would not result in a substantial increase in enrollment or employment beyond existing conditions. In addition, the proposed pedestrian bridge would also be required to comply with the City's *Fire Code* in regards to fire

protection standards, and elevator/staircase design, among other requirements. The proposed pedestrian bridge would result in a beneficial public safety impact since it would provide a safe crossing of West Coast Highway in the vicinity of the site. Thus, impacts in this regard would be less than significant.

Mitigation Measures: No mitigation is required.

2) Police protection?

Less Than Significant Impact.

MARITIME TRAINING CENTER

The Newport Beach Police Department (NBPD) provides police protection within the City. The project site is located within "Area #2" of the NBPD's three service areas. The NBPD operates out of a central police station located at 870 Santa Barbara Drive, approximately two miles east of the site. As stated above, the proposed Maritime Training Center is not anticipated to substantially increase enrollment or employment beyond existing conditions. A negligible increase in employment may occur for maintenance and/or janitorial purposes; however, this increase would not have the capability to result in a substantial adverse impact in relation to police services. In addition, the proposed project would not require new or additional police facilities. Impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

As an ancillary facility to the Maritime Training Center, the proposed pedestrian bridge would not result in a substantial increase in enrollment or employment beyond existing conditions. As such, the proposed pedestrian bridge is not anticipated to result in a substantial increase in demand for police services. In addition, the proposed pedestrian bridge would result in a beneficial public safety impact since it would provide a safe crossing of West Coast Highway in the vicinity of the site. Thus, impacts in this regard would be less than significant.

Mitigation Measures: No mitigation is required.

3) Schools?

No Impact.

MARITIME TRAINING CENTER

The proposed Maritime Training Center itself is a school facility, and its environmental impacts are analyzed within this Initial Study. Thus, the proposed project would result in a beneficial impact in regards to school services, and no other impacts beyond those identified within this document are anticipated to occur.

PEDESTRIAN BRIDGE

The pedestrian crossing over West Coast Highway would support activities at the proposed Maritime Training Center. As stated above, the proposed project would result in a beneficial impact in regards to school services, and no other impacts beyond those identified within this document are anticipated to occur.

Mitigation Measures: No mitigation is required.

4) Parks?

Less Than Significant Impact.

MARITIME TRAINING CENTER

The City operates a range of parks within the project area. The nearest park to the project site is Kings Road Park, located atop the bluff adjacent to the Maritime Training Center site. Kings Road Park is situated approximately 150 feet northwest of the site, although direct access is not available due to the steep topography.

As stated above in Response 4.14(a), the proposed Maritime Training Center would not substantially increase the curriculum or enrollment beyond what already occurs at the OCC SSS. A negligible increase in employment may occur for maintenance and/or janitorial purposes; however, this increase would not have the capability to result in a substantial increase in demand for park facilities. Thus, impacts in regards to parks and other recreational facilities would be less than significant.

PEDESTRIAN BRIDGE

As an ancillary facility to the Maritime Training Center, the proposed pedestrian bridge would not result in a substantial increase in enrollment or employment beyond existing conditions. As such, the proposed pedestrian bridge is not anticipated to result in a substantial increase in demand for parks or other recreational facilities.

Mitigation Measures: No mitigation is required.

5) Other public facilities?

No Impact.

MARITIME TRAINING CENTER

As shown above in Responses 4.14(a)(1) through 4.14(a)(4), the proposed project would not result in significant impacts on public services or facilities. No other public facilities are anticipated to be affected by the project. No impacts would occur in this regard.

PEDESTRIAN BRIDGE

As shown above in Responses 4.14(a)(1) through 4.14(a)(4), the proposed project would not result in significant impacts on public services or facilities. No other public facilities are anticipated to be affected by the project. No impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

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4.15 RECREATION

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			✓	
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			✓	

a) ***Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?***

Less Than Significant Impact.

Maritime Training Center

As stated in Response 4.14(a)(4), the proposed project would not result in a substantial increase in demand on parks or other recreational facilities, and would not result physical deterioration of these facilities. Impacts would be less than significant.

Pedestrian Bridge

As stated in Response 4.14(a)(4), the proposed project would not result in a substantial increase in demand on parks or other recreational facilities, and would not result physical deterioration of these facilities. Impacts would be less than significant.

Mitigation Measures: No mitigation is required.

b) ***Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?***

Less Than Significant Impact.

Maritime Training Center

As stated in Response 4.14(a)(4), the proposed project would not result in a substantial increase in demand on parks or other recreational facilities, and would not result in an adverse physical effect on the environment. Impacts would be less than significant.

Pedestrian Bridge

As stated in Response 4.14(a)(4), the proposed project would not result in a substantial increase in demand on parks or other recreational facilities, and would not result in an adverse physical effect on the environment. Impacts would be less than significant.

Mitigation Measures: No mitigation is required.

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4.16 TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			✓	
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				✓
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?		✓		
e. Result in inadequate emergency access?		✓		
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				✓

a) ***Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?***

BACKGROUND

This section is based upon the *OCC Maritime Training Center Traffic Impact Analysis* (RBF Consulting, September 20, 2010) prepared for the proposed project; refer to Appendix F, Traffic Impact Analysis. The purpose of the *Traffic Impact Analysis* (*TIA*) is to evaluate potential project impacts related to traffic and circulation in the vicinity of the project site. The evaluation considers impacts on local intersections, roadways, and regional transportation facilities. The following analysis scenarios are evaluated in this study:

- Existing Conditions;
- Forecast Year 2014 Without Project Conditions;
- Forecast Year 2014 With Project Conditions;

- Forecast Cumulative Without Project Conditions; and
- Forecast Cumulative With Project Conditions.

It should be noted that the Existing Conditions, Forecast Year 2014 Without Project Conditions, and Forecast Year 2014 With Project Conditions scenarios were conducted in accordance with the City of Newport Beach Traffic Phasing Ordinance (TPO) methodology.

Environmental Setting

Based on discussions with City of Newport Beach staff, this study evaluates the following seven intersections in the vicinity of the project site:

1. Newport Boulevard Southbound Ramps/West Coast Highway (SR-1);
2. Riverside Avenue/West Coast Highway (SR-1);
3. Tustin Avenue/West Coast Highway (SR-1);
4. Balboa Bay Driveway/West Coast Highway (SR-1);
5. Dover Drive/West Coast Highway (SR-1);
6. Bayside Drive/East Coast Highway (SR-1); and
7. Jamboree Road/East Coast Highway (SR-1).

Exhibit 12, Study Intersection Locations, illustrates the locations of the study intersections analyzed within the *TIA*.

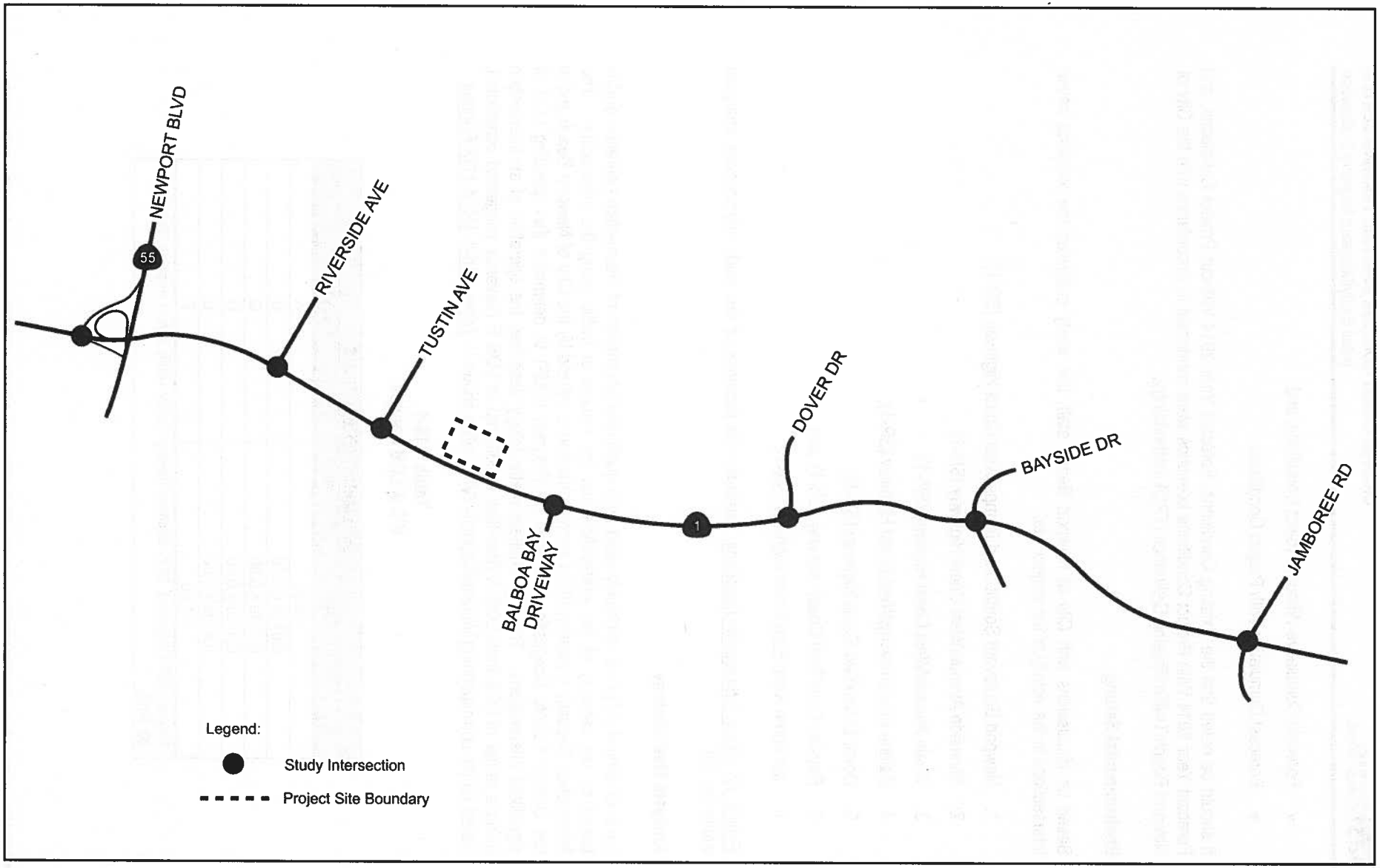
Analysis Methodology

Level of service (LOS) is commonly used as a qualitative description of intersection operation and is based on the capacity of the intersection and the volume of traffic using the intersection. The Intersection Capacity Utilization (ICU) analysis method is utilized by the City of Newport Beach and in the *Orange County Congestion Management Program* (*CMP*) to determine the operating LOS of signalized intersections. The ICU analysis methodology describes the operation of an intersection using a range of LOS from LOS A (free-flow conditions) to LOS F (severely congested conditions), based on the corresponding Volume/Capacity (V/C) ratios shown in *Table 4.16-1, V/C & LOS Ranges*.

Table 4.16-1
V/C & LOS Ranges

SIGNALIZED INTERSECTIONS	
V/C RATIO	**LOS**
≤ 0.60	A
0.61 to ≤ 0.70	B
0.71 to ≤ 0.80	C
0.81 to ≤ 0.90	D
0.91 to ≤ 1.00	E
> 1.00	F

Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.



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Study Intersection Locations

Exhibit 12

In accordance with the City's TPO, the ICU analysis assumes a capacity of 1,600 vehicles per hour (VPH) for each travel lane (including turn lanes) through an intersection, with no factor for yellow time included in the lane capacity assumptions. The City's TPO methodology calculates the ICU value to three decimal places, and then reports the resulting ICU value rounded down to two decimal places.

Performance Criteria

The City of Newport Beach target for peak hour intersection operation as stated in the Circulation Element of the *General Plan* is LOS D or better except at the following locations where LOS E is considered acceptable:

- Intersections in the John Wayne Airport Area shared with the City of Irvine;
- Dover Drive/West Coast Highway (SR-1);
- Riverside Avenue/West Coast Highway (SR-1);
- Goldenrod Avenue/East Coast Highway (SR-1); and
- Marguerite Avenue/East Coast Highway (SR-1).

The criteria for assessing a proposed project, as defined in the City's TPO, is to achieve LOS D or better at any impacted primary intersection within the City.

Thresholds of Significance

To determine whether the addition of project-generated trips at a signalized study intersection results in a significant impact, the City has established the following threshold of significance:

- A significant impact occurs when the addition of project-generated trips causes the level of service at a study intersection to deteriorate from an acceptable LOS (LOS D or better in most cases) to a deficient LOS (LOS E or F); or
- A significant impact occurs when the addition of project-generated trips increases the intersection capacity utilization at a study intersection by one percent or more of capacity (V/C ≥ 0.010), worsening a projected baseline condition of LOS E or LOS F.

Existing Roadway System

The characteristics of the roadway system in the vicinity of the project site are described below:

- **East Coast Highway (SR-1):** East Coast Highway is designated State Route 1 (SR-1), and trends in an east-west direction. East of Dover Drive, SR-1 is known as East Coast Highway; west of Dover Drive, SR-1 is known as West Coast Highway. Between Dover Drive and Bayside Drive, East Coast Highway is a seven-lane undivided roadway (four lanes in the westbound direction and three lanes in the eastbound direction) with on-street parking prohibited. From a point east of Bayside Drive to Jamboree Road, East Coast Highway is an eight-lane roadway, with a raised, landscaped median with on-street parking prohibited. Between Jamboree Road and MacArthur Boulevard, East Coast Highway is a six-lane divided roadway with on-street parking prohibited. The posted speed limit on East Coast Highway in the study area ranges from 35 to 50 miles per hour.
- **West Coast Highway (SR-1):** West Coast Highway is designated State Route 1 (SR-1). West Coast Highway is a four-lane divided roadway, with a continuous left-turn lane and some on-street parking permitted. From Tustin Avenue to Balboa Bay Club Entry, West Coast

Highway is a five-lane divided roadway (two to three lanes in the westbound direction and two lanes in the eastbound direction), with a continuous left-turn lane with on-street parking are allowed. Between Riverside Avenue and Tustin Avenue, West Coast Highway is a five-lane divided roadway (three lanes in the westbound direction and two lanes in the eastbound direction), with a raised median with on-street parking allowed. From the Newport Boulevard (SR-55) southbound off-ramp to Riverside Avenue, West Coast Highway is a five-lane divided roadway (three lanes in the westbound direction and two lanes in the eastbound direction) with a continuous left-turn lane with on-street parking allowed. From Superior Avenue to the Newport Boulevard southbound off-ramp, West Coast Highway is a seven-lane divided roadway (four lanes in the westbound direction and three lanes in the eastbound direction). West of Superior Avenue, West Coast Highway transitions to a six-lane divided roadway. The posted speed limit on West Coast Highway in the study area ranges from 40 to 50 miles per hour.

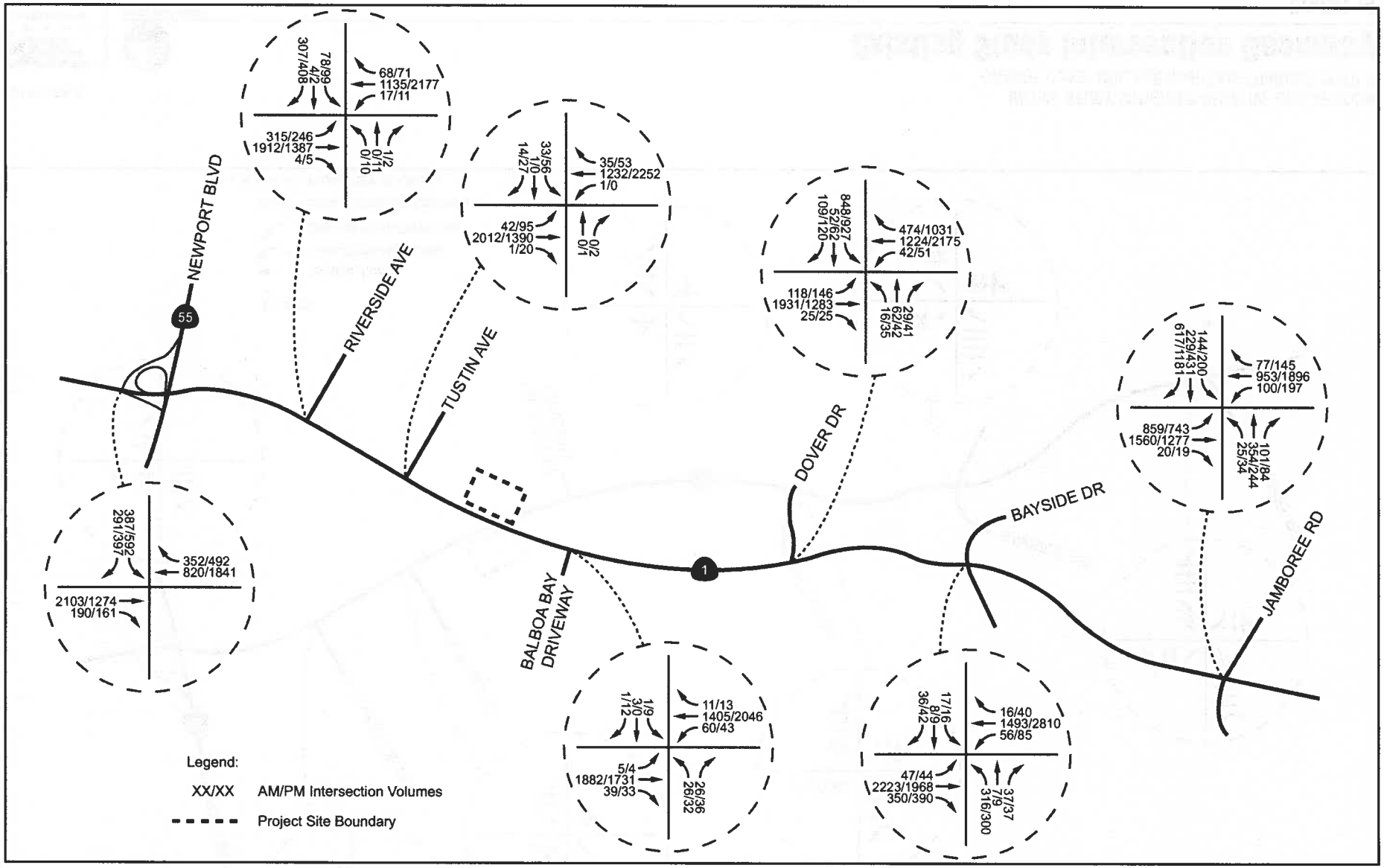
- **Bayside Drive** is a two-lane undivided roadway trending in a north-south direction, north of East Coast Highway, with on-street parking allowed. The posted speed limit on Bayside Drive north of East Coast Highway is 25 miles per hour. South of East Coast Highway, Bayside Drive is a four-lane divided roadway with a continuous left-turn lane with on-street parking prohibited. There is no posted speed limit on Bayside Drive south of East Coast Highway in the project vicinity.
- **Dover Drive** is a four-lane divided roadway with a raised landscaped median, trending in a north-south direction with on-street parking prohibited between Coast Highway and Westcliff Drive. South of Coast Highway, Dover Drive changes name to Bayshore Drive. Bayshore Drive is a two-lane undivided roadway with on-street parking prohibited. The posted speed limit on Dover Drive is 40 miles per hour.
- **Jamboree Road** north of East Coast Highway is a six-lane divided roadway trending in a north-south direction with a raised landscaped median with on-street parking prohibited. South of East Coast Highway, Jamboree Road is a four-lane divided roadway with a painted median with on-street parking prohibited. The posted speed limit on Jamboree Road is 50 miles per hour north of East Coast Highway and 35 miles per hour south of East Coast Highway.
- **Riverside Avenue** between West Coast Highway and Avon Street is a four-lane undivided roadway, trending in a north-south direction, with on-street parking prohibited. North of Avon Street, Riverside Avenue is a two-lane undivided roadway with on-street parking allowed. The posted speed limit on Riverside Avenue is 30 miles per hour.
- **Tustin Avenue** is a two-lane undivided roadway trending in a north-south direction that terminates on the south at West Coast Highway. On-street parking is allowed on Tustin Avenue. There is no posted speed limit on Tustin Avenue in the project vicinity.

Existing Traffic Conditions

To determine the existing operation of the study intersections, this study utilizes 2009/2010 AM and PM peak hour intersection movement counts provided by City of Newport Beach staff.

An annual growth factor of 1.00 percent on primary roadways (based on the City of Newport Beach TPO) was applied to 2009 traffic counts as necessary to develop 2010 conditions. The counts used in this analysis were taken from the highest hour within the peak period counted.

Exhibit 13, Existing AM/PM Peak Hour Intersection Volumes shows existing conditions AM and PM peak hour volumes at the study intersections. *Exhibit 14, Existing Study Intersection Geometry*, shows existing study intersection geometry.



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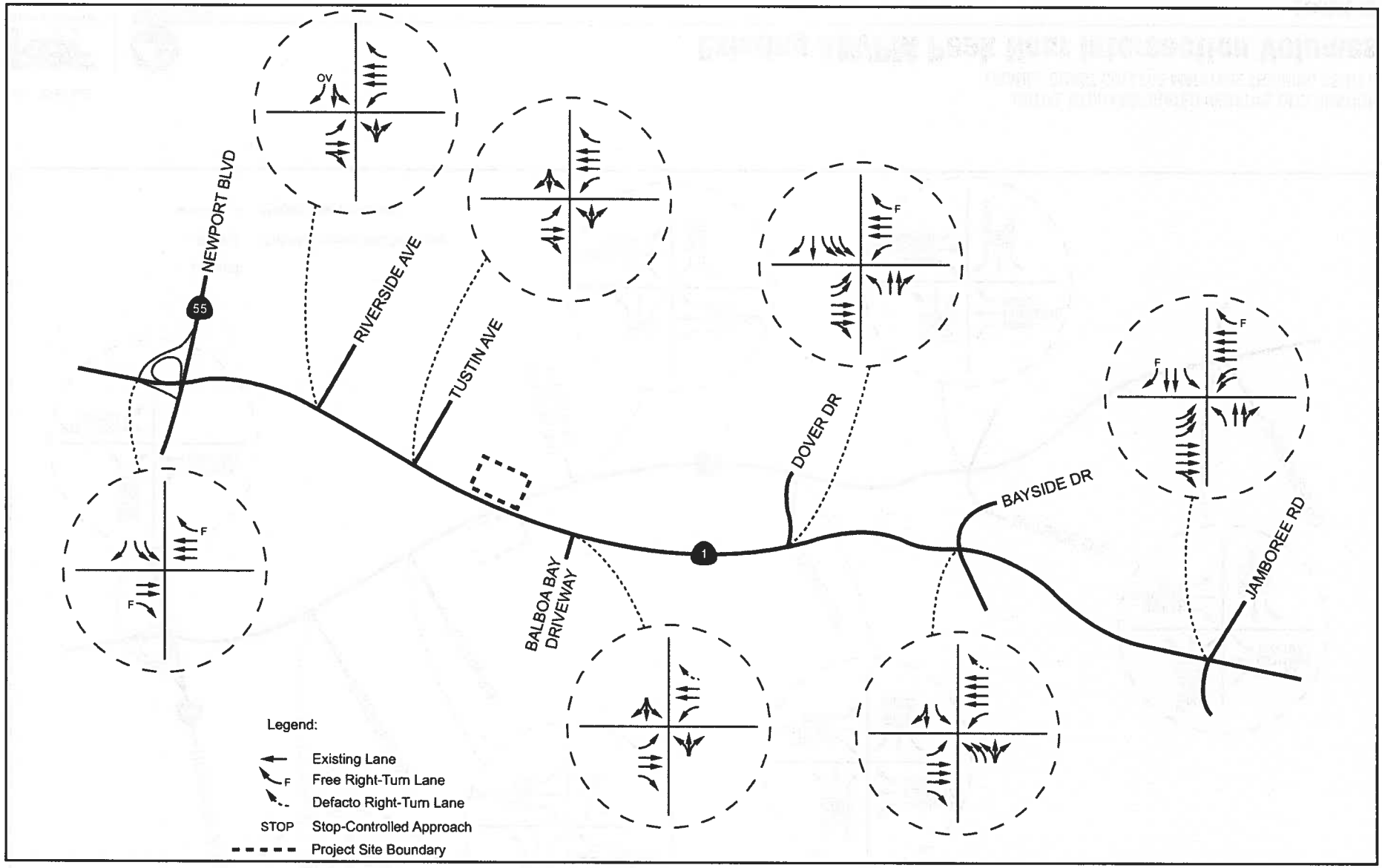
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Existing AM/PM Peak Hour Intersection Volumes

Exhibit 13



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Existing Study Intersection Geometry

Exhibit 14

Existing Conditions Peak Hour Intersection Level of Service

Table 4.16-2, Existing Conditions AM and PM Peak Hour Level of Service summarizes existing conditions AM peak hour and PM peak hour LOS of the study intersections.

Table 4.16-2
Existing Conditions AM and PM Peak Hour Level of Service

INTERSECTION NUMBER	STUDY INTERSECTION	AM PEAK HOUR V/C – LOS	PM PEAK HOUR V/C - LOS
1	Newport Blvd. SB Ramps/W. Coast Hwy.	0.84 – D	0.65 – B
2	Riverside Ave./W. Coast Hwy.	0.66 – B	0.72 – C
3	Tustin Ave./W. Coast Hwy.	0.66 – B	0.58 – A
4	Balboa Bay Dwy./W. Coast Hwy.	0.66 – B	0.69 – B
5	Dover Dr./W. Coast Hwy.	0.64 – B	0.72 – C
6	Bayside Dr./E. Coast Hwy.	0.60 – B	0.57 – A
7	Jamboree Rd./E. Coast Hwy.	0.56 – A	0.68 – B

Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

As shown in *Table 4.16-2*, all the study intersections are currently operating at an acceptable LOS according to City of Newport Beach performance criteria.

FORECAST YEAR 2014 WITHOUT PROJECT CONDITIONS

The proposed project is planned to open in 2013. However, in accordance with the City's TPO, the analysis year is 2014. Therefore, forecast year 2014 without project conditions are analyzed first to provide a baseline for project impacts. Forecast year 2014 without project traffic volumes were increased by an annual growth factor of one percent per year as directed by City staff to account for ambient traffic growth in the project vicinity at study intersections.

Additionally, trips were added from 17 approved projects in the project vicinity identified by City staff, which have already been approved, but have not yet been constructed. These approved projects are expected to be built and generating trips by year 2014. The approved project trip generation and assignment data for these 17 projects was provided by the City of Newport Beach. The 17 approved projects identified by City staff consist of:

- Fashion Island Expansion;
- Temple Bat Yahm Expansion;
- Ciosa-Irvine Project;
- Newport Dunes;
- 1401 Dove Street;
- Hoag Hospital Phase II;
- St. Marks Presbyterian Church;
- Corporate Plaza West Phase;
- Mariner's Mile Gateway;
- OLQA Church Expansion;

- 2300 Newport Boulevard;
- Newport Executive Court;
- Hoag Health Center;
- North Newport Center;
- Santa Barbara Condo;
- Newport Beach City Hall; and
- 328 Old Newport Medical Office.

Exhibit 15, Forecast Year 2014 Without Project Conditions AM/PM Peak Hour Intersection Volumes shows forecast year 2014 without project conditions AM and PM peak hour volumes at the study intersections.

The initial stage of the TPO analysis consists of a one percent analysis at each study intersection. The one percent analysis compares proposed project traffic with the projected forecast year 2014 without project peak hour traffic volumes. If forecast peak hour traffic from the proposed project is less than one percent of the projected background traffic on each leg of the intersection, then further ICU analysis is not required. If the proposed project is forecast to add more than one percent of the background traffic on any leg of the intersection, then ICU analysis is required.

Table 4.16-3, One Percent Volume Analysis - Forecast Year 2014 With City-Approved Projects summarizes the results of the one percent analysis for forecast year 2014 with projects conditions.

Table 4.16-3
One Percent Volume Analysis – Forecast Year 2014 With City-Approved Projects

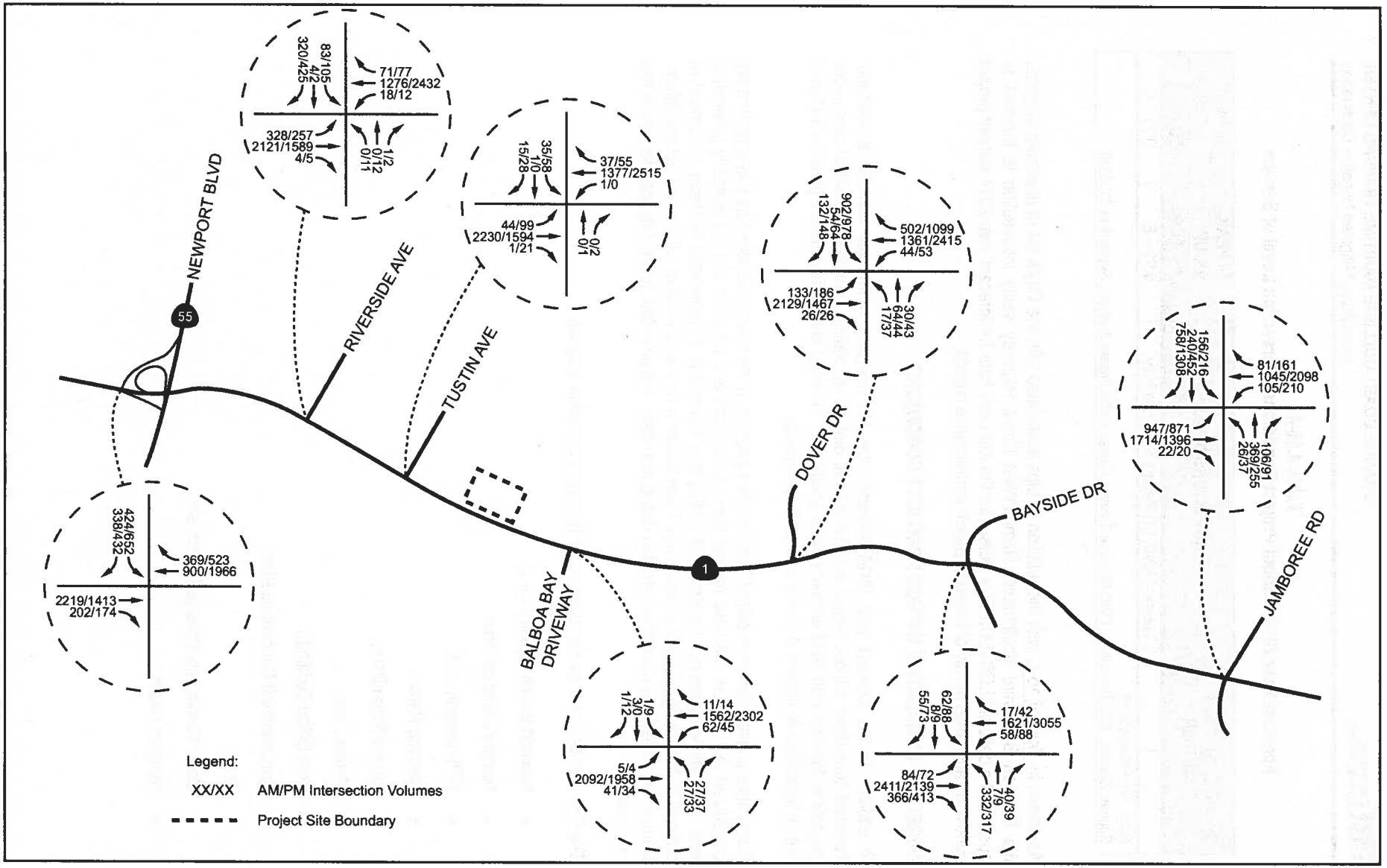
INTERSECTION NUMBER	STUDY INTERSECTION	AM PEAK HOUR				PM PEAK HOUR			
		NB	SB	EB	WB	NB	SB	EB	WB
1	Newport Blvd. SB Ramps/W. Coast Hwy.		X						
2	Riverside Ave./W. Coast Hwy.								
3	Tustin Ave./W. Coast Hwy.								
4	Balboa Bay Dwy./W. Coast Hwy.								
5	Dover Dr./W. Coast Hwy.								
6	Bayside Dr./E. Coast Hwy.								
7	Jamboree Rd./E. Coast Hwy.								

Note: NB = northbound; SB = southbound; EB = eastbound; WB = westbound
Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

As shown in *Table 4.16-3*, the Newport Boulevard Southbound Ramps/West Coast Highway intersection does not pass the one percent test and thus requires further ICU analysis for forecast year 2014 with projects conditions.

Forecast Year 2014 Without Project Conditions Intersection Level of Service

Table 4.16-4, Forecast Year 2014 Without Project Conditions Intersection Level of Service summarizes forecast year 2014 without project conditions AM and PM peak hour LOS of the Newport Boulevard Southbound Ramps/West Coast Highway intersection.



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Forecast Year 2014 Without Project Conditions AM/PM Peak Hour Intersection Volumes

Exhibit 15

Table 4.16-4
Forecast Year 2014 Without Project Conditions Intersection Level of Service

INTERSECTION NUMBER	STUDY INTERSECTION	AM PEAK HOUR	PM PEAK HOUR
		V/C – LOS	V/C - LOS
1	Newport Blvd. SB Ramps/W. Coast Hwy.	**0.91 – E**	0.71 – C

Note: SB = southbound
Source: Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

As shown in *Table 4.16-4*, with the addition of trips associated with the City's list of approved projects, the Newport Boulevard Southbound Ramps/West Coast Highway study intersection is forecast to operate at a deficient LOS (LOS E or worse) for the AM peak hour for forecast year 2014 without project conditions according to City of Newport Beach performance criteria.

FORECAST CUMULATIVE WITHOUT PROJECT CONDITIONS

In addition to the forecast year 2014 scenario, the *TIA* analyzes a forecast cumulative scenario. Forecast cumulative without project conditions were derived by adding a range of individual cumulative projects to forecast year 2014 without project conditions. Forecast cumulative without project conditions are analyzed first to provide a baseline for project impacts.

Cumulative project trips were added from 11 other projects in the vicinity identified by City staff that are considered foreseeable, but have not yet been constructed and therefore are not currently generating trips. This section analyzes the impact of adding trips forecast to be generated by these 11 cumulative projects to forecast year 2014 without project conditions to reflect cumulative without project conditions. Cumulative project trip generation and trip distribution data was provided by the City staff for use in this analysis.

The City provided data for the following 11 forecast cumulative projects:

- Newport Beach Country Club;
- Mariner's Medical Arts;
- WPI-Newport, LLC;
- Banning Ranch;
- Sunset Ridge Park;
- Marina Park;
- Pres Office Building;
- Conexant/Koll Conceptual Plan;
- Aerie;
- Coast Community College District; and
- Newport Coast.

Forecast Cumulative Without Project Conditions Peak Hour Traffic Volumes

Exhibit 16, Forecast Cumulative Without Project Conditions AM/PM Peak Hour Intersection Volumes shows forecast cumulative without project conditions AM and PM peak hour volumes at the study intersections.

Forecast Cumulative Without Project Conditions Level of Service

Table 4.16-5, Forecast Cumulative Without Project Conditions AM/PM Peak Hour Intersection Level of Service summarizes forecast cumulative without project conditions AM and PM peak hour LOS of the study intersections.

Table 4.16-5
Forecast Cumulative Without Project Conditions AM/PM Peak Hour Intersection Level of Service

INTERSECTION NUMBER	STUDY INTERSECTION	AM PEAK HOUR V/C – LOS	PM PEAK HOUR V/C - LOS
1	Newport Blvd. SB Ramps/W. Coast Hwy.	**0.98 – E**	0.87 – D
2	Riverside Ave./W. Coast Hwy.	0.75 – C	0.80 – D
3	Tustin Ave./W. Coast Hwy.	0.75 – C	0.67 – B
4	Balboa Bay Dwy./W. Coast Hwy.	0.75 – C	0.81 – D
5	Dover Dr./W. Coast Hwy.	0.71 – C	0.83 – D
6	Bayside Dr./E. Coast Hwy.	0.67 – B	0.68 – B
7	Jamboree Rd./E. Coast Hwy.	0.67 – B	0.85 – D

Note: SB = southbound
Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

As shown in *Table 4.16-5*, with the addition of cumulative project-generated trips, the study intersections are forecast to operate at an acceptable LOS for forecast cumulative without project conditions according to City of Newport Beach performance criteria with the exception the Newport Boulevard Southbound Ramps/West Coast Highway study intersection during the AM peak hour.

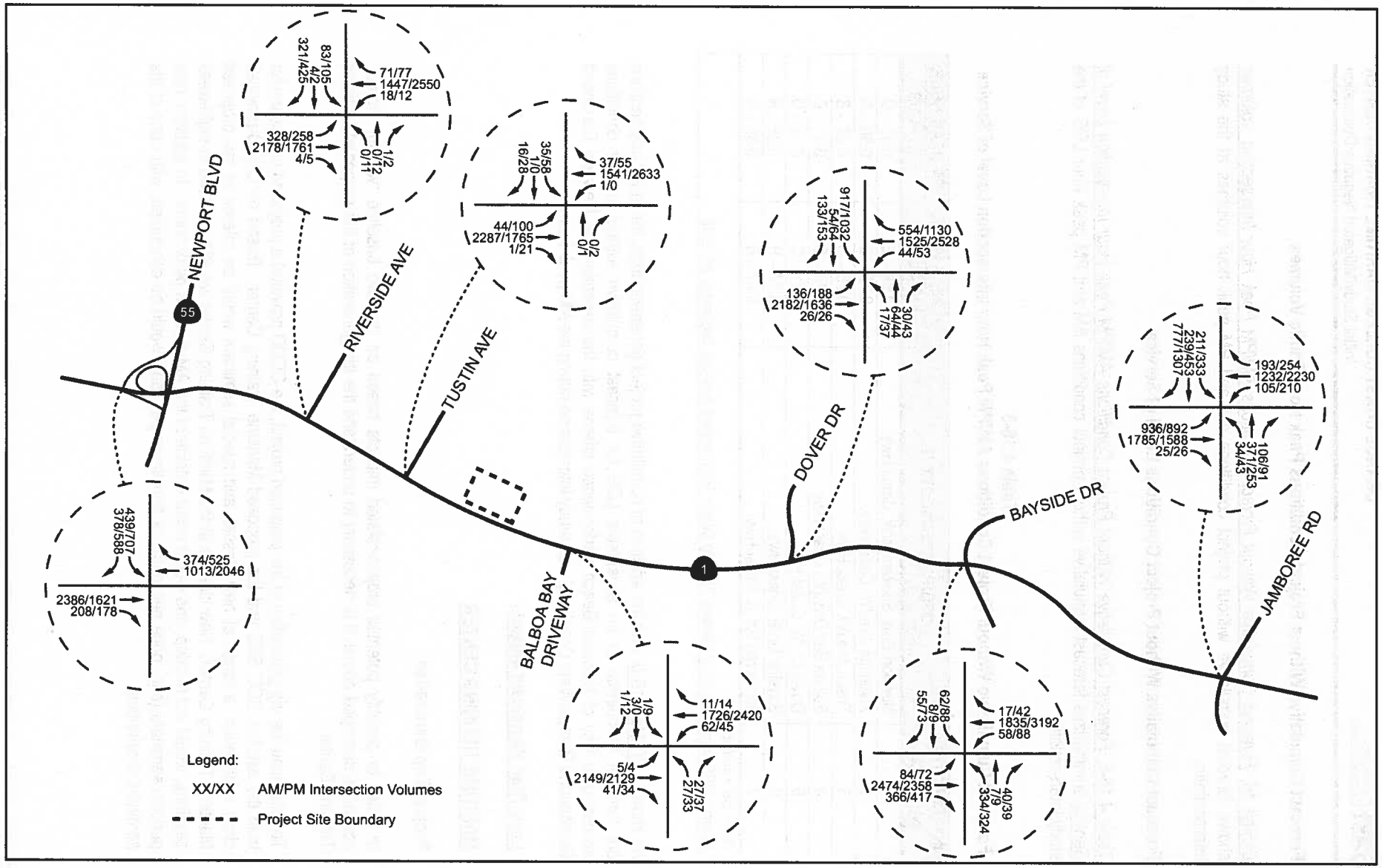
Less Than Significant Impact.

MARITIME TRAINING CENTER

Project Trip Generation

In order to quantify potential project-related impacts based on the two baseline "without project" scenarios described above, it is necessary to understand the trip generation of the proposed Maritime Training Center.

To determine the trip generation of the proposed project, the CCCD provided a projected curriculum for both the existing OCC SSS and the proposed Maritime Training Center. Based on CCCD-provided class information, a range of new classes and special seminars would be offered at the proposed Maritime Training Center. New classes at the Maritime Training Center would be offered in eight-week sessions, would not overlap, and would occur outside of the AM and PM peak hours. In addition, new periodic seminars (e.g., once per month or four times per year) would be conducted, with none of the seminars overlapping.



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Forecast Cumulative Without Project Conditions AM/PM Peak Hour Intersection Volumes

Exhibit 16

Therefore, the *TIA* conservatively assumes the daily peak hour trip generation of the proposed project is based on the new class/seminar with the highest number of students (24 students) plus one instructor even though the new 24-student class is only planned to occur four times per year, rather than on a daily basis. Similarly, the *TIA* conservatively assumes the average daily trip (ADT) generation of the proposed project is based on trips forecast to be generated in the AM and PM peak hours plus the trips forecast to be generated by a new evening seminar with the highest number of students (80 students) plus one instructor even though the new 80-student seminar is only planned to occur approximately once a month, rather than on a daily basis. The proposed project will not require additional administrative staff since existing administrative staff at the OCC SSS is adequate to cover the Maritime Training Center. In addition, the CCCD does not plan to use the two new classroom facilities and new lecture hall at the same time.

Table 4.16-6, Proposed Project Trip Generation shows the conservative AM peak hour, PM peak hour, and daily trip generation of the proposed project.

Table 4.16-6
Proposed Project Trip Generation

AM PEAK HOUR			PM PEAK HOUR			DAILY
IN	OUT	TOTAL	IN	OUT	TOTAL	TRIPS
25	0	25	0	25	25	212

Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

As shown in *Table 4.16-6*, the proposed project is forecast to generate 212 daily trips, which includes 25 AM peak hour trips and 25 PM peak hour trips.

Project Trip Distribution and Assignment

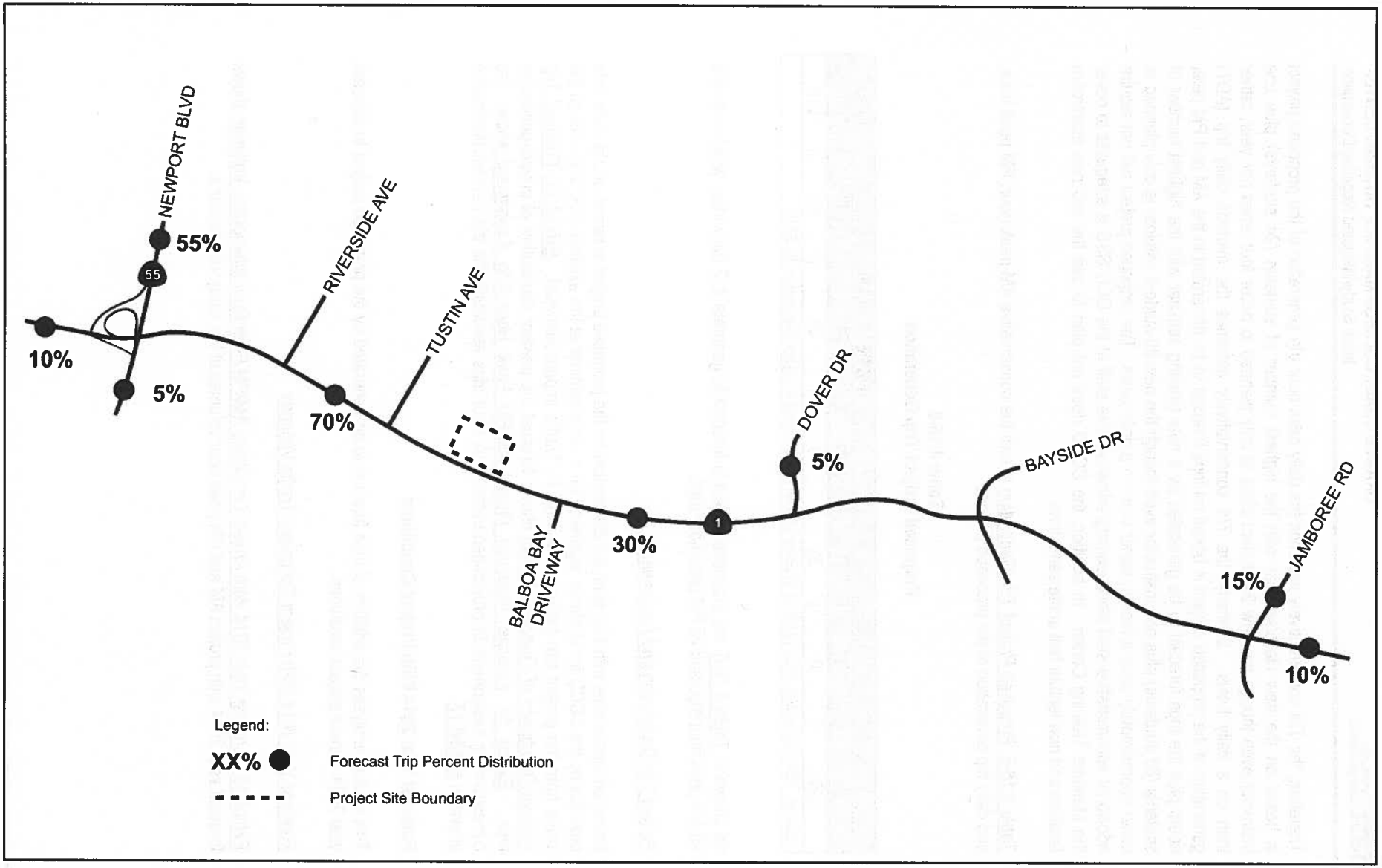
Based on discussions with City staff, trip distribution for the proposed project is based on zip code data provided by the CCCD for students registered for a class/seminar at the existing OCC SSS across the street from the project site (refer to Appendix F, Traffic Impact Analysis). *Exhibit 17, Forecast Trip Percent Distribution of Proposed Project* shows forecast trip percent distribution of project-generated trips. *Exhibit 18, Forecast Proposed Project AM/PM Peak Hour Trip Assignment* shows the corresponding assignment of project-generated peak hour trips assuming the trip percent distribution shown in *Exhibit 17*.

Forecast Year 2014 With Project Conditions

This section analyzes the addition of trips forecast to be generated by the proposed project to forecast year 2014 without project conditions.

Forecast Year 2014 With Project Conditions Traffic Volumes

Exhibit 19, Forecast Year 2014 With Project Conditions AM/PM Peak Hour Intersection Volumes shows forecast year 2014 with project AM and PM peak hour volumes at the study intersections.



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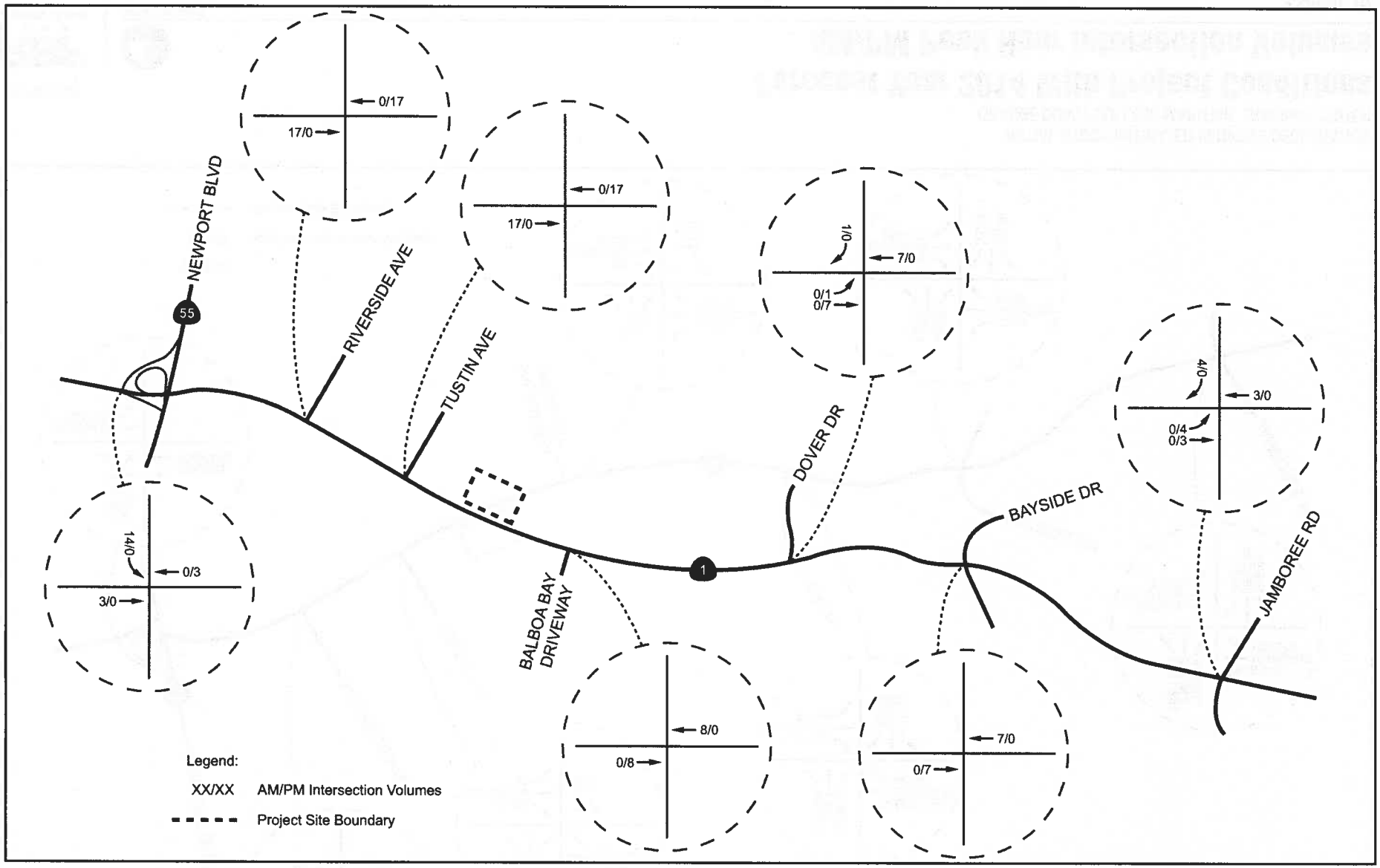
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Forecast Trip Percent Distribution of Proposed Project

Exhibit 17



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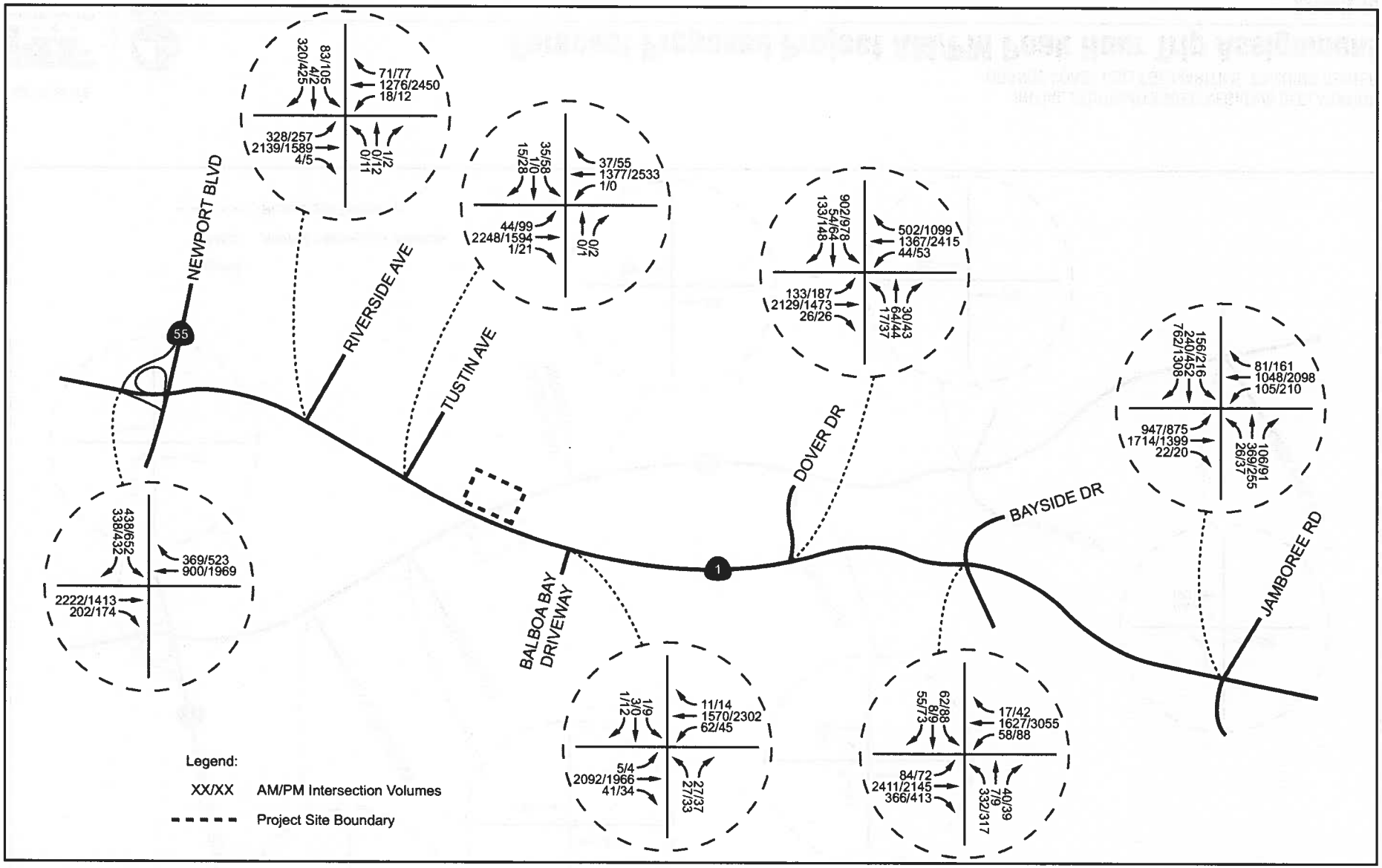
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Forecast Proposed Project AM/PM Peak Hour Trip Assignment

Exhibit 18



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Forecast Year 2014 With Project Conditions AM/PM Peak Hour Intersection Volumes

Exhibit 19

Forecast Year 2014 With Project Conditions Intersection Level of Service

Table 4.16-7, Forecast Year 2014 With Project Conditions AM and PM Peak Hour Level of Service summarizes forecast year 2014 with project conditions AM peak hour and PM peak hour LOS of the one study intersection requiring ICU analysis after application of the TPO one percent analysis.

Table 4.16-7
Forecast Year 2014 With Project Conditions AM and PM Peak Hour Level of Service

INTERSECTION NUMBER	STUDY INTERSECTION	FORECAST YEAR 2014 WITHOUT PROJECT CONDITIONS		FORECAST YEAR 2014 WITH PROJECT CONDITIONS		INCREASE IN V/C?		SIGNIFICANT IMPACT?
		AM PEAK HOUR	PM PEAK HOUR	AM PEAK HOUR	PM PEAK HOUR			
		V/C - LOS	V/C - LOS	V/C - LOS	V/C - LOS	AM	PM	
1	Newport Blvd. SB Ramps/W. Coast Hwy.	**0.91 – E**	0.71 – C	**0.91 – E**	0.71 – C	0.00	0.00	No

Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

As shown in *Table 4.16-7*, with the addition of project-generated trips, the Newport Boulevard southbound ramps/West Coast Highway study intersection is forecast to continue to operate at a deficient LOS (LOS E or worse) for the AM peak hour for forecast year 2014 with project conditions according to City performance criteria.

As also shown in *Table 4.16-7*, based on City-established thresholds of significance, the addition of project-generated trips is forecast to result in no significant TPO impact at the study intersection for forecast year 2014 with project conditions.

Forecast Cumulative With Project Conditions

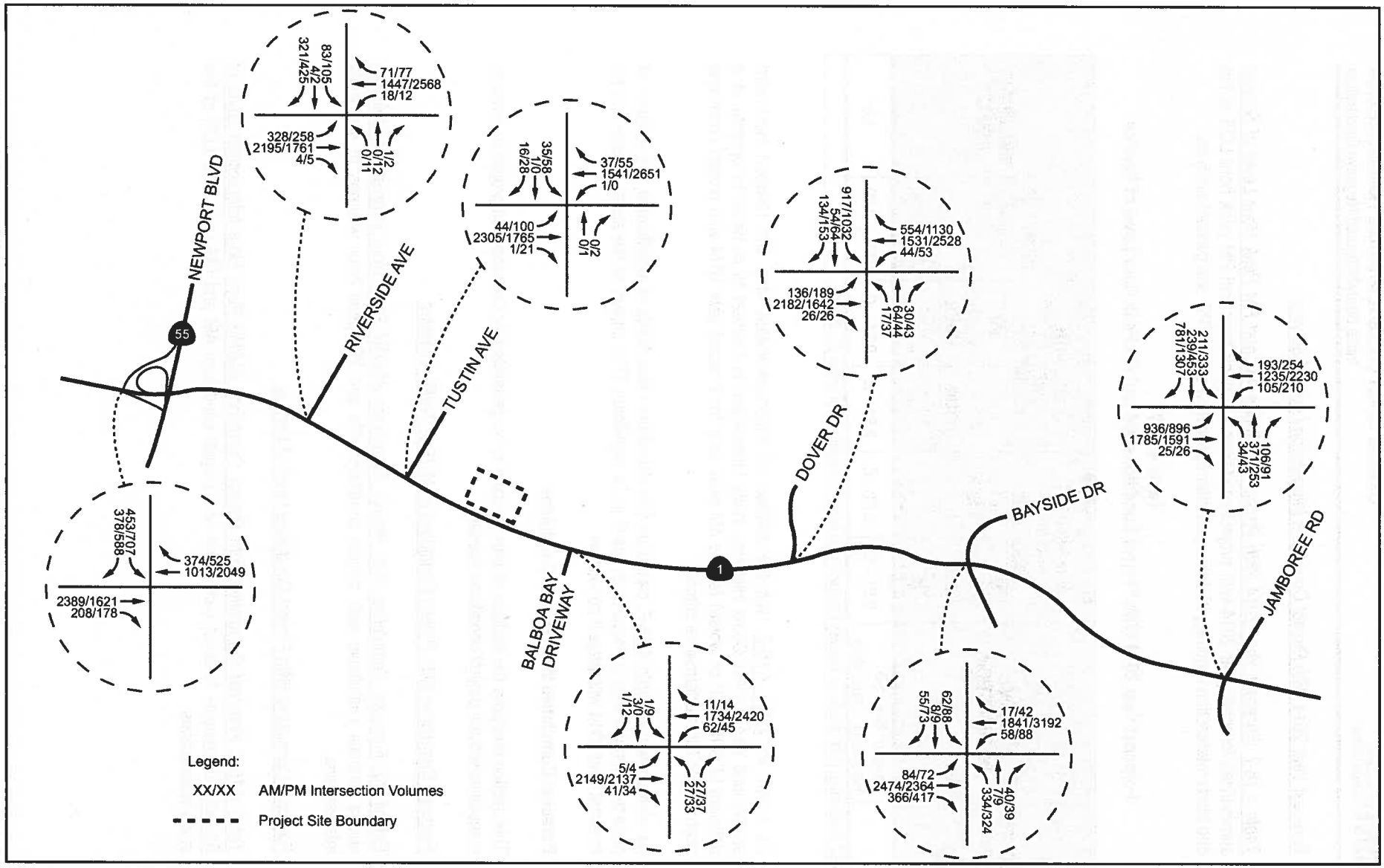
This section analyzes the addition of trips forecast to be generated by the proposed project to forecast cumulative without project conditions scenario.

Forecast Cumulative With Project Conditions Peak Hour Traffic Volumes

Exhibit 20, Forecast Cumulative With Project Conditions AM/PM Peak Hour Intersection Volumes shows forecast cumulative with project conditions AM and PM peak hour volumes at the study intersections.

Forecast Cumulative With Project Conditions Level of Service

Table 4.16-8, Forecast Cumulative With Project Conditions AM/PM Peak Hour Intersection Level of Service summarizes forecast cumulative with project conditions AM and PM peak hour LOS of the study intersections.



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Forecast Cumulative With Project Conditions AM/PM Peak Hour Intersection Volumes

Exhibit 20

Table 4.16-8
Forecast Cumulative With Project Conditions AM/PM Peak Hour Intersection Level of Service

Int. No.	Study Intersection	Forecast Cumulative Without Project Conditions		Forecast Cumulative With Project Conditions		Increase in V/C		Significant Impact?
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour			
		V/C – LOS	V/C – LOS	V/C – LOS	V/C – LOS	AM	PM	
1	Newport Blvd. SB Ramps/W. Coast Hwy.	**0.98 – E**	0.87 – D	**0.98 – E**	0.87 – D	0.00	0.00	No
2	Riverside Ave./W. Coast Hwy.	0.75 – C	0.80 – D	0.75 – C	0.81 – D	0.00	0.01	No
3	Tustin Ave./W. Coast Hwy.	0.75 – C	0.67 – B	0.75 – C	0.67 – B	0.00	0.00	No
4	Balboa Bay Dwy./W. Coast Hwy.	0.75 – C	0.81 – D	0.75 – C	0.81 – D	0.00	0.00	No
5	Dover Dr./W. Coast Hwy.	0.71 – C	0.83 – D	0.71 – C	0.83 – D	0.00	0.00	No
6	Bayside Dr./E. Coast Hwy.	0.67 – B	0.68 – B	0.67 – B	0.68 – B	0.00	0.00	No
7	Jamboree Rd./E. Coast Hwy.	0.67 – B	0.85 – D	0.67 – B	0.85 – D	0.00	0.00	No

Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

As shown in *Table 4.16-8*, with the addition of proposed project-generated trips, the study intersections are forecast to continue to operate at an acceptable LOS for forecast cumulative with project conditions according to City performance criteria with the exception of the Newport Boulevard southbound ramps/West Coast Highway study intersection during the AM peak hour.

As also shown in *Table 4.16-8*, based on City-established thresholds of significance, the addition of project-generated trips is forecast to result in no significant impacts to the study intersections for forecast cumulative with project conditions.

State Highway Analysis

This section evaluates the forecast impact of project-generated trips at the following State Highway study intersections:

- Newport Boulevard Southbound Ramps/West Coast Highway;
- Riverside Avenue/West Coast Highway;
- Tustin Avenue/West Coast Highway;
- Dover Drive/West Coast Highway; and
- Bayside Drive/East Coast Highway.

State Highway Intersection Analysis Methodology

The California Department of Transportation (Caltrans) advocates use of Highway Capacity Manual (HCM) intersection analysis methodology to analyze the operation of signalized intersections. The HCM analysis methodology describes the operation of an intersection using a range of LOS from LOS A (free-flow conditions) to LOS F (severely congested conditions), based on the corresponding stopped delay experienced per vehicle as shown in *Table 4.16-9, State Highway LOS and Delay Ranges*.

Table 4.16-9
State Highway LOS and Delay Ranges

LOS	DELAY (IN SECONDS) SIGNALIZED INTERSECTIONS
A	≤ 10.0
B	> 10.0 to ≤ 20.0
C	> 20.0 to ≤ 35.0
D	> 35.0 to ≤ 55.0
E	> 55.0 to ≤ 80.0
F	> 80.0

Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

Level of service is based on the average stopped delay per vehicle for all movements of signalized intersections. The Caltrans target for peak hour intersection operation is LOS C or better.

State Highway Intersection Thresholds of Significance

While Caltrans has not established traffic thresholds of significance at State Highway intersections, this traffic analysis utilizes the following traffic threshold of significance:

- A significant project impact occurs at a State Highway study intersection when the addition of project-generated trips causes the peak hour level of service of the study intersection to change from acceptable operation (LOS A, B, or C) to deficient operation (LOS D, E or F).

State Highway Existing Conditions

Table 4.16-10, State Highway Existing Conditions AM and PM Peak Hour Intersection Level of Service summarizes existing AM peak hour and PM peak hour LOS of the State Highway study intersections.

Table 4.16-10
State Highway Existing Conditions AM and PM Peak Hour Intersection Level of Service

INTERSECTION NUMBER	STUDY INTERSECTION	AM PEAK HOUR DELAY – LOS	PM PEAK HOUR DELAY - LOS
1	Newport Blvd. SB Ramps/W. Coast Hwy.	15.6 – B	18.0 – B
2	Riverside Ave./W. Coast Hwy.	12.3 – B	16.0 – B
3	Tustin Ave./W. Coast Hwy.	3.4 – A	6.4 – A
4	Balboa Bay Dwy./W. Coast Hwy.	4.5 – A	4.7 – A
5	Dover Dr./W. Coast Hwy.	20.6 – C	22.1 – C
6	Bayside Dr./E. Coast Hwy.	12.2 – B	12.6 – B
7	Jamboree Rd./E. Coast Hwy.	27.3 – C	28.2 – C

Note: SB = southbound
Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

As shown in *Table 4.16-10*, the State Highway study intersections are currently operating at a acceptable LOS (LOS C or better) according to Caltrans performance criteria.

State Highway Forecast Cumulative Without Project Conditions

Table 4.16-11, State Highway Forecast Cumulative Without Project Conditions AM and PM Peak Hour Intersection Level of Service summarizes forecast cumulative without project conditions AM peak hour and PM peak hour LOS of the State Highway study intersections.

Table 4.16-11
State Highway Forecast Cumulative Without Project Conditions
AM and PM Peak Hour Intersection Level of Service

INTERSECTION NUMBER	STUDY INTERSECTION	AM PEAK HOUR DELAY – LOS	PM PEAK HOUR DELAY - LOS
1	Newport Blvd. SB Ramps/W. Coast Hwy.	24.2 – C	24.2 – C
2	Riverside Ave./W. Coast Hwy.	12.9 – B	16.9 – B
3	Tustin Ave./W. Coast Hwy.	3.8 – A	6.6 – A
4	Balboa Bay Dwy./W. Coast Hwy.	5.0 – A	5.7 – A
5	Dover Dr./W. Coast Hwy.	21.3 – C	24.6 – C
6	Bayside Dr./E. Coast Hwy.	14.3 – B	15.3 – B
7	Jamboree Rd./E. Coast Hwy.	29.1 – C	32.8 – C

Note: SB = southbound
Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

As shown in *Table 4.16-11*, the State Highway study intersections are forecast to operate at an acceptable LOS (LOS C or better) according to Caltrans performance criteria for forecast cumulative without project conditions.

State Highway Forecast Cumulative With Project Conditions

Table 4.16-12, State Highway Forecast Cumulative With Project Conditions AM and PM Peak Hour Intersection Level of Service summarizes forecast cumulative with project conditions AM peak hour and PM peak hour LOS of the State Highway study intersections.

Table 4.16-12
State Highway Forecast Cumulative With Project Conditions
AM & PM Peak Hour Intersection Level of Service

INTERSECTION NUMBER	STUDY INTERSECTION	FORECAST CUMULATIVE WITHOUT PROJECT CONDITIONS		FORECAST CUMULATIVE WITH PROJECT CONDITIONS		SIGNIFICANT IMPACT?
		AM PEAK HOUR DELAY – LOS	PM PEAK HOUR DELAY – LOS	AM PEAK HOUR DELAY – LOS	PM PEAK HOUR DELAY - LOS	
1	Newport Blvd. SB Ramps/W. Coast Hwy.	24.2 – C	24.2 – C	24.3 – C	24.2 – C	No
2	Riverside Ave./W. Coast Hwy.	12.9 – B	16.9 – B	12.9 – B	17.0 – B	No
3	Tustin Ave./W. Coast Hwy.	3.8 – A	6.6 – A	3.8 – A	6.6 – A	No
4	Balboa Bay Dwy./W. Coast Hwy.	5.0 – A	5.7 – A	5.0 – A	5.8 – A	No
5	Dover Dr./W. Coast Hwy.	21.3 – C	24.6 – C	21.3 – C	24.6 – C	No
6	Bayside Dr./E. Coast Hwy.	14.3 – B	15.3 – B	14.2 – B	15.3 – B	No
7	Jamboree Rd./E. Coast Hwy.	29.1 – C	32.8 – C	29.1 – C	32.9 – C	No

Note: SB = southbound
Source: RBF Consulting, *OCC Maritime Training Center Traffic Impact Analysis*, September 20, 2010.

As shown in *Table 4.6-12*, with the addition of project-generated trips, the State Highway study intersections are forecast to operate at an acceptable LOS (LOS C or better) according to Caltrans performance criteria for forecast cumulative with project conditions.

As also shown in *Table 4.6-12*, the addition of project-generated trips is forecast to result in no significant impacts at the State Highway study intersections for forecast cumulative with project conditions.

Construction Traffic Analysis

Construction of the proposed project is anticipated to occur during 2012 to 2013. This assessment quantifies the projected construction-related traffic and assesses the likelihood of its potential impacts during the approximate 18-month construction period.

Temporary Construction Effects

The existing roadway configuration along West Coast Highway in the vicinity of the proposed project site has been altered as a result of the ongoing OCSD RPPS construction process (anticipated to be complete in June 2011). Upon completion of construction of the RPPS, the pavement delineation will be restored to its permanent condition. In the vicinity of the project site, this West Coast Highway delineation is expected to consist of two 11-foot through lanes, an 11-foot parking lane, and an 8-foot sidewalk in the eastbound direction. Westbound traffic will be separated from eastbound traffic by a 12-foot two-way left turn lane and will provide one 12-foot through lane, one 28-foot through lane and a 7-foot sidewalk. Thus, it is assumed that this delineation would be the existing condition when the proposed pedestrian overcrossing bridge is constructed (anticipated to occur in 2012). Staging of traffic would be required along West Coast Highway to maintain existing lanes while bridge footings and supports are constructed.

Bridge construction would occur in two stages, with the north footing/support being constructed first and the south footing/support constructed second. During the first stage, the north footing/support would be constructed with set-up of the drill rig on the existing Maritime Training Center site on the north side of West Coast Highway. The north sidewalk would be reduced to a five-foot width and K-rail placed between pedestrians and the construction area. Construction of the north elevator, stairway, and landing could be completed at this time also or following completion of the footings and erection of the steel truss.

The second phase of bridge construction (south footing/support) would require placement of a drill rig within the existing West Coast Highway travel way. The drilling equipment would require approximately 35 feet of temporary disturbance area within West Coast Highway from the centerline of the column. Thus, a temporary reconfiguration of lanes along West Coast Highway would be necessary to provide for access and operation of construction equipment. This configuration is expected to include two 12-foot through lanes, a 2-foot right shoulder, and a 5-foot sidewalk in the westbound direction, and two 12-foot through lanes, a 2-foot right shoulder, and a 5-foot sidewalk will be provided in the eastbound direction. Eastbound and westbound travel ways will be separated by a one-foot painted median.

On-site assembly of the truss and crane staging for the erection of the bridge truss would be accommodated on the proposed Maritime Training Center site on the inland side of West Coast Highway. A nighttime closure of West Coast Highway to allow placement of the truss on the completed columns would be required.

Construction-Related Trips

The maximum number of construction worker trips per day is expected to be 20 trips. This assessment conservatively assumes 10 inbound AM peak hour trips since the typical construction schedule calls for employees to arrive at the project construction site by 7:00 AM, which precedes the AM peak hour; the typical construction schedule also calls for employees to leave the project construction site between 3:00 and 3:30 PM which precedes the PM peak hour. Because the construction workers commute to and from the project construction site outside of the AM and PM peak hours, the potential impact of the construction employee trips is negligible.

The trip generation of other construction vehicles is generally related to delivery vehicle trips, which would occur on a random basis throughout the site's construction hours. On a typical daily basis, such trips could overlap the AM peak hour of the roadways. However, given the conclusion that even with the addition of background traffic projections and full project occupancy (which is more than twice the amount of construction-generated trips) and no significant impacts were identified within the study area, the same conclusion can be anticipated during construction. Also, since construction is actually two years earlier than the TPO analysis of year 2014 and therefore includes extra traffic due to application of the one percent annual growth rate, it can be concluded that applicable capacity criteria would not be exceeded due to consideration of the construction vehicle operation.

Conclusion

Although the project would require a temporary reconfiguration of the pavement delineation along West Coast Highway and an overnight closure of traffic for bridge truss installation, any such lane reconfiguration of closure would be subject to a Traffic Management Plan (TMP) and construction detour plan to be developed in consultation with Caltrans and the City of Newport Beach. The construction detour plan and TMP would be prepared as part of final plans, specifications, and estimates (PS&E). In addition, based on the negligible number of construction-related trips anticipated to occur as part of the project, it is not expected that the any applicable roadway capacity criteria would be exceeded during the temporary construction process. Upon implementation of Mitigation Measure HAZ-3 (preparation of a TMP), impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge over West Coast Highway would support activities at the proposed Maritime Training Center. The proposed pedestrian bridge itself would not have the capacity to generate vehicle trips. Refer to the analysis above for the Maritime Training Center, which considers potential traffic impacts associated with the project as a whole (including short-term construction impacts). Thus, impacts related to the bridge would be less than significant.

Mitigation Measures: No mitigation is required.

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

No Impact.

MARITIME TRAINING CENTER

The *CMP* is intended to reduce traffic congestion and provide a mechanism for coordinating land use and development decisions throughout Orange County. The *CMP* states that if a project generating 1,600 or more trips/day will directly access, or is in close proximity to, a *CMP* Highway System link, a

CMP traffic impact analysis is required. The proposed project is forecast to generate 212 trips per day; therefore, no *CMP* traffic impact analysis is required for the proposed Maritime Training Center, and no impacts would occur in this regard.

PEDESTRIAN BRIDGE

As a facility that would facilitate safe and convenient access over West Coast Highway, the proposed pedestrian bridge would not generate any traffic beyond the 212 trips per day identified above. No impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

c) ***Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?***

No Impact.

MARITIME TRAINING CENTER

The nearest airport to the project site is the John Wayne Airport, located approximately four miles to the northeast. Due to distance, it is anticipated that implementation of the proposed project would not result in any change in air traffic patterns or levels. Therefore, no impact would occur.

PEDESTRIAN BRIDGE

As stated above, the nearest airport to the project site is the John Wayne Airport, located approximately four miles to the northeast. Due to distance, it is anticipated that implementation of the proposed project would not result in any change in air traffic patterns or levels. Therefore, no impact would occur.

Mitigation Measures: No mitigation is required.

d) ***Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?***

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

The proposed Maritime Training Center would be located along the northern side of West Coast Highway, which was previously developed with commercial/retail uses. Access to the site would be provided via two driveways along West Coast Highway. Given the scale and location of the proposed Maritime Training Center, the proposed project would not include any dangerous design features, curves, or intersections. The facility would not involve the construction of any incompatible uses or use of dangerous equipment. In addition, construction of the proposed Maritime Training Center would not affect traffic along West Coast Highway since curb, gutter, and sidewalk improvements would be performed as part of the OCSD's RPSS project. Impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

During the short-term construction process for the pedestrian bridge, temporary lane closures along both sides of West Coast Highway would be required in order to construct the bridge footings. The bridge footings would be installed adjacent to (but outside of) Caltrans right-of-way. As part of the construction process, the CCCD would be required to obtain an encroachment permit from Caltrans for

construction activities affecting West Coast Highway. In addition, Mitigation Measure HAZ-3 would require that the CCCD prepare a Traffic Management Plan (TMP) to minimize potential traffic hazards related to bridge construction. The TMP would require that adequate lane closure signage is provided and that heavy equipment access to the site is properly controlled. In addition, any impacts associated with the construction process would be short-term in nature and would cease upon completion of the project. Thus, short-term construction related impacts as part of the pedestrian bridge would be less than significant upon implementation of Mitigation Measure HAZ-3.

During long-term operations, the proposed pedestrian bridge would provide a safe, convenient pedestrian connection between both sides of West Coast Highway. The bridge would be designed in accordance with Caltrans standards and would result in a beneficial impact to pedestrian safety. Thus, long-term operational impacts would not occur.

Mitigation Measures:

MARITIME TRAINING CENTER

No mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure HAZ-3. No additional mitigation is required.

e) Result in inadequate emergency access?

Less Than Significant Impact With Mitigation Incorporated.

MARITIME TRAINING CENTER

As stated above in Response 4.16(d), access to the Maritime Training Center site would be provided via two driveways along West Coast Highway. Driveways and fire lanes would be required to meet standards imposed by the Newport Beach Fire Department. In addition, construction of the proposed Maritime Training Center would not affect traffic along West Coast Highway since curb, gutter, and sidewalk improvements would be performed as part of the OCSD's RPSS project. Upon adherence to Fire Department requirements, impacts are anticipated to be less than significant.

PEDESTRIAN BRIDGE

As stated above in Response 4.16(d), the short-term construction process for the proposed pedestrian bridge would require temporary lane closures along both sides of West Coast Highway. Traffic delays created by the proposed project could result in potential impacts related to emergency access. However, Mitigation Measure HAZ-3 would require that the CCCD prepare a TMP to minimize potential emergency access issues related to bridge construction. The TMP would require that adequate lane closure signage is provided and that heavy equipment access to the site is properly controlled. In addition, any impacts associated with the construction process would be short-term in nature and would cease upon completion of the proposed project. Thus, short-term construction related impacts as part of the proposed pedestrian bridge would be less than significant upon implementation of Mitigation Measure HAZ-3.

During long-term operations, the proposed pedestrian bridge would not affect emergency access along West Coast Highway, since it would provide an elevated connection between the proposed Maritime Training Center and the existing OCC SSS. Long-term operational impacts would not occur.

Mitigation Measures:

MARITIME TRAINING CENTER

No mitigation is required.

PEDESTRIAN BRIDGE

Refer to Mitigation Measure HAZ-3. No additional mitigation is required.

f) ***Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?***

No Impact.

MARITIME TRAINING CENTER

As stated above in Response 4.16(a), the proposed Maritime Training Center would not result in substantive long-term operational traffic. The facility does not include any components that would conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, and it would not otherwise decrease the performance or safety of such facilities. Thus, no impacts would occur.

PEDESTRIAN BRIDGE

Implementation of the proposed pedestrian bridge would result in a beneficial impact since it would provide for a safe, convenient, publicly-accessible crossing over West Coast Highway. The bridge does not include any components that would conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, and it would not otherwise decrease the performance or safety of such facilities. Thus, no impacts would occur.

Mitigation Measures: No mitigation is required.

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4.17 UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			✓	
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✓	
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
g. Comply with federal, state, and local statutes and regulations related to solid waste?			✓	
h. Would the project include a new or retrofitted storm water treatment control Best Management Practice (BMP) (e.g. water quality treatment basin, constructed treatment wetlands), the operation of which could result in significant environmental effects (e.g. increased vectors and odors)?				✓

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact.

MARITIME TRAINING CENTER

Wastewater collection within the site vicinity is provided by the City of Newport Beach, while wastewater treatment is provided by the Orange County Sanitation District (OCSD). The OCSD is responsible for safely collecting, treating, and disposing the wastewater generated by users in its service area, which include most areas within central and northwest Orange County. The two sewage water treatment plants operated by the OSCD include Treatment Plant No. 2 in Huntington Beach and Reclamation Plant No. 1 in Fountain Valley. The majority of the City's sewage flow, including the site vicinity, is pumped to the OCSD Plant No. 2.[36] Treatment Plant No. 2 maintains a design capacity of 276 MGD and receives an estimated average flow of 129 MGD.[37] Thus, Treatment Plant No. 2 has approximately 53 percent capacity remaining.

[36] EIP Associates, *City of Newport Beach General Plan Final EIR*, July 2006.
[37] Orange County Sanitation District website, www.ocsd.com/civica/filebank/blobdload.asp?BlobID=1700, accessed July 8, 2010.

The OCSD is responsible for meeting all State and Federal wastewater treatment requirements. As part of any new development project, the OCSD would charge a standard sewer connection fee that would assist OCSD in ensuring that sufficient capacity is available and that the wastewater treatment requirements of the Santa Ana RWQCB are met. In addition, the proposed Maritime Training Center is intended to serve as an expanded space to continue with its existing curriculum, rather than a facility that would spur substantial additional usage. Thus, impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would support operations at the proposed Maritime Training Center and would not have the capacity to generate wastewater. Thus, no impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

b) ***Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

Less Than Significant Impact.

MARITIME TRAINING CENTER

The Maritime Training Center site was previously developed with commercial/retail uses. Both water and wastewater infrastructure currently exist within West Coast Highway, and only minor ancillary connections would be required to serve the proposed facility. Given the scope and nature of the facility, it is not anticipated that any water or wastewater facilities would be required to serve the project that would result in a significant environmental effect. As stated above in Response 4.17(a), OCSD has adequate capacity to accommodate the Maritime Training Center and new wastewater treatment facilities would not be required. Refer to Response 4.17(d), below, for a discussion of water infrastructure. Impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would support operations at the proposed Maritime Training Center and would not have the capacity to increase demand for water or wastewater facilities. Thus, no impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

c) ***Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

Less Than Significant Impact.

MARITIME TRAINING CENTER

The proposed Maritime Training Center site is completely disturbed. Historically, the site has been developed and primarily consisted of impervious surfaces; however, the OCSD is currently using the site as a construction staging area for their RPPS project. The proposed facility would be equipped with an on-site stormwater drainage system that would direct stormwater to existing regional drainage facilities within West Coast Highway. In addition, as stated in Response 4.9(a), the project would include various Best Management Practices (BMPs) to minimize potential water quality impacts. These

BMPs would result in a long-term beneficial impact, and the construction of these facilities is not anticipated to result in significant environmental effects.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would support operations at the proposed Maritime Training Center and would not have the capacity to result in a substantial increase in stormwater runoff. Thus, impacts in this regard would be less than significant.

Mitigation Measures: No mitigation is required.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Less Than Significant Impact.

MARITIME TRAINING CENTER

Water service to the project area is provided by the City of Newport Beach, and existing City distribution facilities are located within West Coast Highway. Approximately 75 percent of the City's water supply is composed of groundwater from the Orange County Groundwater Basin, while the remainder is imported water from the Metropolitan Water District of Southern California (MWD). Based on water supply and demand projections contained in the City's *2005 Urban Water Management Plan* (*UWMP*), the City has adequate water supply for its service area through 2030; refer to *Table 4.17-1, UWMP Water Supply and Demand*.

Table 4.17-1
UWMP Water Supply and Demand

SOURCE	2005(AF)	2010 (AF)	2015 (AF)	2020 (AF)	2025 (AF)	2030 (AF)
MWDOC	6,404	5,758	6,157	6,362	6,226	6,256
OCWD	11,927	13,590	14,921	14,778	14,990	14,960
Recycled Water	317	444	478	500	500	500
TOTAL	**18,648**	**19,792**	**21,556**	**21,640**	**21,716**	**21,716**
DEMAND	**18,648**	**19,792**	**21,556**	**21,640**	**21,716**	**21,716**

MWDOC = Municipal Water District of Orange County
OCWD = Orange County Water District
AF = acre feet
Source: Brown and Caldwell, *City of Newport Beach Urban Water Management Plan*, December 2005.

As shown above in *Table 4.17-1*, the City is anticipated to have adequate water supplies for growth and development through 2030, and would be able to accommodate the proposed Maritime Training Center. In addition, the proposed Maritime Training Center is intended to serve as an expanded space to continue with its existing curriculum, rather than a facility that would spur substantial additional usage and water consumption. Thus, impacts in this regard would be less than significant.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would support operations at the proposed Maritime Training Center and would not have the capacity to increase consumption of water. Thus, no impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

e) ***Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?***

Less Than Significant Impact.

MARITIME TRAINING CENTER

Refer to Responses 4.17(a) and 4.17(b), above. The OCSD is anticipated to have adequate capacity to accommodate the proposed Maritime Training Center. Impacts would be less than significant.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would support operations at the proposed Maritime Training Center and would not have the capacity to increase the generation of wastewater. Thus, no impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

f) ***Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?***

Less Than Significant Impact.

MARITIME TRAINING CENTER

The proposed Maritime Training Center may result in an increase in solid waste generation beyond existing conditions. The majority of commercial solid waste generated in the City is collected by private waste haulers and transported to a City-owned transfer station. Refuse is consolidated and transported to a materials recovery facility where recyclable materials are sorted from refuse by machines and other methods. The remaining solid waste is then taken to the Frank R. Bowerman Sanitary Landfill within the City of Irvine.[38]

The Frank R. Bowerman Landfill has a total permitted capacity of 127,000,000 cubic yards, and an estimated remaining capacity of 59,411,872 cubic yards (46.8 percent remaining).[39] Analysis provided within the City's *General Plan EIR* (which was performed before a recent expansion of the Frank R. Bowerman Landfill), found that development occurring under the *General Plan* would not exceed capacity of the landfill. The *General Plan EIR* concluded that solid waste generated within the City would represent approximately 0.68 percent of the amount of waste the landfill is permitted to accept on an annual basis. Given the scale of the proposed facility and that is intended to serve as an expanded space to continue with its existing operations plus a minimal number of new classes/seminars, impacts in regards to solid waste generation would be less than significant.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would support operations at the proposed Maritime Training Center and would not have the capacity to increase the generation of solid waste. Thus, no impacts would occur in this regard.

[38] EIP Associates, *City of Newport Beach General Plan Final EIR*, July 2006.
[39] CalRecycle website, http://www.calrecycle.ca.gov/profiles/Facility/Landfill/LFProfile1.asp?COID=30&FACID=30-AB-0360, accessed July 8, 2010.

Mitigation Measures: No mitigation is required.

g) Comply with federal, state, and local statutes and regulations related to solid waste?

No Impact.

MARITIME TRAINING CENTER

The proposed Maritime Training Center would comply with all Federal, State, and local statutes and regulations related to solid waste, including the California Integrated Waste Management Act and City recycling programs. No impacts would occur in this regard.

PEDESTRIAN BRIDGE

The proposed pedestrian bridge would support operations at the proposed Maritime Training Center and would not have the capacity to increase the generation of solid waste. Thus, no impacts would occur in this regard.

Mitigation Measures: No mitigation is required.

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4.18 MANDATORY FINDINGS OF SIGNIFICANCE

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		✓		
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?		✓		
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		✓		

a) ***Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?***

Less Than Significant Impact With Mitigation Incorporated. As shown within Section 4.4, Biological Resources, the proposed project does not have the potential to result in impacts to plant or animal species due to the developed and urbanized nature of the project area.

As described within Section 4.5, Cultural Resources, there is a potential to encounter paleontological resources in the project area. Thus, Mitigation Measure CUL-2 has been provided to minimize impacts to less than significant levels. In addition, in the anticipated event archaeological resources or human remains are encountered during construction, Mitigation Measures CUL-1 and CUL-3 would be required and impacts would be less than significant. With implementation of recommended mitigation, the project is not anticipated to eliminate important examples of the major periods of California history or prehistory. Impacts in this regard would be less than significant.

b) ***Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?***

Less Than Significant Impact With Mitigation Incorporated. The proposed project would implement an educational facility and a pedestrian bridge to provide connectivity to the existing OCC SSS. The proposed project would not result in the construction of any new housing or other uses that are expected to result in substantial population growth. Information regarding cumulative projects in the

City of Newport Beach was obtained through City staff. The City identified a total of 28 projects that are either approved but not yet constructed, or considered a foreseeable development:

- 1401 Dove Street;
- 2300 Newport Boulevard;
- 328 Old Newport Medical Office.
- Aerie;
- Banning Ranch;
- Conexant/Koll Conceptual Plan;
- Coast Community College District;
- Corporate Plaza West Phase;
- Ciosa-Irvine Project;
- Fashion Island Expansion;
- Hoag Health Center;
- Hoag Hospital Phase II;
- Marina Park;
- Mariner's Medical Arts;
- Mariner's Mile Gateway;
- Newport Beach City Hall; and
- Newport Beach Country Club;
- Newport Coast.
- Newport Dunes;
- Newport Executive Court;
- North Newport Center;
- Pres Office Building;
- OLQA Church Expansion;
- Santa Barbara Condo;
- St. Marks Presbyterian Church;
- Sunset Ridge Park;
- Temple Bat Yahm Expansion;
- WPI-Newport, LLC.

There would be no impact that would be individually limited, but cumulatively considerable beyond those previously analyzed within the City's *General Plan EIR*, for the environmental issues analyzed within this Initial Study. As indicated throughout Section 4.0, Environmental Analysis, impacts as a result of the proposed project would be less than significant with implementation of recommended mitigation measures. Therefore, the proposed project would result in less than significant impacts in this regard.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant Impact With Mitigation Incorporated. Previous sections of this Initial Study reviewed the proposed project's potential impacts related to aesthetics, air pollution, noise, hazards and hazardous materials, traffic, and other issues. As concluded in these previous discussions, the proposed project would result in less than significant environmental impacts with implementation of the recommended mitigation measures. Therefore, the proposed project would not result in environmental impacts that would cause substantial adverse effects on human beings.

4.19 REFERENCES

The following references were utilized during preparation of this Initial Study/Environmental Checklist. These documents are available for review at the CCCD's District Office located at 1370 Adams Avenue, Costa Mesa, CA 92626 and/or the City of Newport Beach Planning Department located at 3300 Newport Boulevard, Newport Beach, CA 92663.

1. BonTerra Consulting, Phase I Cultural Resources Assessment, Orange Coast College Maritime Training Center Project, June 2010.

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5. California Energy Commission, Inventory of California Greenhouse Gas Emissions and Sinks: 1990 to 2006, 2006, http://www.energy.ca.gov/2006publications/CEC 600 2006 013/CEC 600 2006 013 SF.PDF.

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15. Federal Emergency Management Agency, Flood Insurance Rate Map #06059C0381J, revised December 3, 2009.

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20. Orange County Sanitation District website, www.ocsd.com/civica/filebank/blobdload.asp?BlobID=1700, accessed July 8, 2010.

21. RBF Consulting, OCC Maritime Training Center Traffic Impact Analysis, September 20, 2010.

22. RBF Consulting, Public Works Infrastructure Improvements Project; Hazardous Materials Technical Memorandum, May 21, 2010.

23. South California Air Quality Management District, Air Quality Management Plan for the South Coast Air Basin, 2007, http://www.aqmd.gov/aqmp/07aqmp/07AQMP.html.

24. South Coast Air Quality Management District, CEQA Air Quality Handbook, November 1993, http://www.aqmd.gov/ceqa/hdbk.html.

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26. United States Department of Agriculture, Natural Resources Conservation Service, Soil Survey of Orange County and Western Riverside County, California, September 1978.

27. United States Department of Housing and Urban Development, The Noise Guidebook, undated.

28. United States Energy Information Administration, Domestic Electricity Emissions Factors 1999-2002.

29. United States Environmental Protection Agency, Noise Effects Handbook – A Desk Reference to Health and Welfare Effects of Noise, October 1979, revised July 1981, http://www.nonoise.org/library/handbook/handbook.htm.

4.20 REPORT PREPARATION PERSONNEL

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Pat Maxon, RPA, Director, Cultural Resources

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5.0 INVENTORY OF MITIGATION MEASURES

Aesthetics

AES-1 Construction equipment staging areas shall be located, to the greatest extent feasible, away from surrounding sensitive receptors in order to minimize public views to equipment. Appropriate screening (i.e., temporary fencing with opaque material) shall be utilized to shield views of construction equipment and material. Compliance with this measure shall be subject to periodic field inspection by the Coast Community College District.

AES-2 Prior to occupancy of the Maritime Training Center, all on-site lighting shall be shielded and confined within site boundaries. Light spill-off shall not be permitted onto public streets or adjacent properties or create a public nuisance. "Wal-Pak" types of lighting fixtures shall not be utilized on-site, and parking lighting shall be shielded for zero glare spill-off. All such light fixtures shall be noted on project plans.

AES-3 The building plans (to be approved by the California Division of the State Architect and the California Department of Transportation) shall depict that no light shall be affixed to the pedestrian bridge that would cause rays to be directed onto West Coast Highway, and that bridge lighting shall have a cutoff of 90 degrees or less to contain nighttime glare.

Air Quality

AQ-1 During demolition, hauling, or other construction operations, excessive fugitive dust emissions shall be controlled by regular water or other dust preventive measures using the following procedures, as specified in the SCAQMD Rule 403.

- Limit on-site vehicle speed to 15 miles per hour.
- Water material excavated or graded sufficiently to prevent excessive amounts of dust. Water three times daily with complete coverage, preferably in the late morning and after work is done for the day.
- Water or securely cover material transported on-site or off-site sufficiently to prevent generating excessive amounts of dust.
- Minimize area disturbed by clearing, grading, earth moving, or excavation operations so as to prevent generating excessive amounts of dust.
- Indicate these control techniques in project specifications. Compliance with the measure will be subject to periodic site inspections by the City.
- Prevent visible dust from the project from emanating beyond the property line, to the maximum extent feasible.
- Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for ten days or more).
- Trucks transporting soil, sand, cut or fill materials, and/or construction debris to or from the site must be tarped from the point of origin.

AQ-2 Ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the Coast Community College District. Compliance

with this measure shall be subject to periodic inspections of construction equipment vehicles by the Coast Community College District and included in construction bid documents.

AQ-3 All trucks that are to haul material shall comply with California Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. This provision shall be provided in construction bid documents.

Cultural Resources

CUL-1 In the event buried cultural resources are discovered during grading activities, an Orange County-certified archaeologist shall be retained to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If warranted, the archaeologist shall collect the resource, and prepare a technical report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition and extent of the resources), final mitigation recommendations, and cost estimates. The Coast Community College District shall prepare excavated materials to the point of identification, and shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. The Coast Community College District shall pay curatorial fees if an applicable fee program has been adopted by the County's Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee.

CUL-2 Prior to the issuance of any grading permit, the Coast Community College District shall provide written evidence to the City of Newport Beach Planning and Building Departments that is has retained an Orange County-certified paleontologist to observe grading activities and salvage and catalogue fossils as determined necessary by the project paleontologist. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the Coast Community College District, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are discovered and found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the Coast Community College District, which ensure proper exploration and/or salvage. Prior to the release of the grading bond the Coast Community College District shall submit the paleontologist's follow-up report for approval. The report shall include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. The Coast Community College District shall prepare excavated material to the point of identification and shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. The Coast Community College District shall pay curatorial fees if an applicable fee program has been adopted by the County's Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee.

CUL-3 In the event human remains are found during construction, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are or believed to be Native American, the County Coroner shall notify the Native American Heritage Commission in Sacramento within 48 hours. In accordance with Section 5097.98 of the *California Public*

Resources Code, the NAHC must immediately notify those persons it believes to be the most likely descended from the deceased Native American. The descendents shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.

Geology and Soils

GEO-1 Prior to approval of structural plans, the Coast Community College District shall ensure that the proposed Maritime Training Center and associated pedestrian bridge meet the seismic design parameters identified in the latest version of the California Building Code.

GEO-2 Prior to plan approval, the Coast Community College District shall ensure that design and construction recommendations related to the northerly building retaining wall of the Maritime Training Center are denoted on construction plans. These recommendations shall include, but not be limited to the following:

- Prior to demolition of the existing retaining wall along the northern site boundary, braced soldier piles or other suitable systems shall be utilized to stabilize the slope to ensure that slope failure does not occur; and
- Permanent compacted fill slopes shall be no steeper than 2 to 1 (horizontal to vertical) and shall be covered by vegetation to reduce surface erosion.

GEO-3 Prior to grading plan approval, the Coast Community College District shall ensure that the project complies with Chapter 15.10, *Excavation and Grading Code*, of the *City of Newport Beach Municipal Code*. Water quality features intended to reduce construction-related erosion impacts shall be clearly denoted on the grading plans for implementation by the construction contractor.

Hazards and Hazardous Materials

HAZ-1 During construction, the construction contractor shall ensure that methane and hydrogen sulfide levels are monitored with an appropriate device throughout the project area to ensure that methane and hydrogen sulfide levels do not increase or create odors, or expose workers to risk of explosion or health effects.

HAZ-2 Prior to the issuance of grading permits, the Coast Community College District shall submit a plan, prepared by a licensed consulting geologist or other qualified consultant, to test building site soils for the presence of methane gas, or commit to test in conformance with any standard plans and specifications adopted by the City Fire Chief and/or Building Department Director (consistent with the *City of Newport Beach Municipal Code*).

Soils shall be tested in accordance with the approved plan. In the event testing reveals methane gas in excess of 1.25 percent by volume at ambient pressure and temperature (lower explosive limit), a mitigation plan (prepared by a licensed geologist or other qualified consultant) shall be submitted for approval by the City Fire Chief and/or Building Department Director. Mitigation shall be accomplished by flared vent systems, underground collection systems, or other proven systems, devices, or techniques. Mitigation shall be designed to reduce the level of methane gas in the Maritime Training Center to less than 25 percent of the lower explosive limit. In the event the measures specified in the mitigation plan do not reduce the level of methane gas below 25 percent of the lower explosive limit, the mitigation plan shall be modified to include additional

measures, and those measures shall be implemented within 30 days after approval of the amended plan.

An isolation barrier shall be installed, consisting of a continuous, flexible, permanent, and nongas permeable barrier beneath the Maritime Training Center foundation and floors at ground level. Barrier penetrations shall be secured with a gas-tight seal.

HAZ-3 Prior to construction, the Coast Community College District shall prepare a Traffic Management Plan (TMP) to address traffic and safety concerns resulting from any lane closure(s) along West Coast Highway. At a minimum, the TMP shall include measures to accomplish the following:

- In compliance with Chapter 12.32.010 of the City's *Municipal Code*, haul trucks and other construction equipment weighing over three tons shall only utilize designated truck routes except when necessary to traverse another street to a destination for the purpose of loading or unloading, but then only by such deviation from the nearest truck route as is reasonably necessary;
- Clearly denote lane closures, traffic rerouting, and signage to alert travelers of such closures;
- Ensure vehicular and emergency access to the project area is maintained during construction; and
- Construction equipment traffic shall be controlled by a flagperson.

The TMP shall be subject to review and approval by the California Department of Transportation and the City of Newport Beach.

Hydrology and Water Quality

HYD-1 Prior to issuance of a grading permit, the Coast Community College District shall prepare a Water Quality Management Plan for the proposed project that shall identify structural and/or non-structural Best Management Practices for minimizing water quality impacts. The Water Quality Management Plan shall identify entities responsible for the funding and long-term maintenance/inspection of all Best Management Practices. The Water Quality Management Plan shall be subject to approval by the City of Newport Beach.

Noise

N-1 To minimize short-term construction noise impacts on surrounding uses, the following measures shall be implemented. These measures shall be included in either a construction management plan or noted on construction plans to be approved by the Coast Community College District.

- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers;
- Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible;

- During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers;
- During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors;
- Operate earthmoving equipment on the construction site, as far away from vibration sensitive sites as possible; and
- A project sign shall be shall be clearly posted at the primary construction entrance, as an information resource for surrounding property owners and residents. The sign shall include the following minimum project information: project name, general contractor, normal construction hours, normal workdays, and local telephone number of the Job Superintendent. If the Coast Community College District, City, or the Job Superintendent receives a complaint, the Superintendent shall investigate, take appropriate corrective action, and report the action taken to the Coast Community College District.

N-2 Mechanical equipment shall be placed as far away as practicable from sensitive receptors. Additionally, the following shall be considered prior to HVAC installation: proper selection and sizing of equipment, installation of equipment with proper acoustical shielding, and incorporating the use of parapets into the building design.

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6.0 CONSULTANT RECOMMENDATION

Based on the information and environmental analysis contained in the Initial Study/Environmental Checklist, we recommend that the Coast Community College District prepare a mitigated negative declaration for the Orange Coast College Maritime Training Center Project. We find that the proposed project could have a significant effect on a number of environmental issues, but that mitigation measures have been identified that reduce such impacts to a less than significant level. We recommend that the second category be selected for the Coast Community College District's determination (See Section 7.0, Lead Agency Determination).

September 2010
Date

Collette L. Morse, AICP, Project Manager
RBF Consulting

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7.0 LEAD AGENCY DETERMINATION

On the basis of this initial evaluation:

I find that the proposed use COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared. —

I find that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section 5.0 have been added. A MITIGATED NEGATIVE DECLARATION will be prepared. ✓

I find that the proposal MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required. —

I find that the proposal MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed. —

Signature:

Title:	Acting Chancellor
Printed Name:	Dr. Ding-Jo H. Currie
Agency:	Coast Community College District
Date:	September 2010

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COAST COMMUNITY COLLEGE DISTRICT

ORANGE COUNTY

REPORT ON AUDIT OF FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION INCLUDING REPORTS ON COMPLIANCE

June 30, 2010

Coast Community College District

Attachment 11

COAST COMMUNITY COLLEGE DISTRICT

AUDIT REPORT
June 30, 2010

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COAST COMMUNITY COLLEGE DISTRICT

AUDIT REPORT
June 30, 2010

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VICENTI ◆ LLOYD ◆ STUTZMAN LLP
BUSINESS CONSULTANTS AND CPAs

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626

We have audited the accompanying basic financial statements of the Coast Community College District, as of and for the year ended June 30, 2010 as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the basic financial statements listed in the aforementioned table of contents present fairly, in all material respects, the financial position of the Coast Community College District as of June 30, 2010, and the results of its operations, changes in net assets and cash flows for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 16, 2010 on our consideration of the Coast Community College District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

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Board of Trustees
Coast Community College District

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and schedule of post-employment health care benefits funding progress be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Coast Community College District financial statements as a whole. The supplementary schedules and the continuing disclosure information are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the financial statements of Coast Community College District. The supplementary section including the schedule of expenditures of federal awards is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole. The continuing disclosure information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Vicenti, Lloyd & Stutzman LLP

VICENTI, LLOYD & STUTZMAN LLP

November 16, 2010

COAST COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS
Fiscal Year Ending June 30, 2010

INTRODUCTION

The following discussion and analysis provides an overview of the financial position and activities of the Coast Community College District (the "District") for the year ended June 30, 2010. This discussion has been prepared by management and should be read in conjunction with the financial statements and notes thereto which follow this section.

The District is reporting according to the standards of Governmental Accounting Standards Board Statements (GASB) No. 34 and 35 using the Business Type Activity (BTA) model. The California Community College Chancellor's Office, through its Fiscal Accountability Standards Committee, recommended that all community college districts use the reporting standards under the BTA model.

The District includes three comprehensive community colleges. The mission of the District is to respond to the educational needs of an ever-changing community and to provide programs and services that reflect academic excellence. The District's three colleges promote open access and celebrate the diversity of both its students and staff, as well as the community. Coastline College, Golden West College, and Orange Coast College offer associate degrees, vocational certificates and transfer education, as well as developmental instruction and a broad array of specialized training. Specific activities in the colleges and the continuing education program are directed toward economic development within the community.

The annual report consists of three basic financial statements that provide information on the District as a whole:

- The Statement of Net Assets
- The Statement of Revenues, Expenses, and Changes in Net Assets
- The Statement of Cash Flows

Each of these statements will be reviewed and significant events discussed. The previous year's financial information is also provided for comparison.

Financial and Enrollment Highlights

The District ended the year once again with a strong fund balance. The ability to maintain a prudent reserve has continued to provide cash flow stability for the District without external borrowing. Health and welfare benefit costs continue to rise and are being monitored. Funds were set aside to fund the future retiree benefits liability recognized. Over $40 million has been set aside to meet the District's liability of approximately $90 million.

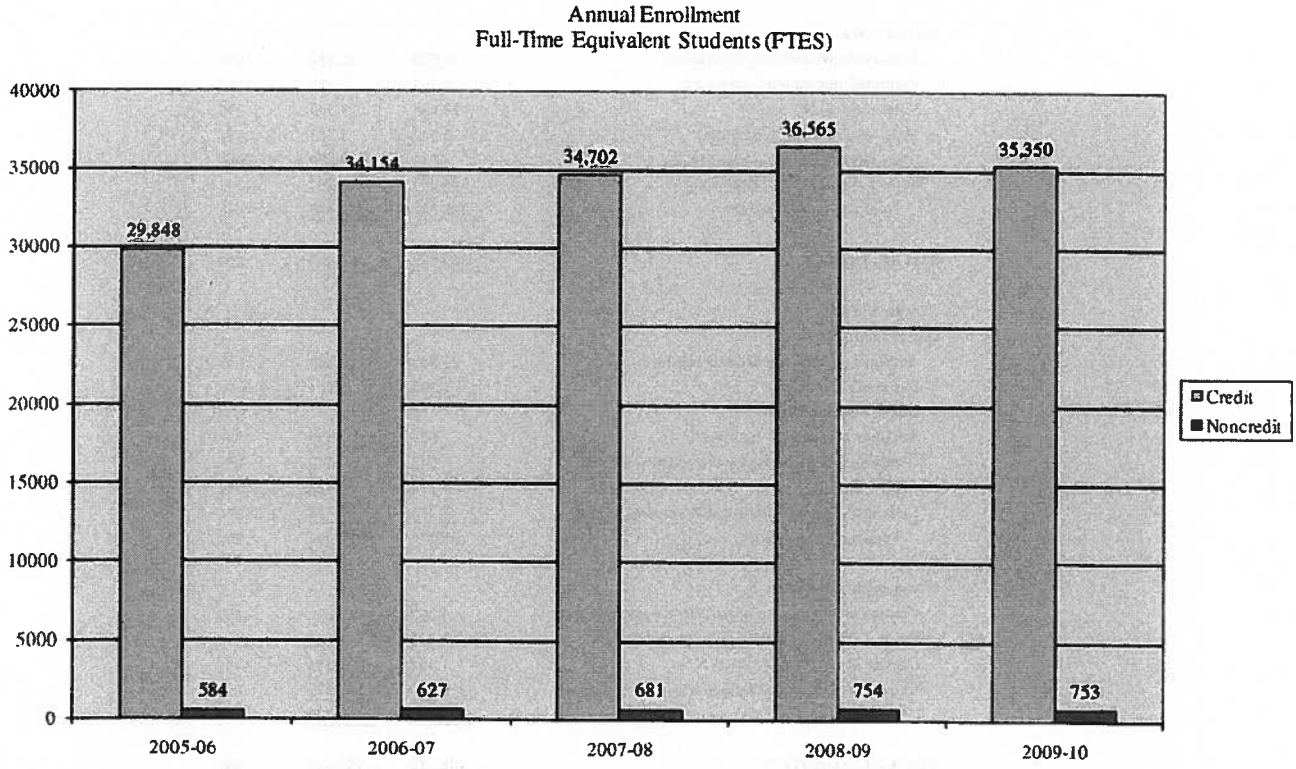
COAST COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS
Fiscal Year Ending June 30, 2010

The District runs the Banner financial software which is integrated with the human resources and student systems. The District uses the position budgeting feature to build the budgets and allows on-line budget transfers for faster, more accurate processing. The Student system provides daily updates to the financial system and uses an accrual method of accounting.

In November 2002, the District passed Measure C, a general obligation bond for facilities. The District has issued all of the $370 million of bonds. As of June 30, 2010, over $345 million of the funds have been spent. There are currently only 3 major projects to complete. Although construction costs have risen far above initial projections, the District is making significant progress in its facility master plans.

Enrollments at our three colleges decreased in 2009-10 by 3.26% from the prior year due to reduced state funding. However, there were still over 1,300 unfunded FTES because of state imposed funding limits.



COAST COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS
Fiscal Year Ending June 30, 2010

Statement of Net Assets

The Statement of Net Assets includes all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector institutions. Net assets – the difference between assets and liabilities – are one way to measure the financial health of the district.

	(in thousands) 2010	2009	Change
ASSETS			
Current assets			
Cash and cash equivalents	$ 114,254	$ 152,432	-25%
Account receivables	26,535	19,936	33%
Due from fiduciary fund	30	6	400%
Due from component unit	277	224	24%
Inventories	98	819	-88%
Prepaid expenses	168	330	-49%
Total current assets	141,362	173,747	-19%
Non-current assets			
Restricted cash and cash equivalents	18,029	16,447	10%
Restricted student loans receivable	3,293	3,687	-11%
Notes receivable	17,125	17,500	-2%
Issue costs, net of amortization	3,142	3,262	-4%
Other post-employment benefit asset	5,544	7,880	-30%
Capital assets, net of depreciation	381,377	344,607	11%
Total non-current assets	428,510	393,383	9%
TOTAL ASSETS	569,872	567,130	0%
LIABILITIES			
Current liabilities			
Accounts payable and accrued liabilites	21,864	18,865	16%
Deferred revenue	6,303	9,661	-35%
Due to fiduciary fund	35		N/A
Amounts held in trust for others	639	585	9%
Compensated absences payable - current portion	742	742	0%
Capital leases	134	128	5%
General obligation bond payable - current portion	8,753	7,753	13%
Total current liabilities	38,470	37,734	2%
Non-current liabilities			
Compensated absences payable less current portion	3,207	3,670	-13%
Estimated liability for open claims and IBNR's	2,511	2,202	14%
Capital leases	1,041	1,175	-11%
General obligation bond payable less current portion	363,526	362,539	0%
Total non-current liabilities	370,285	369,586	0%
TOTAL LIABILITIES	408,755	407,320	0%
NET ASSETS			
Invested in capital assets, net of related debt	80,520	72,260	11%
Restricted	26,577	22,819	16%
Unrestricted	54,020	64,731	-17%
TOTAL NET ASSETS	$ 161,117	$ 159,810	1%

- Cash and cash equivalents consists mainly of cash held in the county treasury ($101 million) and ancillary funds maintained at local banks. Cash decreased significantly from the prior year due primarily to spending the general obligation bond (GO Bond) funds on approved projects. At June 30, 2010, the building fund had a cash balance of $64 million.

- Account receivables consist of amounts due from grants and contracts where the District has earned funds that were not yet received by year-end. They also include reimbursement for financial aid funds paid to students ($4.2 million). The large increase was due to the additional state general apportionment deferrals (total of $14 million) and reimbursements for a state capital outlay project ($4 million).

- Amounts due from component units relate to the reimbursement of payrolls. All employees are paid with District funds which must be reimbursed after the fact. The increase reflects the expansion of some of the ancillary programs that require additional personnel costs.

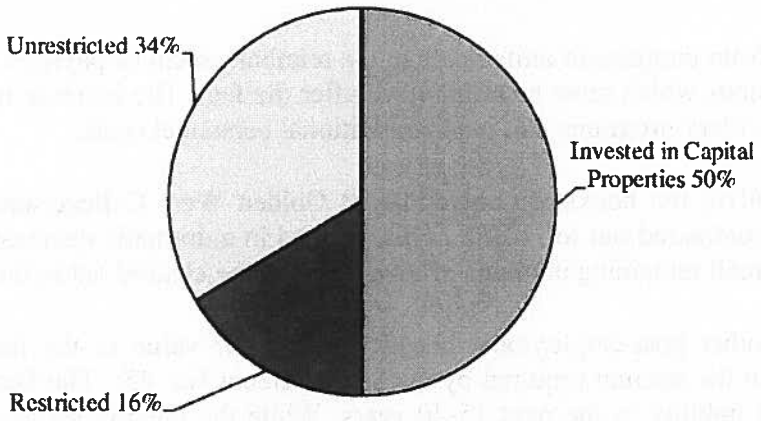
- During 2009/2010, the bookstore operations at Golden West College and Coastline Community College were contracted out to Follett. This resulted in a dramatic decrease in inventories held by the District. Small remaining amounts of inventory will be cleared out in the subsequent year.

- The item for other post-employment benefit asset is the value of the funding for future retiree benefits beyond the amount required by GASB Statement No. 45. The District has a funding plan to mitigate the liability in the next 15-20 years. While the District set aside additional funds, the decrease in the asset is the result of insufficient funds being deposited into the trust account for 2010 in order to address the cash flow issues brought on by deferrals and budget cuts.

- The drop in deferred revenue is a result of a later start date for registration for Fall 2010 classes. Fall revenues assessed prior to June 30 are deferred into the next fiscal year. This year the bulk of the students registered beginning in July, 2010 rather than mid June.

- The total assets, total liabilities and total net assets show an insignificant change from the prior year. The District remains stable despite the challenging state budget issues.

Net Assets
June 30, 2010



Statement of Revenues, Expenses and Changes in Net Assets

The Statement of Revenues, Expenses, and Changes in Net Assets presents the operating results of the District, as well as the non-operating revenues and expenses. State general apportionment, while budgeted for operations, is considered non-operating revenues by generally accepted accounting principles.

COAST COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS
Fiscal Year Ending June 30, 2010

	(in thousands) 2010	2009	Change
Operating Revenues			
Net tuition and fees	$ 27,358	$ 24,804	10%
Grants and contracts, non-capital	84,730	70,142	21%
Auxiliary sales and charges	5,089	7,029	-28%
Total operating revenues	117,177	101,975	15%
Operating Expenses			
Salaries and benefits	198,856	200,036	-1%
Supplies, materials and other operating expenses and services	34,435	39,989	-14%
Financial aid	41,435	25,407	63%
Utilities	4,500	5,645	-20%
Depreciation	13,609	12,539	9%
Total operating expenses	292,835	283,616	3%
Operating loss	(175,658)	(181,641)	-3%
Non-operating revenues (expenses)			
State apportionments, non-capital	66,396	74,043	-10%
Local property taxes	88,188	88,012	0%
State taxes and other revenues	5,524	5,624	-2%
Investment income, non-capital	527	988	-47%
Interest expense	(17,441)	(17,388)	0%
Other non-operating revenue	103		
Other non-operating expense	(114)	(29)	293%
Total non-operating revenues (expenses)	143,183	151,250	-5%
Other revenues, expenses, gains or losses			
State apportionments, capital	13,402	374	3483%
Local property taxes and revenues, capital	19,210	17,229	11%
Investment income, capital	1,170	2,860	-59%
Total other revenues, expenses, gains or losses	33,782	20,463	65%
Change in net assets	1,307	(9,928)	-113%
Net assets, beginning of year	159,810	169,738	-6%
Net assets, end of year	$ 161,117	$ 159,810	1%

- Net tuition and fees consists of enrollment fees ($22.6 million), non-resident tuition ($7.7 million), and other fees ($6.8 million) less scholarships discounts and allowances ($9.8 million). Regular enrollment fees ($26 per unit) are set by the state for all community colleges and increased $6 per unit from the prior year. Higher revenue reflects this increase and greater non-resident enrollments.

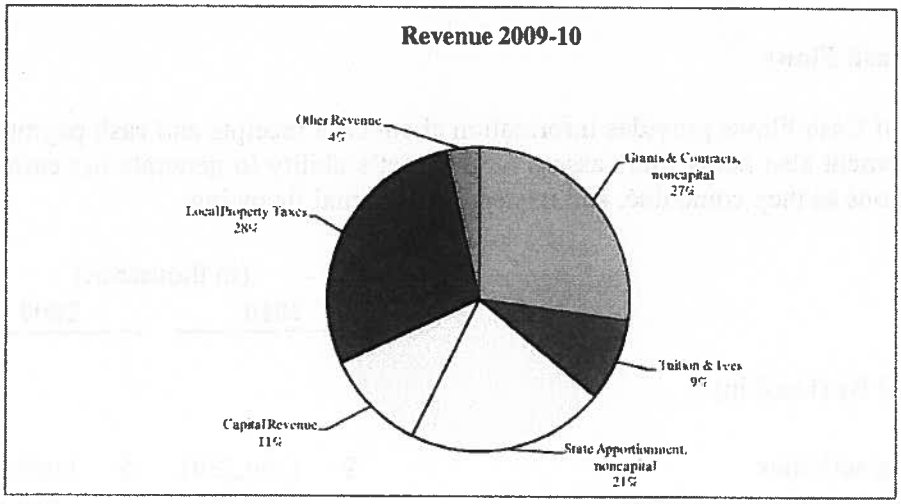
- Revenue for grants and contracts is comprised of federal grants ($48.8 million), state grants ($13.2 million), and local contracts ($22.7 million). The increase is due mainly to federal financial aid provided for students and is also reflected in the increased financial aid operating expenses.

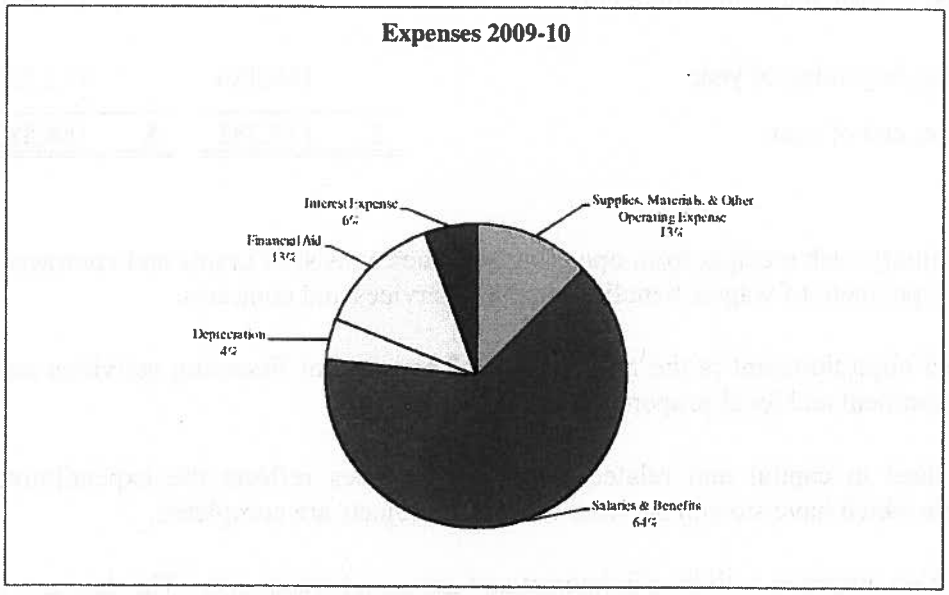
- The drop in auxiliary sales and charges is a result of contracting out the bookstore operations part way through the year.

- The District state apportionments were reduced ($7.6 million) as part of the state-wide funding reduction of 3.34% to community colleges. The state reduced the number of students we are paid to serve proportionately which led to reduced class offerings at each of the colleges.

- The large decrease of investment income from both capital and non-capital sources reflects lower county investment earnings. The District has fewer funds invested as the state continues to defer more payments into the next year and reserves are reduced to offset state cuts. There was also a significant decrease in the amount of capital funds invested due to spending the GO Bond funds.

- The state apportionments for capital increased as a state funded construction project at Orange Coast College was in full swing. The project is expected to be completed in 2010/2011.


Revenue 2009-10
Other Revenue
4%
Grants & Contracts, noncapital
27%
Local Property Taxes
28%
Tuition & Fees
9%
Capital Revenue
11%
State Apportionment, noncapital
21%


Expenses 2009-10
Interest Expense
6%
Supplies, Materials, & Other Operating Expense
13%
Financial Aid
13%
Depreciation
4%
Salaries & Benefits
64%

Statement of Cash Flows

The Statement of Cash Flows provides information about cash receipts and cash payments during the fiscal year. This statement also helps users assess the District's ability to generate net cash flows, its ability to meet its obligations as they come due, and its need for external financing.

	(in thousands) 2010	2009	Change
Cash Provided By (Used in)			
Operating activities	$ (160,334)	$ (169,530)	5%
Noncapital financing activities	158,926	161,235	-1%
Capital and related financing activities	(36,989)	(39,233)	-6%
Investing activities	1,799	4,178	-57%
Net decrease in cash and cash equivalents	(36,598)	(43,350)	-16%
Cash balance, beginning of year	168,880	212,230	-20%
Cash balance, end of year	$ 132,282	$ 168,880	-22%

- The primary cash receipts from operating activities consist of grants and contracts, while the outlays include payment of wages, benefits, supplies, services and contracts.
- General apportionment is the main source of non-capital financing activities and consists of state apportionment and local property taxes.
- Cash used in capital and related financing activities reflects the expenditures on construction projects which have slowed down as the larger projects are completed.
- Cash from investing activities is interest and gains on investments. The decrease in interest revenue is due to low interest rates, market losses, and less cash on hand.
- The overall cash balance continues to decline as the GO Bond funds are expended.

District's Fiduciary Responsibility

The District is the trustee, or fiduciary, for certain amounts held on behalf of students, clubs and donors for student loans and scholarships. The District's fiduciary activities are reported in separate Statements of Fiduciary Net Assets and Change in Fiduciary Net Assets. These activities are excluded from the District's other financial statements because the District cannot use these assets to finance operations. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

Capital Asset and Debt Administration

Capital Assets

As of June 30, 2010, the District had over $381 million invested in net capital assets. Total capital assets of $568 million consist of land, buildings and building improvements, vehicles, data processing equipment and other office equipment; these assets have accumulated depreciation of $187 million. New additions for construction and equipment of $50 million occurred during 2009/2010, and depreciation expense of $14 million was recorded for the fiscal year. In addition, $20 million of construction in progress was completed and placed into service as buildings and site improvements. Note 6 to the financial statements provides additional information on capital assets. A summary of capital assets net of depreciation is presented below:

	Balance June 30, 2010
Land	$ 24,141,969
Buildings and site improvements	419,465,041
Equipment	32,563,268
Construction in progress	92,521,232
Totals at historical cost	568,691,510
Less accumulated depreciation for:	
Buildings and site improvements	(158,366,173)
Equipment	(28,948,008)
Total accumulated depreciation	(187,314,181)
Governmental capital assets, net	$ 381,377,329

Debt

At June 30, 2010, the District had $372 million in debt for the general obligation bonds. The payments for general obligation bond debt are funded through property tax assessments. Note 10 to the financial statements provides additional information on long-term liabilities.

Economic Factors That May Affect the Future

State Economy

- The economic position of Coast Community College District is closely tied to that of the State of California. The District received 39% of its general fund revenue through state apportionments and 53% from local property taxes for the 2009/2010 fiscal year. These two sources along with enrollment fees make up the District's general apportionment, the main source of funding for California community colleges. General apportionment funding is calculated on a base allocation and the District's FTES.
- The federal and state economies have yet to show significant recovery from the economic downturn. The fall off in state income tax, property tax and sales tax have caused a multibillion-dollar state deficit. While the state balanced the current year budget (100 days late), there are many uncertainties and mid-year budget cuts are anticipated.

CCCD Budget

- The governor's 2010/2011 budget for community colleges contained 0% for cost of living and 2.2% for growth funds. The District does not include growth funds in the budget until they are earned and none were part of the adopted budget. The budget was balanced by reducing staffing by 108 vacant positions. Many of these job functions are being absorbed by other staff or services are being reduced. Critical positions are being replaced as funds become available. The categorical programs continue to be funded at the much lower 2008/2009 level. The District guaranteed funding of full-time positions that the programs could no longer afford in the amount of $1.2 million. A large number of vacant positions in 2009/2010 as well as reduced spending of discretionary funds allowed the District to maintain a reserve of 6.3% entering into 2010/2011.
- Salaries and benefits continue to comprise the largest portion of the District's expenses. In 2009/2010, 89.5% of the unrestricted funds were spent on salaries and benefits. The District offered an incentive for employees to provide early notification of their intent to retire or resign. Sixty-six employees took advantage of the program. Those positions along with 42 other vacancies were removed from the budget. The 2010/2011 budget also does not include any salary increases for staff.

- Health and welfare benefit costs continue to increase each year. The 2010/2011 budget includes an increase of $1,500 per employee which represents a 12% increase from the 2009/2010 budget. The employee contributions have remained unchanged.

- Because of the budget crisis, retiree health benefits are being funded at a reduced level for the normal cost for current employees. Current contributions are held in the county treasury throughout the year for cash flow purposes. The following year funds are transferred to an irrevocable trust and invested through the Community College League JPA.

Significant Future Events

The District balanced the 2010/2011 budget through significant staffing reductions that are having an impact on services provided. Should mid-year cuts become a reality, the District may have to make hard decisions to re-balance the budget. These will inevitably impact student services and course offerings even more. The winter inter-sessions have already been eliminated and summer offerings have being reduced. The addition of growth funds will offset anticipated new costs for the 2011/2012 budget year.

Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, students, and investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact the Office of Fiscal Affairs at Coast Community College District, 1370 Adams Avenue, Costa Mesa, California 92626, or e-mail at kallen@cccd.edu.

BASIC FINANCIAL STATEMENTS

COAST COMMUNITY COLLEGE DISTRICT

STATEMENT OF NET ASSETS
June 30, 2010

	Primary Government	Component Units
ASSETS		
Current Assets		
Cash and cash equivalents	$ 114,253,915	$ 3,827,923
Investments		15,994,024
Accounts receivable, net	26,535,326	369,781
Due from fiduciary fund	30,289	
Due from component units	276,804	
Inventory	97,746	
Prepaid expenses	168,410	41,487
Total Current Assets	141,362,490	20,233,215
Noncurrent Assets:		
Restricted cash and cash equivalents	18,027,894	
Student loans receivable	3,292,806	
Notes receivable	17,125,000	
Issue costs, net of accumulated amortization	3,142,147	
Other post-employment benefit asset	5,544,360	
Capital assets, net of accumulated depreciation	381,377,329	3,370,242
Total Noncurrent Assets	428,509,536	3,370,242
TOTAL ASSETS	$ 569,872,026	$ 23,603,457
LIABILITIES		
Current Liabilities:		
Accounts payable	$ 13,353,058	$ 147,975
Accrued liabilities	8,510,708	
Deferred revenue	6,302,771	440,675
Due to District		276,804
Due to fiduciary fund	35,113	
Amounts held in trust for others	639,255	
Compensated absences	741,457	
Capital leases	134,431	
General obligation bond payable - current portion	8,753,254	
Total Current Liabilities	38,470,047	865,454
Noncurrent Liabilities		
Compensated absences	3,206,674	
Deferred tax liability		31,400
Estimated liability for open claims and IBNR's	2,511,434	
Capital leases	1,040,767	
General obligation bond payable - noncurrent portion	363,526,119	
Total Noncurrent Liabilities	370,284,994	31,400
TOTAL LIABILITIES	408,755,041	896,854
NET ASSETS		
Invested in capital assets, net of related debt	80,520,051	
Permanently restricted		4,923,566
Temporarily restricted		13,115,886
Restricted for:		
Programs		1,680,586
Scholarships and loans	3,627,953	125,552
Capital projects	8,310,974	
Debt service	14,638,289	
Unrestricted	54,019,718	2,259,469
Retained Earnings		601,386
TOTAL NET ASSETS	161,116,985	22,706,445
STOCKHOLDERS' EQUITY - COMMON STOCK	-	158
TOTAL LIABILITIES, NET ASSETS, AND STOCKHOLDERS' EQUITY	$ 569,872,026	$ 23,603,457

See the accompanying notes to the financial statements.

COAST COMMUNITY COLLEGE DISTRICT

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
For the Fiscal Year Ended June 30, 2010

	Primary Government	Component Units
OPERATING REVENUES		
Enrollment, tuition, and other fees (gross)	$ 37,115,460	$
Less: Scholarship discounts and allowances	(9,757,161)	
Net tuition and fees	27,358,299	-
Grants and contracts, non-capital:		
Federal	48,752,244	
State	13,215,717	
Local	22,762,100	7,836,224
Auxiliary enterprise sales and charges	5,088,420	5,490,477
TOTAL OPERATING REVENUES	117,176,780	13,326,701
OPERATING EXPENSES		
Salaries	145,062,752	1,322,668
Employee benefits	53,792,833	317,914
Supplies, materials, and other operating expenses and services	34,436,215	10,469,159
Financial aid	41,434,905	
Utilities	4,499,791	
Depreciation	13,608,527	50,619
TOTAL OPERATING EXPENSES	292,835,023	12,160,360
OPERATING INCOME (LOSS)	(175,658,243)	1,166,341
NON-OPERATING REVENUES (EXPENSES)		
State apportionments, non-capital	66,395,504	
Local property taxes	88,187,814	
State taxes and other revenues	5,523,757	
Investment income - non-capital	527,427	
Interest expense on capital asset-related debt	(17,441,329)	
Other non-operating revenues	103,000	
Loss on disposal of fixed assets	(113,681)	(832,923)
TOTAL NON-OPERATING REVENUES (EXPENSES)	143,182,492	(832,923)
INCOME (LOSS) BEFORE OTHER REVENUES, EXPENSES, GAINS OR LOSSES	(32,475,751)	333,418
OTHER REVENUES, EXPENSES, GAINS OR LOSSES		
State apportionments, capital	13,402,700	
Local property taxes and revenues, capital	19,209,940	
Investment income - capital	1,169,804	
TOTAL OTHER REVENUES, EXPENSES, GAINS OR LOSSES	33,782,444	-
CHANGE IN NET ASSETS	1,306,693	333,418
NET ASSETS, AT BEGINNING OF YEAR	159,810,292	22,373,027
NET ASSETS, END OF YEAR	$ 161,116,985	$ 22,706,445

See the accompanying notes to the financial statements.

COAST COMMUNITY COLLEGE DISTRICT

STATEMENT OF CASH FLOWS
For the Fiscal Year Ended June 30, 2010

	Primary Government	Component Units
CASH FLOWS FROM OPERATING ACTIVITIES		
Tuition and fees (net)	$ 25,223,099	$
Federal grants and contracts	47,743,281	
State grants and contracts	13,423,112	
Local grants and contracts	20,214,282	
Administrative fees and interest		305,242
Donations		3,765,853
Payments for income taxes		(320,135)
Payments to suppliers	(34,688,576)	(8,759,626)
Payments to/on behalf of employees	(196,432,335)	(1,500)
Payments to/on behalf of students	(41,050,939)	(1,148,863)
Auxiliary enterprise sales and charges	4,699,414	5,569,122
Auxiliary and component unit transfers	480,771	(5)
Amounts held in trust	54,166	
Net cash used by operating activities	(160,333,725)	(589,912)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES		
State apportionments and receipts	64,015,768	
Property taxes	88,187,814	
State tax and other revenues	6,722,442	
Dividend paid		(500,000)
Net cash provided (used) by non-capital financing activities	158,926,024	(500,000)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Capital grants and gifts received	9,702,374	
Other local capital receipts	19,452,929	
Purchases of capital assets	(50,492,482)	(15,703)
Principal paid on capital debt	(7,078,429)	
Interest paid on capital debt	(8,572,951)	
Net cash used by capital and related financing activities	(36,988,559)	(15,703)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest on investments	1,798,950	
Net sales of investments		(185,778)
Transfer of investment to Foundation for California Community Colleges		(377,090)
Net cash provided (used) by investing activities	1,798,950	(562,868)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(36,597,310)	(1,668,483)
CASH BALANCE - Beginning of Year	168,879,119	5,496,406
CASH BALANCE - End of Year	$ 132,281,809	$ 3,827,923

See the accompanying notes to the financial statements.

STATEMENT OF CASH FLOWS
For the Fiscal Year Ended June 30, 2010

RECONCILIATION OF NET OPERATING INCOME (LOSS) TO NET CASH USED BY OPERATING ACTIVITIES:

	Primary Government	Component Units
Operating income (loss)	$ (175,658,243)	$ 1,166,341
Adjustments to reconcile operating income (loss) to net cash used by operating activities:		
Taxes		(332,923)
Net non-cash contributions		(1,774,102)
Realized and unrealized gain on investments, net		(717,552)
Change in value of split-interest agreement		8,424
Depreciation expense	13,608,527	472,943
Loss on sale of donated items		789,270
Loss on disposal of fixed assets	113,681	
Changes in assets and liabilities:		
Receivables, net	(2,075,080)	73,406
Investments		(242,714)
Due from other funds, net	(41,729)	
Inventory	720,788	
Prepaid expenses	93,657	116,620
Notes receivable	375,000	
Other post-employment benefit asset	2,335,609	
Accounts payable	2,810,823	(271,178)
Accrued liability and compensated absences	187,950	
Deferred revenue	(3,168,460)	78,645
Deferred tax liability		(10,000)
Due to District		52,908
Amounts held in trust for others	54,166	
Estimated liability for open claims and IBNR's	309,586	
Net cash used by operating activities	$ (160,333,725)	$ (589,912)

See the accompanying notes to the financial statements.

COAST COMMUNITY COLLEGE DISTRICT

STATEMENT OF FIDUCIARY NET ASSETS
June 30, 2010

	Orange Coast College Ancillary Fund	Associated Student Body Funds
ASSETS		
Cash on hand and in bank	$ 2,011,318	$ 7,070,327
Accounts receivable:		
Miscellaneous	14,156	97,296
Due from governmental funds		35,113
TOTAL ASSETS	$ 2,025,474	$ 7,202,736
LIABILITIES AND NET ASSETS		
LIABILITIES		
Accounts payable	$ 81,689	$ 42,757
Due to governmental funds	30,289	
Funds held in trust	1,913,496	1,166,104
TOTAL LIABILITIES	2,025,474	1,208,861
NET ASSETS		
Unrestricted		5,993,875
TOTAL NET ASSETS	-	5,993,875
TOTAL LIABILITIES AND NET ASSETS	$ 2,025,474	$ 7,202,736

See the accompanying notes to the financial statements.

COAST COMMUNITY COLLEGE DISTRICT

STATEMENT OF CHANGE IN FIDUCIARY NET ASSETS
For the Fiscal Year Ended June 30, 2010

	Associated Student Body Funds
ADDITIONS	
Sales	$ 1,801,377
Interest and investment income	955
Student representation fee	831,794
Other local revenues	690,112
TOTAL ADDITIONS	3,324,238
DEDUCTIONS	
Classified salaries	525,306
Employee benefits	156,723
Supplies and materials	21,009
Services and other operating expenses	1,930,442
Capital outlay	35,563
TOTAL DEDUCTIONS	2,669,043
Change in Net Assets	655,195
NET ASSETS, AT BEGINNING OF YEAR	5,338,680
NET ASSETS, END OF YEAR	$ 5,993,875

See the accompanying notes to the financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

A. REPORTING ENTITY

The Coast Community College District (the District) is the level of government primarily accountable for activities related to public education. The governing authority consists of elected officials who, together, constitute the Board of Trustees.

The District considered its financial and operational relationships with potential component units under the reporting entity definition of Governmental Accounting Standard Board (GASB) Statement No. 14, *The Financial Reporting Entity*. The basic, but not the only, criterion for including another organization in the District's reporting entity for financial reports is the ability of the District's elected officials to exercise oversight responsibility over such agencies. Oversight responsibility implies that one entity is dependent on another and that the dependent unit should be reported as part of the other.

Oversight responsibility is derived from the District's power and includes, but is not limited to: financial interdependency; selection of governing authority; designation of management; ability to significantly influence operations; and accountability for fiscal matters.

Based upon the requirements of GASB Statement No. 14, and as amended by GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*, certain organizations warrant inclusion as part of the financial reporting entity because of the nature and significance of their relationship with the District, including their ongoing financial support the District or its other component units. A legally separate, tax-exempt organization should be reported as a component unit of the District if all of the following criteria are met:

1. The economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the District, its component units, or its constituents.

2. The District, or its component units, is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization.

3. The economic resources received or held by an individual organization that the District, or its component units, is entitled to, or has the ability to otherwise access, are significant to the District.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

A. REPORTING ENTITY (continued)

Based upon the application of the criteria listed above, the following five component units have been included in the District's reporting entity through discrete presentation.

Coast Community College District Foundation, Coastline College Foundation, Golden West College Foundation, Orange Coast College Foundation, and Coast Community College District Enterprise Corporation. Each Foundation is a separate not-for-profit corporation. In addition, Orange Coast Enterprise and Golden West College Enterprise are combined as a single for-profit corporation. The Board of Directors are elected independent of any District Board of Trustee's appointments. The Boards are responsible for approving their own budgets and accounting and finance related activities; however, the District's governing board has fiscal responsibility over each Foundation and the Enterprise Corporation.

Separate financial information for the Foundations and Enterprise Corporation can be obtained through the District.

B. FINANCIAL STATEMENT PRESENTATION

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the GASB, including Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis – for State and Local Governments* and including Statement No. 35, *Basic Financial Statements and Management's Discussion and Analysis of Public College and Universities*, issued in June and November 1999 and *Audits of State and Local Governmental Units* issued by the American Institute of Certified Public Accountants. The financial statement presentation required by GASB No. 34 and No. 35 provides a comprehensive, entity-wide perspective of the District's financial activities. The entity-wide perspective replaces the fund-group perspective previously required. Fiduciary activities, with the exception of the Student Financial Aid Fund are excluded from the basic financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

C. BASIS OF ACCOUNTING

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

For financial reporting purposes, the District is considered a special-purpose government engaged in business-type activities. Accordingly, the District's basic financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred. All significant intra-agency transactions have been eliminated.

For internal accounting purposes, the budgetary and financial accounts of the District have been recorded and maintained in accordance with the Chancellor's Office of the California Community College's *Budget and Accounting Manual.*

To ensure compliance with the California Education Code, the financial resources of the District are divided into separate funds for which separate accounts are maintained for recording cash, other resources and all related liabilities, obligations and equities.

By State law, the District's Governing Board must approve a budget no later than September 15. A public hearing must be conducted to receive comments prior to adoption. The District's Governing Board satisfied these requirements. Budgets for all governmental funds were adopted on a basis consistent with generally accepted accounting principles (GAAP).

These budgets are revised by the District's Governing Board during the year to give consideration to unanticipated income and expenditures. Formal budgetary integration was employed as a management control device during the year for all budgeted funds. Expenditures cannot legally exceed appropriations by major object account.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

C. BASIS OF ACCOUNTING (continued)

In accordance with GASB Statement No. 20, the District follows all GASB statements issued prior to November 30, 1989 until subsequently amended, superceded or rescinded. The District has the option to apply all Financial Accounting Standards Board (FASB) pronouncements issued after November 30, 1989 unless FASB conflicts with GASB. The District has elected to not apply FASB pronouncements issued after the applicable date.

1. Cash and Cash Equivalents

The District's cash and cash equivalents, are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. Cash in the County treasury is recorded at cost, which approximates fair value, in accordance with the requirements of GASB Statement No. 31.

2. Accounts Receivable

Accounts receivable consists primarily of amounts due from the Federal government, state and local governments, or private sources, in connection with reimbursement of allowable expenditures made pursuant to the District's grant and contracts. Accounts receivable are recorded net of estimated uncollectible amounts. The District recognized for budgetary and financial reporting purposes any amount of State appropriations deferred from the current fiscal year and appropriated from the subsequent fiscal year for payment of current year costs as a receivable in the current year.

3. Inventories

Inventories are presented at the lower of cost or market on an average basis and are expensed when used. Inventory consists of items held for resale through the bookstore, food service and sailing center operations.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

C. BASIS OF ACCOUNTING (continued)

4. Prepaid Expenses

Payments made to vendors for goods or services that will benefit periods beyond June 30, 2010, are recorded as prepaid items using the consumption method. A current asset for the prepaid amount is recorded at the time of the purchase and an expenditure/expense is reported in the year in which goods or services are consumed.

5. Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents are those amounts externally restricted as to use pursuant to the requirements of the District's grants, contracts, and debt service requirements.

6. Student Loans Receivable

Student loans receivable consist of loan advances to students awarded under the student financial aid programs the District administers for Federal agencies. Student loans receivable are recorded net of cancelled principal. The receivables are held in trust for the awarding Federal agency.

7. Issue Costs

Amounts paid for fees and underwriting costs associated with long-term debt are capitalized and amortized to interest expense over the life of the liability. These costs are amortized using the straight-line method.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

C. BASIS OF ACCOUNTING (continued)

8. Capital Assets

Capital assets are recorded at cost at the date of acquisition. Donated capital assets are recorded at their estimated fair value at the date of donation. For equipment, the District's capitalization policy includes all items with a unit cost of $5,000 or more and an estimated useful life of greater than one year. Buildings valued at a cost of $150,000 or more as well as renovations to buildings, infrastructure, and land improvements that significantly increase the value or extend the useful life of the structure are capitalized. Interest incurred during construction is not capitalized.

The cost of normal maintenance and repairs that does not add to the value of the asset or materially extend the asset's life is recorded in operating expense in the year in which the expense was incurred. Depreciation is computed using the straight-line method with a half-year convention over the estimated useful lives of the assets, generally 50 years for buildings, 20 years for building improvements, 10 years for site improvements, 8 years for equipment and vehicles and 3 years for technology.

9. Accounts Payable

Accounts payable consists of amounts due to vendors.

10. Accrued Liabilities

Accrued liabilities consist of salaries and benefits payable and load banking.

11. Deferred Revenue

Cash received for Federal and State special projects and programs is recognized as revenue to the extent that qualified expenditures have been incurred. Deferred revenue is recorded to the extent cash received on specific projects and programs exceeds qualified expenditures.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

C. BASIS OF ACCOUNTING (continued)

12. Compensated Absences

In accordance with GASB Statement No. 16, accumulated unpaid employee vacation benefits are recognized as a liability of the District as compensated absences in the Statement of Net Assets.

The District has accrued a liability for the amounts attributable to load banking hours within accrued liabilities. Load banking hours consist of hours worked by instructors in excess of a full-time load for which they may carryover for future paid time off.

Sick leave benefits are accumulated without limit for each employee. The employees do not gain a vested right to accumulated sick leave.

Accumulated employee sick leave benefits are not recognized as a liability of the District. The District's policy is to record sick leave as an operating expense in the period taken since such benefits do not vest nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires and within the constraints of the appropriate retirement systems.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

C. BASIS OF ACCOUNTING (continued)

13. Net Assets

Invested in capital assets, net of related debt: This represents the District's total investment in capital assets, net of outstanding debt obligations related to those capital assets. To the extent debt has been incurred but not yet expended for capital assets, such amounts are not included as a component of invested in capital assets, net of related debt.

Restricted net assets – expendable: Restricted expendable net assets include resources in which the District is legally or contractually obligated to spend resources in accordance with restrictions imposed by external third parties or by enabling legislation adopted by the District. The District first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available.

Restricted net assets – nonexpendable: Nonexpendable restricted net assets consist of endowment and similar type funds in which donors or other outside sources have stipulated, as a condition of the gift instrument, that the principal is to be maintained inviolate and in perpetuity, and invested for the purpose of producing present and future income, which may either be expended or added to principal. The District had no restricted net assets – nonexpendable.

Unrestricted net assets: Unrestricted net assets represent resources available to be used for transactions relating to the general operations of the District, and may be used at the discretion of the governing board, as designated, to meet current expenses for specific future purposes.

14. State Apportionments

Certain current year apportionments from the state are based upon various financial and statistical information of the previous year.

Any prior year corrections due to the recalculation in February of 2011 will be recorded in the year computed by the State.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

C. BASIS OF ACCOUNTING (continued)

15. Property Taxes

Secured property taxes attach as an enforceable lien on property as of March 1. Taxes are payable in two installments by December 10 and April 10. Unsecured property taxes are payable in one installment on or before August 31.

Real and personal property tax revenues are reported in the same manner in which the County auditor records and reports actual property tax receipts to the Department of Education. This is generally on a cash basis. Property taxes for debt service purposes cannot be estimated and have therefore not been accrued in the basic financial statements.

16. On-Behalf Payments

GASB Statement No. 24 requires that direct on-behalf payments for fringe benefits and salaries made by one entity to a third party recipient for the employees of another, legally separate entity be recognized as revenue and expenditures by the employer government. The State of California makes direct on-behalf payments for retirement benefits to the State Teachers' and Public Employees' Retirement Systems on behalf of all Community Colleges in California. However, a fiscal advisory was issued by the California Department of Education instructing districts not to record revenue and expenditures for these on-behalf payments. The amount of on-behalf payments made for the District is estimated at $1,425,500 for State Teachers' Retirement System (STRS).

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

C. BASIS OF ACCOUNTING (continued)

17. Classification of Revenues

The District has classified its revenues as either operating or nonoperating revenues according to the following criteria:

Operating revenues: Operating revenues include activities that have the characteristics of exchange transactions, such as student fees, net of scholarship discounts and allowances, and Federal and most State and local grants and contracts.

Nonoperating revenues: Nonoperating revenues include activities that have the characteristics of nonexchange transactions, such as State apportionments, taxes, and other revenue sources that are defined as nonoperating revenues by GASB No. 9, *Reporting Cash Flows of Proprietary and Nonexpendable Trust Funds and Governmental Entities that use Proprietary Fund Accounting*, and GASB No. 33, *Accounting and Financial Reporting for Nonexchange Transactions.*

18. Scholarship Discounts and Allowances

Student tuition and fee revenues, and certain other revenues from students, are reported net of scholarship discounts and allowances in the statement of revenues, expenses, and changes in net assets. Scholarship discounts and allowances are the difference between the stated charge for goods and services provided by the District, and the amount that is paid by students and/or third parties making payments on the students' behalf. Certain governmental grants are recorded as operating revenues in the District's financial statements. To the extent that revenues from such programs are used to satisfy tuition and fees and other student charges, the District has recorded a scholarship discount and allowance.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

C. BASIS OF ACCOUNTING (continued)

19. Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

NOTE 2 - DEPOSITS:

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a deposit policy for custodial risk. All public funds are invested in bonds or government backed (collateralized) securities at 110% of the amount on deposit. The principal (face value) does not fluctuate, only the interest received on the investment. As of June 30, 2010, $26,009,644 of the District's bank balance of $26,301,363 was exposed to credit risk as follows:

Uninsured and collateral held by pledging bank's trust department not in the District's name	$26,009,644

Cash in County

In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the Orange County Treasury as part of the common investment pool. These pooled funds are carried at cost which approximates fair value. The fair market value of the District's deposits in this pool as of June 30, 2010, as provided by the pool sponsor, was $116,193,425.

NOTE 2 - DEPOSITS: (continued)

Cash in County (continued)

The County is authorized to deposit cash and invest excess funds by California Government Code Section 53648 et. seq. The County is restricted by Government Code Section 53635 pursuant to Section 53601 to invest in time deposits, U.S. government securities, State registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The funds maintained by the County are either secured by federal depository insurance or are collateralized. Interest earned is deposited monthly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

NOTE 3 - ACCOUNTS RECEIVABLE:

The accounts receivable balance as of June 30, 2010 consists of the following:

Federal and State	$23,423,893
Miscellaneous	3,111,433
Student loans	3,292,806
	$29,828,132

NOTE 4 – NOTES RECEIVABLE:

The District has a note receivable in the amount of $17,500,000 for the sale of KOCE and the KOCE-TV operating license on March 17, 2004. The payments will be made to the District over the next 26 years. The District is receiving quarterly payments of $125,000.

NOTE 5 - INTERFUND TRANSACTIONS:

Interfund transfers consist of operating transfers from funds receiving resources to funds through which the resources are to be expended. Interfund receivables and payables result when the interfund transfer is transacted after the close of the fiscal year. Interfund activity within the government funds has been eliminated in the basic financial statements.

NOTE 6 - CAPITAL ASSETS:

The following provides a summary of changes in capital assets for the year ended June 30, 2010:

	Balance June 30, 2009	Additions	Retirements	Balance June 30, 2010
Capital Assets Not Being Depreciated:				
Land	$ 9,763,965	$ 14,378,004	$	$ 24,141,969
Construction in progress	62,792,085	49,812,218	(20,083,071)	92,521,232
Total capital assets not being depreciated:	72,556,050	64,190,222	(20,083,071)	116,663,201
Capital Assets Being Depreciated:				
Buildings and site improvements	413,759,974	5,705,067		419,465,041
Equipment	33,925,640	680,264	(2,042,636)	32,563,268
Total capital assets being depreciated:	447,685,614	6,385,331	(2,042,636)	452,028,309
Less accumulated depreciation for:				
Buildings and site improvements	(146,517,222)	(11,848,951)		(158,366,173)
Equipment	(29,117,387)	(1,759,576)	1,928,955	(28,948,008)
Total accumulated depreciation	(175,634,609)	(13,608,527)	1,928,955	(187,314,181)
Governmental capital assets, net	$ 344,607,055	$ 56,967,026	$ (20,196,752)	$ 381,377,329

NOTE 7 - CAPITAL LEASE:

The District has entered into a lease agreement to implement an energy conservation photovoltaic power system totaling $1,485,600. Future minimum lease payments are as follows:

Year Ended June 30,	Principal	Interest	Total
2011	$ 134,431	$ 52,759	$ 187,190
2012	140,713	46,477	187,190
2013	147,289	39,901	187,190
2014	154,173	33,017	187,190
2015	161,378	25,812	187,190
2016-2018	437,214	30,760	467,974
Total	$ 1,175,198	$ 228,726	$ 1,403,924

Current year expenditure for this lease is approximately $128,000. The District will receive no sublease rental revenues nor pay any contingent rentals for this agreement.

NOTE 8 - LEASES:

A. Operating Leases

The District has entered into various operating leases for land, buildings, and equipment with lease terms in excess of one year. None of these agreements contain purchase options. Future minimum lease payments under these agreements are as follows:

Year Ended June 30,	Lease Payment
2011	$ 745,824
2012	723,422
2013	556,791
2014	407,169
2015	299,159
Total	$ 2,732,365

Current year expenditures for operating leases was approximately $766,800. The District will receive no sublease rental revenues nor pay any contingent rentals for these properties.

NOTE 8 - LEASES: (continued)

B. Operating Lease Revenue

The District entered an operating lease agreement as lessor with an automobile dealership to lease approximately four acres of land near the District office. The lease is effective October 1, 2006 for a term of 25 years. The first three years of payments, totaling $1,440,000, were made to the District in advance when the lease became effective. The remaining future payments are as follows:

Year Ended June 30,	Lease Payment
2011	$ 480,000
2012	480,000
2013	480,000
2014	480,000
2015	480,000
2016-2020	2,400,000
2021-2025	2,400,000
2026-2030	2,400,000
2031-2032	920,000
Total	$ 10,520,000

NOTE 9 – GENERAL OBLIGATION BONDS:

On November 5, 2002, the District voters approved the issuance and sale of general obligation bonds totaling $370,000,000. Proceeds from the sale of the bonds will be used to finance the construction, acquisition, and modernization of certain property and District facilities and to provide a portion of the monies needed to prepay certain lease obligations of the District.

The outstanding general obligation bonded debt of Coast Community College District at June 30, 2010 is:

	Date of Issue	Interest Rate %	Maturity Date	Amount of Original Issue	Outstanding July 1, 2009	Issued Current Year	Redeemed Current Year	Outstanding June 30, 2010
Series A	4/17/2003	2.50 - 5.50	8/1/2016	$ 110,000,000	$ 17,995,000	$	$ 2,970,000	$ 15,025,000
Refunding	3/10/2005	3.00 - 5.25	8/1/2022	74,893,867	64,738,867		3,190,000	61,548,867
Series B	6/28/2006	3.63 - 5.00	8/1/2030	149,859,831	148,794,831		790,000	148,004,831
Series C	6/28/2006	3.63 - 5.00	8/1/2036	110,140,169	110,140,169			110,140,169
				$ 444,893,867	$ 341,668,867	$ -	$ 6,950,000	334,718,867
							Deferred charge on refunding	(1,794,224)
							Premium	11,353,784
							Accreted interest	28,000,946
							Total	$ 372,279,373

Series A

The annual payments for Series A, outstanding as of June 30, 2010 are as follows:

Year Ended June 30	Principal	Interest	Total
2011	$ 3,105,000	$ 609,075	$ 3,714,075
2012	3,225,000	482,475	3,707,475
2013	3,355,000	342,488	3,697,488
2014	3,505,000	179,375	3,684,375
2015	605,000	76,625	681,625
2016-2017	1,230,000	60,500	1,290,500
	$ 15,025,000	$ 1,750,538	$ 16,775,538

NOTE 9 – GENERAL OBLIGATION BONDS: (continued)

Series A (continued)

Proceeds received in excess of debt are added to the maturity amount and amortized to interest expense over the life of the liability. The Series A bonds included a premium of $1,293,840. This amount is amortized using the straight-line method. Amortization of $85,780 was recognized during the 2009-10 year.

Refunding

On March 10, 2005, the District issued 2005 General Obligation Refunding Bonds (the Refunding Bonds) consisting of $72,275,000 of current interest bonds and $2,618,867 of capital appreciation bonds. The proceeds of which were used to advance refund portions of the District's Series A bonds.

The debt service requirement for the Refunding Bonds outstanding as of June 30, 2010 is as follows:

Year Ended June 30	Principal	Accreted Interest Component	Current Interest Component	Total
2011	$ 2,995,000	$	$ 2,814,399	$ 5,809,399
2012	3,575,000		2,685,013	6,260,013
2013	4,220,000		2,496,925	6,716,925
2014	4,955,000		2,287,050	7,242,050
2015	5,600,000		2,040,950	7,640,950
2016-2020	32,585,000		5,491,225	38,076,225
2021-2023	7,618,867	15,471,132	125,000	23,214,999
	$ 61,548,867	$ 15,471,132	$ 17,940,562	$ 94,960,561

Proceeds received in excess of debt are added to the maturity amount and amortized to interest expense over the life of the liability. The Refunding Bonds included a premium of $9,060,253. This amount is amortized using the straight-line method. Amortization of $600,677 was recognized during the 2009-10 year.

NOTE 9 – GENERAL OBLIGATION BONDS: (continued)

Refunding (continued)

Capital appreciation bonds were issued as part of the Refunding Bonds issuance with maturity dates from August 1, 2020 through 2022. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued of $1,715,062 has been reflected as long-term debt.

The difference between the reacquisition price and the net carrying amount on refunded debt is deferred and amortized as a component of interest expense over the life of the new debt. Payments to the refunding escrow agent exceeded the existing carrying value of the refunded debt by $2,536,664. Amortization of $148,488 was recognized during the 2009-10 year.

Series B and C

On June 28, 2006, the District issued its Series B and C for $149,859,831 and $110,140,169, respectively. The proceeds of which are to be used to construct and modernize educational facilities at the District's colleges, to fund an escrow to prepay the District's outstanding 1997 Certificates of Participation, to fund an escrow to reimburse the District loan payments with respect to the District's loan agreement with the State Energy and Water Efficiency Revenue Bond Project, and to pay all necessary legal, financial and contingent costs in connection with the issuance of the bonds.

NOTE 9 – GENERAL OBLIGATION BONDS: (continued)

Series B and C (continued)

The required annual payments for Series B and C outstanding as of June 30, 2010 are as follows:

Series B

Year Ended June 30	Principal	Accreted Interest Component	Current Interest Component	Total
2011	$ 1,850,000	$	$ 4,893,344	$ 6,743,344
2012	2,165,000		4,792,969	6,957,969
2013	2,510,000		4,676,094	7,186,094
2014	2,885,000		4,541,219	7,426,219
2015	785,000		4,452,903	5,237,903
2016-2020	20,790,000		20,271,220	41,061,220
2021-2025	68,160,000		10,159,750	78,319,750
2026-2030	38,790,977	69,299,023		108,090,000
2031	10,068,854	23,551,146		33,620,000
	$ 148,004,831	$ 92,850,169	$ 53,787,499	$ 294,642,499

Proceeds received in excess of debt are added to the maturity amount and amortized to interest expense over the life of the liability. The Series B bonds included a premium of $1,965,154. This amount is amortized using the straight-line method. Amortization of $67,320 was recognized during the 2009-10 year.

Capital appreciation bonds were issued as part of the Series B issuance with maturity dates from August 1, 2025 through 2030. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued of $7,983,931 has been reflected as long-term debt.

NOTE 9 – GENERAL OBLIGATION BONDS: (continued)

Series B and C (continued)

Series C

Year Ended June 30	Principal	Accreted Interest Component	Current Interest Component	Total
2011	$	$	$	$ -
2012				-
2013				-
2014			2,830,500	2,830,500
2015			5,661,000	5,661,000
2016-2020			28,305,000	28,305,000
2021-2025			28,305,000	28,305,000
2026-2030	21,596,006	8,968,994	27,540,875	58,105,875
2031-2035	76,011,543	84,848,457	9,007,625	169,867,625
2036-2037	12,532,620	48,672,381		61,205,001
	$ 110,140,169	$ 142,489,832	$ 101,650,000	$ 354,280,001

Proceeds received in excess of debt are added to the maturity amount and amortized to interest expense over the life of the liability. The Series C bonds included a premium of $1,444,299. This amount is amortized using the straight-line method. Amortization of $49,477 was recognized during the 2009-10 year.

Capital appreciation bonds were issued as part of the Series C issuance with maturity dates from August 1, 2029 through 2036. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued of $18,301,953 has been reflected as long-term debt.

In addition, associated issuance costs for Series B and C are reflected on the statement of net assets and are amortized to interest expense over the life of the liability. Issuance costs of $3,502,399 are amortized using the straight-line method. Amortization of $120,084 was recognized during the 2009-10 year.

NOTE 10 - LONG-TERM DEBT:

A schedule of changes in long-term debt for the year ended June 30, 2010 is shown below:

	Balance June 30, 2009	Additions	Deletions	Balance June 30, 2010	Amounts Due in One Year
General obligation bonds:					
Bonds payable	$ 341,668,867	$	$ 6,950,000	$ 334,718,867	$ 7,950,000
Premium	12,157,038		803,254	11,353,784	803,254
Accreted interest	18,409,524	9,591,422		28,000,946	
Deferred liability	(1,942,712)		(148,488)	(1,794,224)	
Capital leases	1,303,627		128,429	1,175,198	134,431
Compensated absences	4,411,185		463,054	3,948,131	741,457
Total	$ 376,007,529	$ 9,591,422	$ 8,196,249	$ 377,402,702	$ 9,629,142

NOTE 11 - EMPLOYEE RETIREMENT PLANS:

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the State Teachers' Retirement System (STRS) and classified employees are members of the Public Employees' Retirement System (PERS) and part-time, seasonal and temporary employees and employees not covered by STRS or PERS are members of the Public Agency Retirement System (PARS).

State Teachers' Retirement System (STRS)

Plan Description

The District contributes to the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. STRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, CA 95826.

NOTE 11 - EMPLOYEE RETIREMENT PLANS: (continued)

State Teachers' Retirement System (STRS) (continued)

Funding Policy

Active plan members are required to contribute 8.0% of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2009-10 was 8.25% of annual payroll. The contribution requirements of the plan members are established and may be amended by State statute.

Public Employees' Retirement System (PERS)

Plan Description

The District contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law. CalPERS issues a separate comprehensive annual financial report that includes required supplementary information. Copies of the CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, CA 95814.

Funding Policy

Active plan members are required to contribute 7.0% of their salary. The District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution for fiscal year 2009-10 was 9.709% of annual payroll. The contribution requirements of the plan members are established and may be amended by State statute.

NOTE 11 - EMPLOYEE RETIREMENT PLANS: (continued)

Contributions to STRS and PERS

The District's contributions to STRS and PERS for each of the last three fiscal years is as follows:

	STRS		PERS	
Year Ended June 30,	Required Contribution	Percent Contributed	Required Contribution	Percent Contributed
2008	$6,295,669	100%	$5,495,058	100%
2009	6,049,809	100%	5,802,777	100%
2010	5,830,447	100%	6,038,825	100%

Public Agency Retirement System (PARS)

Plan Description

The Public Agency Retirement System (PARS) is a defined contribution plan qualifying under §401(a) and §501 of the Internal Revenue Code. The plan covers part-time, seasonal and temporary employees and employees not covered by §3121(b)(7)(F) of the Internal Revenue Code. The benefit provisions and contribution requirements of plan members and the District are established and may be amended by the PARS Board of Trustees.

Funding Policy

Contributions of 7.5% of covered compensation of eligible employees are made by the employer and employee. Total contributions, employer and employee combined, were made in the amount of $755,604 during the fiscal year. The total amount of covered compensation was $10,074,719. Total contributions made are 100% of the amount of contributions required for fiscal year 2009-10.

NOTE 12 – POST-EMPLOYMENT HEALTH-CARE BENEFITS:

Plan Description

The District administers a single-employer defined benefit healthcare plan. The District provides medical, dental, and vision insurance coverage, as prescribed in the various employee union contracts, to retirees meeting plan eligibility requirements. Eligible employees retiring from the District may become eligible for these benefits when the requirements are met. For employees participating in STRS and CalPERS, the eligibility requirement is a minimum age of 55 and a minimum ten years of service with the District. Additional age and service criteria may be required. The Retiree Health Plan does not issue a separate financial report.

Funding Policy

The contribution requirements are established and may be amended by the District. The required contribution is based on projected pay-as-you-go financing requirements, with an annual adjustment to fully fund the actuarial determined annual required contribution. The District contributes 100 percent of the cost of current year premiums for eligible retired plan members and their spouses up to age 70 and $4,000 maximum per year beyond age 70 until death. For fiscal year ended 2010, the District contributed $5,947,543 to the plan for current year premiums, and total member contributions were $2,078,874.

Annual OPEB Cost and Net OPEB Obligation

The District's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed, and changes in the OPEB obligation:

NOTE 12 – POST-EMPLOYMENT HEALTH-CARE BENEFITS: (continued)

Annual OPEB Cost and Net OPEB Obligation (continued)

Annual required contribution (ARC)	$ 8,245,373
Interest on net OPEB obligation	(551,598)
Adjustment to annual required contribution	589,377
Annual OPEB cost (expense)	8,283,152
Contributions made	(5,947,543)
Change in net OPEB obligation	2,335,609
Net OPEB obligation (asset) - beginning of year	(7,879,969)
Net OPEB obligation (asset) - end of year	$ (5,544,360)

The District's annual OPEB cost, the percentage of annual OPEB cost contributed, and the net OPEB asset were as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Asset
6/30/2008	$ 6,794,492	100.00%	$ 9,275,228
6/30/2009	6,820,771	79.54%	7,879,969
6/30/2010	8,283,152	71.81%	5,544,360

NOTE 12 – POST-EMPLOYMENT HEALTH-CARE BENEFITS: (continued)

Funding Status and Funding Progress

As of May 1, 2010, the most recent actuarial valuation date, the plan was 32.5% funded. The actuarial accrued liability for benefits was $90.5 million, and the unfunded actuarial accrued liability (UAAL) was $61 million. The covered payroll (annual payroll of active employees covered by the plan) was $107 million, and the ratio of the UAAL to the covered payroll was 57%. In fiscal year 2007, the District established an irrevocable trust administrated by the Retiree Health Benefit Program Joint Powers Agreement (JPA) organized by the Community College League of California. There were no irrevocable contributions to the trust in fiscal year 2009-10.

Actuarial valuations of an ongoing benefit plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the health-care cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of post-employment health-care benefits funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets, if any, is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, if any, consistent with the long-term perspective of the calculations.

NOTE 12 – POST-EMPLOYMENT HEALTH-CARE BENEFITS: (continued)

Actuarial Methods and Assumptions (continued)

The actuarial cost method used in determining the benefit obligations is the Entry Age Normal cost method. The actuarial assumptions included a 7.0 percent investment rate of return (net of administrative expenses) which is a blended rate of the expected long-term investment returns on plan assets and on the employers own investments calculated based on the funded level of the plan at the valuation date, and an annual health-care cost trend rate of 4.0 percent which includes 3.0 percent inflation rate. The actuarial value of assets was determined using techniques that spread the effects of short-term volatility in the market value of investments over a five-year period. The initial UAAL is being amortized as a level percentage of payroll with a closed 20 year amortization period. The residual UAAL is amortized using an open 30 year period. The remaining amortization period at June 30, 2010, was seventeen years.

NOTE 13 - JOINT POWERS AGREEMENT:

The District participates in four joint powers agreement (JPA) entities; the Protected Insurance Program for Schools (PIPS), the Schools Excess Liability Fund (SELF), the State-Wide Education Wrap Up Program (SEWUP) and the Statewide Association of Community Colleges (SWACC).

The relationship between the District and the JPAs is such that none of the JPAs are a component unit of the District for financial reporting purposes.

PIPS provides workers' compensation reinsurance protection to its membership for public schools and community colleges throughout California.

SELF arranges for and provides a self-funded or additional insurance for excess liability fund for approximately 1,100 public educational agencies. SELF is governed by a board of 16 elected voting members, elected alternates, and two ex-officio members. The board controls the operations of SELF, including selection of management and approval of operating budgets, independent of any influence by the members beyond their representation on the board. Each member pays an annual contribution based upon that calculated by SELF's board of directors and shares surpluses and deficits proportionately to its participation in SELF.

NOTE 13 - JOINT POWERS AGREEMENT: (continued)

SEWUP provides enhanced protection against construction losses that could negatively impact school districts in California and to help maximize the use of public funding for school construction projects in California. Membership is comprised of 435 districts. Premiums are determined for each construction project or projects.

SWACC provides liability and property insurance for its member colleges. SWACC's membership consists of two joint power authority (JPA) members (which represent 21 districts) and 25 individual member districts for a total of 46 community college districts. A full Board of Directors comprised of one representative from each member governs SWACC. The Board elects from its members a President, Vice President, Secretary and Treasurer. Each member shares surpluses and deficits proportionately to its participation in SWACC.

Condensed financial information of PIPS, SELF, SEWUP, and SWACC for the most current information available is as follows:

	PIPS 6/30/2010 (Audited)	SELF 6/30/2009 (Audited)	SEWUP 6/30/2009 (Audited)	SWACC 6/30/2010 (Unaudited)
Total assets	$ 117,734,937	$ 209,217,000	$ 27,044,299	$ 46,019,292
Total liabilities	69,742,511	161,555,000	14,643,916	21,417,925
Retained earnings	$ 47,992,426	$ 47,662,000	$ 12,400,383	$ 24,601,367
Total revenues	$ 5,305,101	$ 26,645,000	$ 9,375,700	$ 11,118,079
Total expenditures	596,363	27,701,000	7,862,074	12,547,315
Net increase/(decrease) in retained earnings	$ 4,708,738	$ (1,056,000)	$ 1,513,626	$ (1,429,236)

NOTE 14 - INTERNAL SERVICE FUND:

The District is exposed to various risks of loss related to; injuries to employees and medical claims. During the fiscal year, the District maintained an Internal Service Fund to account for and finance its uninsured risks of loss. The Self Insurance Fund provides for up to a maximum of $250,000 for each workers' compensation claim prior to 6/30/1998. Beginning July 1, 1998, the District is fully insured for workers' compensation. The Self Insurance Fund also provides for up to a maximum of $175,000 each plan year for medical claims. The District purchases commercial insurance for claims in excess of coverage provided by the fund and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

Funding of the Internal Service Fund is based on estimates of the amounts needed to pay prior and current year claims and premiums.

At June 30, 2010, the District accrued the claims liability in accordance with GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The amount of liability is estimated at $2,511,434. Changes in the reported liability are shown below:

	Beginning Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	Ending Fiscal Year Liability
Health and Benefits	$1,669,465	$ 17,625,996	$17,316,410	$1,979,051
Workers' Compensation	532,383	163,519	163,519	532,383
	$2,201,848	$ 17,789,515	$ 17,479,929	$2,511,434

NOTE 15 - FUNCTIONAL EXPENSE:

	Salaries	Employee Benefits	Supplies, Materials, Utilities, Other Expenses and Services	Student Financial Aid	Depreciation	Total
Instructional Activities	$ 62,065,728	$ 23,445,278	$ 2,696,223	$	$	$ 88,207,229
Academic Support	18,550,256	7,007,344	3,095,911			28,653,511
Student Services	17,249,942	6,516,151	1,078,649			24,844,742
Operation and Maintenance of Plant	6,456,747	2,439,031	4,874,118			13,769,896
Institutional Support	20,104,056	7,594,291	9,871,436			37,569,783
Community Services and Economic Development	384,715	145,326				530,041
Ancillary Services and Auxiliary Operations	19,468,088	6,391,374	14,055,289			39,914,751
Student Aid				41,434,905		41,434,905
Other Outgo	783,220	254,038	3,264,380			4,301,638
Depreciation Expense					13,608,527	13,608,527
Total	$ 145,062,752	$ 53,792,833	$ 38,936,006	$ 41,434,905	$ 13,608,527	$ 292,835,023

NOTE 16 - COMMITMENTS AND CONTINGENCIES:

A. Litigation

The District is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the District's financial statements.

B. Purchase Commitments

As of June 30, 2010, the District was committed under various capital expenditure purchase agreements for construction and modernization projects totaling approximately $32,101,400. Projects will be funded through bond proceeds, State funds and general funds.

REQUIRED SUPPLEMENTARY INFORMATION

COAST COMMUNITY COLLEGE DISTRICT

SCHEDULE OF POST-EMPLOYMENT HEALTH-CARE BENEFITS FUNDING PROGRESS
For the Fiscal Year Ended June 30, 2010

Actuarial Valuation Date	Actuarial Value of Assets (AVA)	Actuarial Accrued Liability (Entry Age Normal Method) (AAL)	Unfunded Actuarial Accrued Liability (UAAL)	Funding Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
5/1/2008	$ 27,621,836	$ 80,045,719	$ 52,423,883	34.5%	$ 103,916,507	50.45%
5/1/2010	29,483,684	90,506,727	61,023,043	32.5%	107,075,771	57.00%

Note: The plan's segregated assets are held in an irrevocable trust administered by the Retiree Health Benefit Program Joint Powers Agreement.

See the accompanying notes to the required supplementary information.

COAST COMMUNITY COLLEGE DISTRICT

NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
For the Fiscal Year Ended June 30, 2010

NOTE 1 - PURPOSE OF SCHEDULE:

Schedule of Post-employment Health-care Benefits Funding Progress

This schedule is prepared to show information for the most recent actuarial valuation and in future years, the information from the three most recent actuarial valuations in accordance with Statement No. 45 of the Governmental Accounting Standards Board, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. The schedule is intended to show trends about the funding progress of the District's actuarially determined liability for postemployment benefits other than pensions.

SUPPLEMENTARY INFORMATION

COAST COMMUNITY COLLEGE DISTRICT

HISTORY AND ORGANIZATION
June 30, 2010

The Coast Community College District encompasses approximately 105 square miles located in Orange County. The District currently operates Coastline College, Golden West College, Orange Coast College, and the District site. The District serves a large population in Orange County, which covers the communities of Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Midway City, Newport Beach, Santa Ana, Seal Beach/Surfside, Stanton, Sunset Beach and Westminster. The Chancellor is the chief administrative officer and is assisted by vice chancellors, deans, directors, division chairpersons, and members of the faculty in bringing educational excellence to the community. The Board of Trustees has five members elected at large to overlapping four-year terms.

BOARD OF TRUSTEES

Member	Office	Term Expires
Mr. Jim Moreno	Trustee	2010
Mr. Jerry Patterson	President	2012
Ms. Mary L. Hornbuckle	Trustee	2012
Dr. Lorraine Prinsky	Vice President	2012
Mr. Walter G. Howald	Trustee	2010
Mr. Lee Fuller	Student	2011

DISTRICT EXECUTIVE OFFICERS

Name	Title
Dr. Ding-Jo Currie	Chancellor
Dr. Dennis Harkins	President, Orange Coast College
Mr. Wes Bryan	President, Golden West College
Dr. Loretta Adrian	President, Coastline Community College
Mr. C.M. Brahmbhatt	Vice Chancellor of Finance and Administrative Services
Ms. Deborah Hirsh	Vice Chancellor, Human Resources
Mr. John Breihan (Interim)	Vice Chancellor of Educational Services and Technology

COAST COMMUNITY COLLEGE DISTRICT

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2010

Program Name	Federal Catalog Number	Pass-Through Entity Identifying Number	Total Program Expenditures
U.S. Department of Education:			
Direct:			
Student Financial Aid Cluster:			
Administrative Allowance	84.063	N/A	$ 104,143
Academic Competitiveness Grant	84.375A	N/A	158,819
American Recovery and Reinvestment Act (ARRA): Federal Work Study	84.033	N/A	107,599
Federal Work Study	84.033	N/A	505,924
Direct Student Loans	84.268	N/A	3,212,736
Federal Family Education Loans	84.032	N/A	3,624,018
Pell	84.063	N/A	30,426,819
Supplemental Educational Opportunities Grant (SEOG)	84.007	N/A	458,846
Subtotal Student Financial Aid Cluster			38,598,904
North American Renewable Energy Technology, No American Renewable Energy Technology	84.116N	N/A	48,867
Strengthening Institutions, Title III	84.031A	N/A	488,375
Passed Through California Department of Education:			
Vocational and Applied Technology Education Act, Tech Prep Consortia Project	84.048	23335	203,101
Vocational and Applied Technology Education Act, Tech Prep Regional Coordination	84.048	13929	315,000
Vocational and Applied Technology Education Act, Title I, Part C	84.048	23381	1,160,575
Vocational and Applied Technology Education Act, BIC-Business/CIS Education Advisory	84.048	23373	300,000
Vocational and Applied Technology Education Act, Career Development, State Advisory	84.048	23373	100,000
Vocational and Applied Technology Education Act, CIS Business Education, State Advisory	84.048	23373	37,995
Vocational and Applied Technology Education Act, Collaborative Learning	84.048	23373	100,000
English Literacy and Civics Education	84.002A	(1)	34,269
ESL-231 Grant	84.002A	(1)	87,657
Passed through California Community College Chancellor's Office:			
State Fiscal Stabilization Fund	84.394	(1)	715,270
Department of Agriculture:			
Passed through the California Department of Education:			
Child Development Food Program	10.558	(1)	55,470
Department of Health and Human Services			
Passed through California Community College Chancellor's Office:			
Temporary Assistance for Needy Families (TANF) Cluster:			
TANF Program	93.558	N/A	120,544
ARRA - Emergency Contingency Fund for TANF Program	93.714	(1)	82,218
Passed through California Department of Education:			
Child Development Federal Block Grant	93.596	13609,13941,13942	53,179
Child Development Programs	93.575	14130	17,104
Passed Through Yosemite Community College District			
Child Development Consortium	93.575	(1)	23,764

See the accompanying notes to the supplementary information.

COAST COMMUNITY COLLEGE DISTRICT

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2010

Program Name	Federal Catalog Number	Pass-Through Entity Identifying Number	Total Program Expenditures
Department of Labor:			
Passed Through County of Orange Housing and Community Services Department			
Workforce Investment Act Cluster:			
Workforce Investment Act, 15% Veteran Disadvantaged Worker	17.258	R865476	50,853
Workforce Investment Act, 25% Veteran Dislocated Worker	17.260	R865476	52,089
Workforce Investment Act, Disadvantaged Adult, Title II	17.258	R865476	747,279
Workforce Investment Act, Dislocated Worker Title III	17.260	R865476	1,465,061
Workforce Investment Act, ARRA, Disadvantaged Adult	17.258	R865476	389,962
Workforce Investment Act, ARRA, Employee Services and Dislocated Services	17.260	R865476	1,561,686
Workforce Investment Act, National Emergency Mortgage Grant	17.260	R865476	352,403
Workforce Investment Act, Orange County Support Services, Rapid Response	17.260	R865476	221,262
Workforce Investment Act, 25% Regional Veteran Services	17.260	R865476	102,822
Workforce Investment Act, 15% Regional Veteran Services	17.258	R865476	97,615
Workforce Investment Act, Allied Health Workforce	17.258	23522, 23530	113,592
Workforce Investment Act, ARRA, High Demand Training	17.258	(1)	182,649
Workforce Investment Act, ARRA High Demand Training Services,	17.260	(1)	156,805
Workforce Investment Act, New Start Prison to Employment	17.258	R970554	48,115
Subtotal Workforce Investment Act Cluster			5,542,193
Workforce Investment Act, Technology Based Learning	17.269	(1)	88,158
Workforce Investment Act, Nursing Expansion	17.207	(1)	402,000
Workforce Investment Act, Navigator Grant	17.261	R865476	31,962
Workforce Investment Act, Senior Community Service Svc Employment	17.235	R865476	98,742
National Science Foundation:			
Direct:			
C-Spirit Curriculum Development	47.076	N/A	46,897
Total federal program expenditures			$ 48,752,244
Student Financial Aid Loan Program:			
Perkins Program:	84.038		
Coast Community College District had the following loan balance outstanding as of 6/30/10			$ 3,281,923

Note: (1) Pass-through entity identifying number not readily available.
N/A Pass-through entity identifying number not applicable

See the accompanying notes to the supplementary information.

COAST COMMUNITY COLLEGE DISTRICT

SCHEDULE OF STATE FINANCIAL ASSISTANCE-GRANTS
For the Fiscal Year Ended June 30, 2010

Program Name	Program Revenues					Total Program Expenditures
	Cash Received	Accounts Receivable	Deferred Revenue	Accounts Payable	Total	
State Categorical Aid Programs:						
AS Registered Nurse Enrollment Growth Retention	$ 294,276	$ 22,705	$	$	$ 316,981	$ 316,981
AS Registered Nurse Nursing Degree Program	80,543				80,543	80,543
At Risk Children's Boating Scholarships	20,843		3,789		17,054	17,054
Basic Skills 08/09	454,304		330,374		123,930	123,930
Basic Skills 07/08	345,975				345,975	345,975
Basic Skills 09/10	286,873		285,615		1,258	1,258
Board Financial Assistance Administrative Allowance	1,476,324		102,166		1,374,158	1,374,158
CalWORKS	546,258			7,381	538,877	538,877
Career Technology Education Community Collaborative	650,836		226,288		424,548	424,548
Child Development Apportionment	187,819				187,819	187,819
Child Development Preschool Program	151,361	1,142			152,503	152,503
Community Collaborative Grant	310,000		310,000		-	-
Disabled Student Program Services (DSPS)	1,678,653				1,678,653	1,678,653
Economic Opportunity (EOPS)	1,955,085				1,955,085	1,955,085
EOPS-Coop Agency Resource Education	135,520				135,520	135,520
Evaluation Grant/State Career Tech Education	1,455,258	87,217	820,684		721,791	721,791
Industry Driven Regional Collaborative	91,971	17,519			109,490	109,490
Instructional Equipment / Library Materials	127,335		73,492		53,843	53,843
Instructional Equipment / Library Materials one-time	138,675		137,239		1,436	1,436
Lottery-Restricted Materials	294,963	539,618	378,622		455,959	455,959
Matriculation	1,218,987				1,218,987	1,218,987
Matriculation-Non Credit	57,066				57,066	57,066
Mental Health Training CA Law Enforcement	58,092	34,075			92,167	92,167
Middle College/High School - OCC	48,765	50,762			99,527	99,527
Nursing & Allied Health Equipment	18,571				18,571	18,571
On-The-Job-Training/Work Experience	214,073			18	214,055	214,055
RHORC Health Care Development	85,403	16,267			101,670	101,670
SII-Live Caption-Instructional Improvement	256		256		-	-
Staff Development	22,689		15,869		6,820	6,820
Staff Diversity	22,897		9,489		13,408	13,408
State Capital Outlay	9,317,481	4,085,219			13,402,700	13,402,700
State Hospital Program (Fairview)	632,817				632,817	632,817
STEM Career Technology Education Community Collaborative	288,571				288,571	288,571
Telecommunications and Technology Infrastructure Program (TTIP) Grant	116,520		35,821		80,699	80,699
Transfer and Articulation	5,445				5,445	5,445
Virtual Training for Law Enforcement	240,000	91,264			331,264	331,264
Total State Programs	$ 23,030,505	$ 4,945,788	$ 2,729,704	$ 7,399	$ 25,239,190	$ 25,239,190

See the accompanying notes to the supplementary information.

COAST COMMUNITY COLLEGE DISTRICT

SCHEDULE OF WORKLOAD MEASURES FOR STATE GENERAL APPORTIONMENT
ANNUAL (ACTUAL) ATTENDANCE
For the Fiscal Year Ended June 30, 2010

	Factored FTES Reported Data
A. Summer Intersession (Summer 2009 only)	
1. Noncredit[1]	77.65
2. Credit	2,387.00
B. Summer Intersession (Summer 2010 - Prior to July 1, 2010)	
1. Noncredit[1]	
2. Credit	
C. Primary Terms (Exclusive of Summer Intersession)	
1. Census Procedure Courses	
(a) Weekly Census Contact Hours	24,364.43
(b) Daily Census Contact Hours	1,385.14
2. Actual Hours of Attendance Procedure Courses	
(a) Noncredit[1]	674.95
(b) Credit	1,545.88
3. Independent Study/Work Experience	
(a) Weekly Census Contact Hours	4,409.52
(b) Daily Census Contact Hours	1,258.13
(c) Noncredit Independent Study/Distance Education Courses	
D. Total FTES	36,102.70
Supplemental Information (subset of above information)	
E. In-Service Training Courses (FTES)	16.78
H. Basic Skills courses and Immigrant Education	
(a) Noncredit[1]	477.00
(b) Credit	3,284.95
CCFS 320 Addendum	
CDCP Noncredit FTES	N/A
Centers FTES	
(a) Noncredit	N/A
(b) Credit	N/A

[1] Including Career Development and College Preparation (CDCP) FTES
N/A - Workload Measure is not applicable

See the accompanying notes to the supplementary information.

COAST COMMUNITY COLLEGE DISTRICT

RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT WITH AUDITED FUND BALANCES
For the Fiscal Year Ended June 30, 2010

	Self-Insurance Fund	Associated Student Body Funds
June 30, 2010 Annual Financial and Budget Report Fund Balance (CCFS-311)	$ 45,366,944	$ 5,931,371
Adjustments and Reclassifications:		
Understatement of accounts receivable		62,504
Understatement of incurred but not reported claims liability	(2,511,434)	
To remove other postemployment benefits trust fund for financial statement presentation	(28,685,440)	
June 30, 2010 Audited Financial Statement Fund Balances	$ 14,170,070	$ 5,993,875

Additional entries were made to comply with the GASB 34/35 reporting requirements. These entries are not considered audit adjustments for purposes of this reconciliation.

See the accompanying notes to the supplementary information.

COAST COMMUNITY COLLEGE DISTRICT

SCHEDULE OF COMBINED GENERAL FUND FINANCIAL TRENDS AND ANALYSIS
For the Fiscal Year Ended June 30,

	(Budget) 2011		2010		2009		2008	
	Amount	%	Amount	%	Amount	%	Amount	%
GENERAL FUND:								
Revenue								
Federal	$ 8,883,008	4.11	$ 10,745,253	5.04	$ 8,359,093	3.78	$ 7,519,038	3.37
State	82,061,398	37.97	82,816,481	38.81	95,160,680	42.99	99,178,356	44.40
County, Local and Other Sources	118,464,130	54.82	118,500,506	55.53	115,815,851	52.32	111,968,587	50.13
Other Financial Sources	500,000	0.23		-		-		-
Total Revenue	209,908,536	97.14	212,062,240	99.38	219,335,624	99.09	218,665,981	97.90
Expenditures								
Academic Salaries	73,419,506	33.97	80,805,960	37.87	83,247,032	37.61	81,423,244	36.45
Classified Salaries	51,538,206	23.85	55,435,203	25.98	56,482,752	25.52	55,925,369	25.04
Employee Benefits	48,760,557	22.56	49,033,184	22.98	48,164,864	21.76	45,266,847	20.26
Supplies and Materials	4,344,660	2.01	3,452,596	1.61	4,289,371	1.94	5,259,578	2.35
Other Operating Expenses and Services	25,991,763	12.03	19,621,859	9.20	22,723,876	10.26	20,955,084	9.38
Capital Outlay	2,590,851	1.20	2,072,905	0.97	2,163,104	0.97	5,713,967	2.56
Other Uses	7,011,577	3.24	1,449,613	0.68	2,344,907	1.06	2,132,887	0.96
Interfund Transfers Out	2,449,678	1.14	1,513,449	0.71	1,944,010	0.88	6,698,225	3.00
Total Expenditures	216,106,798	100.00	213,384,769	100.00	221,359,916	100.00	223,375,201	100.00
Change in Fund Balance	$ (6,198,262)	(2.87)	$ (1,322,529)	(0.62)	$ (2,024,292)	(0.91)	$ (4,709,220)	(2.11)
Ending Fund Balance	$ 13,500,000	6.25	$ 19,698,262	9.23	$ 21,020,791	9.50	$ 23,045,083	10.32
Available Reserve Balance	$ 13,500,000	6.25	$ 13,293,671	6.23	$ 16,750,000	7.57	$ 15,850,000	7.10
Full-time Equivalent Students	36,103		36,103		37,319		35,383	
Total Long-Term Debt	$ 378,442,999		$ 377,402,702		$ 376,007,529		$ 372,670,545	

IMPORTANT NOTES:

(1) Available reserve balance is the amount designated for general reserve.

(2) All percentages are of total expenditures excluding contingencies.

(3) The California Community College Chancellor's Office has provided guidelines that recommend an ending fund balance of 3% of expenditures as a minimum, with a prudent ending fund balance being 5% of expenditures.

See the accompanying notes to the supplementary information.

COAST COMMUNITY COLLEGE DISTRICT

SCHEDULE OF BUDGETARY COMPARISON FOR THE COMBINED GENERAL FUND
For the Fiscal Year Ended June 30, 2010

	General Fund		
	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Revenue from Federal Sources			
Higher Education Act	$ 1,532,602	$ 1,254,908	$ (277,694)
Workforce Investment Act	8,603,996	6,163,054	(2,440,942)
Temporary Assistance for Needy Families (TANF)	215,757	202,762	(12,995)
Vocational and Technical Education Act	2,216,825	2,216,671	(154)
Other Federal Revenue	954,602	907,858	(46,744)
Revenue from State Sources			
General Apportionments	65,869,782	66,395,504	525,722
Categorical Apportionments	13,418,051	11,040,209	(2,377,842)
Other State Revenues	4,826,936	5,380,768	553,832
Revenue from Local Sources			
Property Taxes	87,500,000	88,187,814	687,814
Interest and Investment Income	600,000	432,105	(167,895)
Student Fees and Charges	26,911,844	25,864,936	(1,046,908)
Other Local Revenue	5,449,065	4,015,651	(1,433,414)
TOTAL REVENUES	218,099,460	212,062,240	(6,037,220)
EXPENDITURES			
Academic Salaries	81,138,120	80,805,960	332,160
Classified Salaries	57,025,256	55,435,203	1,590,053
Employee Benefits	48,623,352	49,033,184	(409,832)
Supplies and Materials	5,461,582	3,452,596	2,008,986
Other Operating Expenses & Services	27,436,490	19,621,859	7,814,631
Capital Outlay	2,901,219	2,072,905	828,314
Other Uses	1,762,677	1,449,613	313,064
TOTAL EXPENDITURES	224,348,696	211,871,320	12,477,376
Excess (deficiency) of revenues over expenditures	(6,249,236)	190,920	6,440,156
OTHER FINANCING SOURCES (USES)			
Interfund Transfers Out	(1,538,388)	(1,513,449)	24,939
TOTAL OTHER FINANCING SOURCES (USES)	(1,538,388)	(1,513,449)	24,939
Excess (deficiency) of revenues over expenditures and other sources (uses)	$ (7,787,624)	(1,322,529)	$ 6,465,095
Fund Balances at Beginning of Year		21,020,791	
Fund Balances at End of Year		$ 19,698,262	

See the accompanying notes to the supplementary information.

COAST COMMUNITY COLLEGE DISTRICT

NOTES TO SUPPLEMENTARY INFORMATION
For the Fiscal Year Ended June 30, 2010

NOTE 1 - PURPOSE OF SCHEDULES:

A. Schedules of Expenditures of Federal Awards and State Financial Assistance

The audit of the Coast Community College District for the year ended June 30, 2010 was conducted in accordance with OMB Circular A-133, which requires a disclosure of the financial activities of all federally funded programs. To comply with A-133 and state requirements, the Schedule of Federal Awards and the Schedule of State Financial Assistance was prepared on the modified accrual basis of accounting.

B. Schedule of Workload Measures for State General Apportionment

The Schedule of Workload Measures for State General Apportionment represents the basis of apportionment of the Coast Community College District's annual source of funding.

C. Reconciliation of Annual Financial and Budget Report with Audited Fund Balances

This schedule reports any audit adjustments made to the fund balances of all funds as reported on the Form CCFS-311.

D. Schedule of General Fund Financial Trends and Analysis

This report is prepared to show financial trends of the General Fund over the past three fiscal years as well as the current year budget. This schedule is intended to identify if the District faces potential fiscal problems and if they have met the recommended available reserve percentages.

E. Schedule of Budgetary Comparison for the Combined General Fund

Continuing disclosure for the general obligation bond requires a budgetary comparison be presented for the General Fund (combined). This schedule presents the final General Fund budget as of the fiscal year end, actual amounts at fiscal year end and the variance between the final budget and actual amounts.

OTHER INDEPENDENT AUDITORS' REPORTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Board of Trustees
Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626

We have audited the basic financial statements of Coast Community College District (the District) as of and for the year ended June 30, 2010 which collectively comprise the District's basic financial statements, and have issued our report thereon dated November 16, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Coast Community College District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis.

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be a material weakness, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Coast Community College District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and questioned costs as item 10-01.

Coast Community College District's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the District's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, the audit committee, the Board, the California Department of Finance, the State Chancellor's Office and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Vicenti, Lloyd & Stutzman LLP

VICENTI, LLOYD & STUTZMAN LLP

November 16, 2010

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

The Board of Trustees
Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626

Compliance

We have audited the compliance of Coast Community College District (the District) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 *Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2010. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the District's management. Our responsibility is to express an opinion on the District's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the District's compliance with those requirements.

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

In our opinion, the District complied in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2010.

Internal Control Over Compliance

The management of the District is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the District's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance such that there is a reasonable possibility, that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, the audit committee, the Board, the California Department of Finance, the State Chancellor's Office and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Vicenti, Lloyd & Stutzman LLP

VICENTI, LLOYD & STUTZMAN LLP

November 16, 2010

REPORT ON STATE COMPLIANCE

The Board of Trustees
Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626

We have audited the basic financial statements of Coast Community College District, as of and for the year ended June 30, 2010, and have issued our report thereon dated November 16, 2010.

Our audit was made in accordance with auditing standards generally accepted in the United States of America, and the standards for financial and compliance audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the District's compliance with those requirements.

In connection with our audit referred to above, we selected and tested transactions and records to determine the District's compliance with the following state laws and regulations in accordance with the Chancellor's Office's California Community Colleges Contracted District Audit Manual (CDAM). Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination:

- Whether the District's salaries of classroom instructors equal or exceed 50 percent of the District's current expense of education in accordance with Section 84362 of the Education Code.

- Whether the District has the appropriate documentation to support the FTES, if any, that are claimed for instructional service agreements/contracts.

- Whether the District has the ability to support timely accurate and complete information for workload measures used in the calculation of State General Apportionment.

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REPORT ON STATE COMPLIANCE

- Whether the District has acted to ensure that the residency of each student is properly classified and that only the attendance of California residents is claimed for apportionment purposes.

- Whether the District claimed for apportionment purposes only the attendance of students actively enrolled in a course section as of the census date.

- Whether District has complied with all requirements necessary to claim FTES for the attendance of concurrently enrolled K-12 pupils.

- For programs not impacted by the provisions of Education Code Section 84043, whether the District had local funds to support at least 75 percent of the credit matriculation activities and that all matriculation expenditures are consistent with the District's State approved matriculation plan.

- For programs impacted by the provisions of Education Code Section 84043, whether the District held a regularly scheduled public hearing before funds were redirected and whether the funds were redirected among designated programs.

- Whether the Gann Limit Calculation was properly calculated and supported by adequate documentation.

- Whether the District is reporting the total amount that students should have paid for enrollment fees for the purpose of determining the District's share of annual apportionment.

- Whether the District expended CalWORKs program State and TANF funds to provide specialized student support services, curriculum development, or instruction to eligible CalWORKs students.

- Whether the District spent an amount equal to or greater than the amount provided by the State for scheduled maintenance and special repairs. Funds provided by the State must be to supplement, not supplant, District scheduled maintenance funds. The amount expended for plant maintenance and operations during the base year of 1995-96 was $8,928,842.

- Whether all District courses that qualify for State apportionment are open to enrollment by the general public unless specifically exempted by statute.

- Whether the District has adopted policies or regulations regarding the authority of the District to require students to provide various types of instructional materials and whether the District has advised students of the exemptions from payment of health fees and established a process to ensure that students may claim the exemptions.

In our opinion, except for finding 10-01 described in the accompanying schedule of findings and questioned costs Coast Community College District complied with the compliance requirements for the state programs listed and tested above. Nothing came to our attention as a result of the aforementioned procedures to indicate that Coast Community College District had not complied with the terms and conditions of state assisted educational programs not selected for testing.

REPORT ON STATE COMPLIANCE

Our examination of compliance made for the purposes set forth in the preceding paragraph of this report would not necessarily disclose all instances of noncompliance.

The District's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the District's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, the audit committee, Board, the California Department of Finance, the State Chancellor's Office and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Vicenti, Lloyd & Stutzman LLP

VICENTI, LLOYD & STUTZMAN LLP

November 16, 2010

FINDINGS AND RECOMMENDATIONS

COAST COMMUNITY COLLEGE DISTRICT

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SUMMARY OF AUDITOR RESULTS
June 30, 2010

Financial Statements

Type of auditor's report issued: *Unqualified*

Internal control over financial reporting:
- Material weakness(es) identified? ____ Yes __X__ No
- Significant deficiencies identified not considered to be material weaknesses? ____ Yes __X__ None reported

Noncompliance material to financial statements noted? ____ Yes __X__ No

Federal Awards

Internal control over major programs:
- Material weakness(es) identified? ____ Yes __X__ No
- Significant deficiencies identified not considered to be material weaknesses? ____ Yes __X__ None reported

Type of auditor's report issued on compliance for major programs: *Unqualified*

Any audit findings disclosed that are required to be Reported in accordance with Circular A-133, Section .510(a) ____ Yes __X__ No

Identification of major programs tested

CFDA Number(s)	Name of Federal Program or Cluster
17.258, 17.260	Workforce Investment Act
84.007, 84.032, 84.033, 84.063, 84.268 and 84.375A	Student Financial Assistance Cluster of Programs
84.031A	Strengthening Institutions, Title III
84.394	State Fiscal Stabilization Fund
93.558, 93.714	Temporary Assistance for Needy Families Cluster

Dollar threshold used to distinguish between Type A and Type B programs: $304,600

Auditee qualified as low-risk auditee? __X__ Yes ____ No

COAST COMMUNITY COLLEGE DISTRICT

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO FINANCIAL STATEMENTS
June 30, 2010

FINDING 10-01 – STATE COMPLIANCE: MATERIAL FEES

Original Finding 07-3

Finding: In accordance with regulations of the California Education Code, Section 76365, and the California Code of Regulations, Title 5, Section 59400-59408, students shall be required to provide required instructional and other materials for a credit or noncredit course, provided such materials are of continuing value to the student outside the classroom, and are not solely or exclusively available from the District. In addition, the materials must be tangible personal property that is owned or primarily controlled by the student. In our procedures performed, we noted that the students were paying fees for laboratory animals which do not have continuing value and are not tangible personal property.

Recommendation: The District must continue efforts to review all material fees charged to determine if they meet the criteria of a) have continuing value to the students outside the classroom setting and b) are tangible personal property that is owned or primarily controlled by the student. Fees charged for classes that do not meet the criteria should not be imposed.

District Response: The District is in the process of reviewing all material fees at each campus and will continue to ensure that student fees are charged in accordance with the California Education Code and Title 5.

COAST COMMUNITY COLLEGE DISTRICT

SCHEDULE OF FINDINGS AND QUESTIONED COSTS RELATED TO FEDERAL AWARDS
June 30, 2010

There were no findings and questioned costs related to federal awards for the year ended June 30, 2010.

COAST COMMUNITY COLLEGE DISTRICT

STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
June 30, 2010

FINDING 09-01 – STATE COMPLIANCE: MATERIAL FEES

Finding: In accordance with regulations of the California Education Code, Section 76365, and the California Code of Regulations, Title 5, Section 59400-59408, students shall be required to provide required instructional and other materials for a credit or noncredit course, provided such materials are of continuing value to the student outside the classroom, and are not solely or exclusively available from the District. In addition, the materials must be tangible personal property that is owned or primarily controlled by the student. In our procedures performed for 10 courses, the District charged the students more than the actual cost of the materials for one course. Moreover, for three courses, the students were paying fees for laboratory animals and groceries which do not have continuing value and are not tangible personal property.

Recommendation: We commend the District for making significant progress in establishing procedures to document actual cost paid for the materials and how each unit cost paid for the materials tied to fees charged to each student. However, the District must continue efforts to review all materials fees charged to determine if they meet the criteria of a) have continuing value to the students outside the classroom setting and b) are tangible personal property that is owned or primarily controlled by the student. Fees charged for classes that do not meet the criteria should not be imposed.

Current Status: Not implemented. See current year finding 10-01.

COAST COMMUNITY COLLEGE DISTRICT

STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
June 30, 2010

FINDING 09-02 – STATE COMPLIANCE: CONCURRENT ENROLLMENT

Finding: Procedures should be in place to adequately calculate and monitor for compliance with the concurrent enrollment ten percent and five percent rules. Per Education Code Section 76002(a)(4), the District shall not receive State apportionment for special part-time and full-time students enrolled in physical education courses as defined below:

- Five Percent Rule – courses where the ratio of special part-time and full-time students is in excess of five percent of the District's total reported FTES (Full Time Equivalent Students) of special part-time and full-time students
- Ten Percent Rule – courses where the ratio of special part-time and full-time students exceeds ten percent of total enrollment in each course section

Our testing noted that monitoring procedures are not in place over concurrent enrollment. Based upon the reports provided, we determined that the District was not in compliance in regards to the five percent rule, and also we identified two physical education courses with enrollment of special part-time and fulltime students in excess of ten percent of total enrollment. Course sections in excess of ten percent are an indication of non-compliance and overstate the FTES claimed on the CCFS-320.

Recommendation: Develop procedures to monitor and exclude the FTES generated as of census date for physical education courses in excess of the ten percent and five percent maximum from the CCFS-320 report.

Current Status: Implemented.

COAST COMMUNITY COLLEGE DISTRICT

STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
June 30, 2010

FINDING 09-03: ATTENDANCE: FULL-TIME EQUIVALENT STUDENT (FTES)

Finding: For all three campuses, we were unable to agree the detail and summary reports used to report FTES for student contact hours of daily census courses.

Questioned Cost: Understatement of 19.96 FTES

Recommendation: The District should continue to identify and correct any noted inconsistencies between the detail and summary reports. Additionally, the support and reports used to prepare the attendance reports should be periodically reviewed to ensure that the detail and summary amounts agree and the reports provide accurate data.

Current Status: Implemented.

COAST COMMUNITY COLLEGE DISTRICT

SCHEDULE OF FINDINGS AND QUESTIONED COSTS RELATED TO FINANCIAL STATEMENTS
June 30, 2010

FINDING 09-04 - ANTI-FRAUD PROGRAM

Finding: In accordance with auditing standards (SAS 99) related to our consideration of fraud, we are required to assess the organization's anti-fraud program. Although the District has some processes in place, we believe that additional controls and policies would strengthen the District's programs and bring it into alignment with the recommendations published by the American Institute of Certified Public Accountants, in their document entitled "Management Antifraud Programs and Controls: Guidance to Help Prevent, Deter, and Detect Fraud." The following recommendations are the result of interviews with a sample of management and employees regarding the culture of the organization and the intricacies of the current antifraud program.

Recommendation: We believe the District should consider the following:

- Adopt an organizational-wide code of ethics, which is permeated throughout the organization at least annually. It is important to provide a written document to promote honest and ethical conduct. This should be effectively communicated to employees through annual confirmation, training and management oversight.
- Integrate ethics into the training program for employees, including training on understanding and being aware of red flags related to fraud. This demonstrates the District's commitment to fraud awareness throughout the entity.
- Incorporate a formal, anonymous mechanism for reporting concerns about fraud. This should include a documented process for the receipt, retention and treatment of complaints that is confidential and anonymous.
- Conduct an analysis of the role management and the Audit Committee has in developing and implementing the antifraud program. Items to consider include whether the current staff levels adequately meet the objectives of the District, whether the staff is receiving sufficient training, whether the organizational structure provides a sufficient level of authority and oversight of the operations and whether tools are sufficient to enable staff to analyze and utilize computer assisted techniques. In the review of objectives, we believe attention should be given to provide a greater emphasis on risk-assessment in the financial accounting system, including FTES accounting and reporting.

Current Status: Substantially implemented.

CONTINUING DISCLOSURE INFORMATION

COAST COMMUNITY COLLEGE DISTRICT

CONTINUING DISCLOSURE INFORMATION (UNAUDITED)
June 30, 2010

Assessed valuation for fiscal year 2009-10	$93,420,654,067	(1)
Secured tax levies for fiscal year 2009-10	$ 80,381,443	(1)
Secured tax delinquencies for fiscal year 2009-10	$ 1,777,830	(1)
Secured tax collections for fiscal year 2009-10	$ 78,603,613	(1)

Largest 2009-10 Local Secured Taxpayers

Property Owner	Primary Land Use	2009-10 Assessed Valuation	% of Total (1)
1. The Irvine Company	Commercial	$1,551,256,228	1.66%
2. South Coast Plaza	Commercial	298,786,172	0.32
3. Rreef America REIT II Corp.	Commercial	266,940,501	0.29
4. United Dominion Realty LP	Apartments	262,914,520	0.28
5. Maguire Properties-Pacific Arts Plaza	Commercial	262,840,170	0.28
6. Bella Terra Associates LLC	Commercial	214,242,318	0.23
7. Mayer Financial, LP	Commercial	199,805,288	0.21
8. McDonnell Douglas Corp.	Industrial	154,227,802	0.17
9. Bella Terra Office JV LLC	Commercial	142,950,951	0.15
10. RTS-Sunflower, LLC	Apartments	141,252,266	0.15
11. 100 Bayview LLC	Commercial	124,161,333	0.13
12. Arden Realty LP	Commercial	123,633,710	0.13
13. Interinsurance Exchange of the Automobile Club of America	Commercial	121,828,168	0.13
14. Retail Property Trust	Commercial	120,592,546	0.13
15. UDR Newport Beach North LP	Apartments	117,788,896	0.13
16. Balboa Bay Club, Inc.	Commercial	117,748,389	0.13
17. Coronado South Apartments LP	Apartments	114,618,841	0.12
18. JKS-CMFV LLC	Commercial	106,192,591	0.11
19. Newport Healthcare Center LLC	Commercial	100,965,382	0.11
20. South Coast Home Furnishing Center LLC	Industrial	100,565,799	0.11
		$4,643,311,871	4.97%

(1) 2009-10 Local Secured Assessed Valuation: $93,420,654,067