



Coast Community College District Enterprise, Inc.

AGENDA

Board of Directors Meeting

Tuesday, March 11, 2014 at 12:00 P.M.

BOARD OFFICE CONFERENCE ROOM

REGULAR MEETING

1370 Adams Ave., Costa Mesa, CA 92626

- I. Call to Order
- II. Roll Call
- III. Opportunity for Public Comment

At this time, members of the public have the opportunity to address the Enterprise Board of Directors on any item which is within the jurisdiction of the Enterprise Corporation, even if the item is not on the agenda. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Directors" card needs to be completed and filed with the Secretary of the Enterprise Corporation prior to speaking.

The Board of Directors requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Please note that the Board of Directors cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board of Directors that are not on the agenda may, at their discretion, be referred to staff or placed on the next agenda for their 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 at (714) 438-4848, as soon as possible prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.

- IV. Approval of Minutes from Meeting of December 10, 2013 (Attachment 1)
- V. Update on Swap Meet Operations
 - a) Orange Coast College
 - b) Golden West College
 - c) Review of the Financial Statements (Attachment 2)
- VI. Report and Ratification of Staff Board Deliverables Per Master Agreement Requirements Sections 8, 10, 11, 13, 20, 22, and 28 (*See Duties under the Master Agreement Binder Tab 8*)
- VII. Report on and Ratification of Enterprise Director and Officer Liability Insurance Umbrella Coverage for FY 2013-2014 (*Any documents will be passed out at the Meeting*)
- VIII. Discussion and Possible Action Regarding a New Outside Auditor for the Enterprise Corporation (Attachment 3)
- IX. Reports
 - a) Timeline and Process for 2013-2014 Corporate Officer Goal Setting and Evaluations

(Attachment 4)

- b) Progress on Accounts Consolidation
- c) Revenue Enhancement Strategies
- d) Impact of Construction on Orange Coast College and Golden West College Swap Meets

- X. Recommendation and Possible Action on Alternate Management Strategies for the Enterprise Corporation**
- XI. Ratification of Resolution to Set Future Meeting Dates Through the End of 2014 (Attachment 5)**
- XII. Future Agenda Items**
 - a)
 - b)
 - c)
- XIII. Adjourn**



Coast Community College District Enterprise, Inc.

BOARD OF DIRECTORS REGULAR MEETING

Tuesday, December 10, 2013 at 12:00 P.M.

BOARD OFFICE CONFERENCE ROOM

1370 Adams Avenue, Costa Mesa, CA 92626

MINUTES

I. Call to Order

The meeting was called to order at 12:00 p.m.

II. Roll Call

Present

Mr. David Cline, Ms. Jane Hilgendorf, Mr. Susumu Yokoyama, Dr. Andrew Jones, Mr. Rick Kapko, and Mr. Ray Roberts. Mr. Tanner Kelly joined the meeting at 12:10 p.m.

Absent

None.

In Attendance

Dr. Jack P. Lipton, Dr. Richard Pagel, Ms. Janet Houlihan, Ms. Daniela Thompson, Ms. Julie Frazier-Mathews, Mr. Bill Kerwin, Mr. Doug Bennett, Mr. Paul Wisner, Ms. Rachel Kubik, and Mr. Jerry Patterson.

III. Introduction and Induction of New Director, Mr. Rick Kapko

Chairman Cline advised that Trustee Patterson would be sitting in for Trustee Moreno. The Board of Directors held brief introductions to welcome their newest member, Mr. Rick Kapko.

IV. Opportunity for Public Comment

None.

V. Approval of Minutes from Meeting of September 10, 2013

On a motion by Ms. Hilgendorf, seconded by Mr. Yokoyama, the Board of Directors voted 6-0 to approve the Minutes of September 10, 2013.

Members Voting Yes:	Ms. Hilgendorf, Mr. Cline, Mr. Yokoyama, Dr. Jones, Mr. Kapko, and Mr. Roberts
Members Voting No:	None
Members Absent:	Mr. Kelly

VI. Update on Swap Meet Operations

a) Orange Coast College:

Dr. Pagel provided a brief update on swap meet operations at Orange Coast College.

b) Golden West College:

Ms. Houlihan provided a brief update on swap meet operations at Golden West College and explained that they had recently contracted out cleanup.

c) Review of the September 30, 2013 Financial Statements:

Ms. Thompson provided an overview of the September 30, 2013 Financial Statements and advised that both sites were on target, with combined net revenues of \$388,585. She further informed the Board of Directors that the Audit had been completed and that there were no findings.

Mr. Kapko requested that information be presented quarterly and Dr. Pagel agreed and further offered to provide the information as percentage that reflects variance.

Agenda item # X Reports, Section b) *Progress of Accounts Consolidation* was discussed at this time.

Ms. Houlihan shared that the Officers of the Enterprise Corporation were working very hard toward merging the account structure so that both colleges were using the same system.

Chairman Cline explained that the swap meets emerged and developed independently and were then brought together under the Enterprise Corporation. He further shared that the efforts to harmonize the chart of accounts had been in progress for the last year and a half.

VII. Report on Ratification of Staff Board Deliverables per Master Agreement Requirements Sections 8, 10, 11, 13, 22, and 28

The Board of Directors reviewed the duties of the Enterprise Corporation and used this document as a reference to review the Statement of Revenue and Expenses for the period ending September 30, 2013.

Ms. Thompson provided a line by line explanation of the Statement of Revenue and Expenses and described how each related to the Enterprise Master Agreement.

General Counsel asked for clarification regarding the expenses categorized under Section 21 and Section 22 of the Master Agreement. Ms. Houlihan provided an explanation and Mr. Cline advised that in the future, the lines "Salaries and Benefits" would reference Section 22 of the Master Agreement rather than referencing Section 21.

General Counsel further questioned line items referencing Section 20 and the Board discussed the intent of Section 20 of the Master Agreement. Dr. Lipton advised having a separate Agenda item for each section of the contract.

The Board of Directors discussed their preferences for providing the financial statements. Trustee Patterson suggested making the financial statements more transparent to members of the public and Ms. Houlihan offered to add a legend at the bottom of the financial statements that referenced the Master Agreement.

Mr. Cline summarized that the document would start with the Directive 20 "Enterprise Expenditures" with all various expenditures/sections, indexed and pulled out of the financial statements as separate line items.

The Board of Directors and Officers continued their discussion of the financial statement with the goal of achieving complete transparency. Mr. Cline proposed that he lead a subcommittee to determine the best way of achieving this goal without making the process unduly burdensome.

Ms. Houlihan stated that she would work with Ms. Frazier-Mathews to schedule a meeting date in January 2014 for the subcommittee to meet and discuss in depth the line items that make up the Statement of Revenue and Expenses, in January 2014. Mr. Kapko volunteered to be part of the subcommittee.

Mr. Cline advised that Agenda item #8 Report on Ratification of Staff Board Deliverables per Master Agreement Requirements Sections 8, 10, 11, 13, 22, and 28 be postponed and brought back for discussion at the March 11, 2014 Meeting of the Enterprise Board of Directors.

On a motion by Mr. Cline, seconded by Mr. Kapko, the Board of Directors voted 7-0 to postpone Agenda item #8 Report on Ratification of Staff Board Deliverables per Master Agreement Requirements Sections 8, 10, 11, 13, 22, and 28 to be brought back for discussion at the March 11, 2014 Meeting of the Enterprise Board of Directors after review by a subcommittee consisting of Mr. Cline, Mr. Kapko, and others interested.

Members Voting Yes:	Ms. Hilgendorf, Mr. Cline, Mr. Yokoyama, Mr. Kelly, Dr. Jones, Mr. Kapko, and Mr. Roberts
Members Voting No:	None
Members Absent:	None

After some discussion Mr. Kelly proposed a motion to have General Counsel review the Master Agreement and present suggested Amendments at the next meeting of the Enterprise Board of Directors. This motion did not receive a second.

After further discussion Mr. Kelly made a motion, seconded by Dr. Jones, to create a subcommittee consisting of Chairman Cline, Dr. Lipton, Ms. Houlihan, and Dr. Pagel to review the Master Agreement.

Members Voting Yes:	Ms. Hilgendorf, Mr. Cline, Mr. Yokoyama, Mr. Kelly, Dr. Jones, Mr. Kapko, and Mr. Roberts
Members Voting No:	None
Members Absent:	None

VIII. Ratification of Enterprise Operations Director and Officer Liability Insurance Coverage for FY 2013-2014

Mr. Kerwin provided a verbal analysis of the Enterprise Director and Officer (D&O) Liability Insurance Coverage for FY 2013-2014. Concluding his presentation he advised that, due to a lack of history indicating the need for additional coverage, the minimal risk, and current scope of coverage, the current D&O insurance was more than sufficient.

Mr. Kerwin additionally provided an overview of General Operations Liability Insurance Coverage for FY 2013-2014 and concluded that, due to a lack of frequency, lack of claims, and lack of severity, the current General Operation Insurance coverage was also more than adequate.

Mr. Kerwin agreed to:

1. Research the availability of a \$10 million dollar umbrella policy for D&O insurance.
2. Clarify whether the District's General Liability Policy within the State Wide Association of Community Colleges (SWACC) Memorandum extends protections to the Enterprise and the Enterprise Board. If this is the case, Mr. Kerwin advised that the need for a \$10 million dollar umbrella policy would be negated by the extent of coverage provided.
3. Investigate the options for increasing excess coverage from the current \$500,000 to something in the millions, to allow for two layers of insurance that could only be triggered by exceeding the first layer.

Ms. Houlihan asked how the Foundation Board was covered and Mr. Kerwin indicated that it was done similarly.

Mr. Kerwin offered to prepare a document with the agreed upon information. Mr. Cline indicated that this information would then be shared at the next meeting of the Enterprise Board of Directors.

IX. Discussion Regarding a New Outside Auditor for the Enterprise Corporation

Chairman Cline shared that the Enterprise Board of Directors had been dissatisfied with the work of Vasquez & Company LLP and would like to investigate the options for a new outside Auditor.

Mr. Kelly asked for clarification regarding the source of dissatisfaction. Mr. Cline shared that the first instance was regarding an attempt to obtain an opinion regarding whether the Enterprise Corporation should be disbanded. For over a year the Officers worked with Vasquez to obtain an opinion and were unable to receive a clear answer, at great expense to the organization, Vasquez brought in a second contractor who rendered an opinion that was contrary to the recommendation provided by Vasquez. The second issue related to the reallocation of Enterprise funds to Measure M. There was a possibility that the funds were not appropriately distributed to the various Foundations that funded Measure M. The recommendations provided by Vasquez were determined to be dangerous and undoable.

Dr. Pagel added that the District was currently interviewing various Auditors and would come to a conclusion in early 2014.

Ms. Frazier-Mathews offered to provide the Board of Directors with copies of the reports provided to the Board of Trustees by the three interviewing firms.

This item would return to the Meeting of March 11, 2014.

X. Reports

a) Timeline and Process for 2013/2014 Corporate Officer Goal Setting and Evaluations:

Ms. Houlihan provided a brief overview and suggested that this item be added to the Agenda of items discussed by the subcommittee in January of 2014.

b) Progress of Accounts Consolidation:

This item was discussed during Agenda item #8 Report and Ratification of Staff Board Deliverables Per Master Agreements Sections 8,10,11,13,22 and 28.

c) Revenue Enhancement Strategies:

Ms. Houlihan shared that the Enterprise Corporation was still exploring the possibility of preferred parking. She further shared that at the March 11, 2014 Meeting of the Enterprise Board of Directors, she would provide a report on the possibility of holding a food fair.

d) Impact of Construction on Orange Coast College and Golden West College Swap Meets:

Dr. Pagel provided a brief update on the restroom project and the new math/business and computing building. He also provided an overview of future projects including: the Recycling Center 2014, Solar Field Project 2015, and possibly Student Housing 2015.

e) Closure of Orange Coast College Swap Meet for Bowl College Series Visiting Team (Weekend January 4-5, 2014):

Mr. Bennett explained that the Orange College swap meet would be closed January 4-5 to allow for the rental of the Orange Coast College Football field to Florida State. Dr. Pagel added that the rental provided Orange Coast College with \$80,000.

XI. Presentation of Study Results on Alternate Management Strategies for the Enterprise Corporation

Ms. Houlihan provided an update on the investigation of alternate management strategies. She shared that the study focused on six colleges for review. According to Ms. Houlihan, Santa Fe Springs was operated independently, Cypress and Los Angeles City were contracted out, Los Angeles Harbor operated in house, Ontario did not want to participate in the survey, and Antelope Valley could not be reached. She further shared that the hope was to reach out to the swap meet Association and ask them to conduct the study. Ms. Houlihan shared that Dr. Jones had asked her and Dr. Pagel to discuss with the College Presidents the impact of operating the swap meets. Chancellor Jones summarized that one of the concerns previously stated was that the time of the Officers who run the Enterprise Corporation was more valuable to the institution. Dr. Jones shared some of the options for continuing to operate internally. One was to either hire employees to focus on the operation and management of the swap meets, or create a hybrid that would be partially outsourced and partially internal. Dr. Jones recommended that the swap meets continue to operate as they had and provide a specific recommendation at the March 11, 2014 Meeting of the Enterprise Board of Directors.

XII. Future Meeting Dates

On a motion by Mr. Cline, seconded by Ms. Hilgendorf, the Board of Directors voted 7-0 to approve the following meeting dates for Calendar Year 2014:

March 11, 2014	Regular Meeting
June 10, 2014	Regular Meeting
September 9, 2014	Regular Meeting
December 9, 2014	Regular Meeting

Members Voting Yes:	Ms. Hilgendorf, Mr. Cline, Mr. Yokoyama, Mr. Kelly, Dr. Jones, Mr. Kapko and Mr. Roberts
Members Voting No:	None
Members Absent:	None

XII. Future Agenda Items

- a) Update on Swap Meet Operations (Review of Financial Statements)
- b) Report on Ratification of Staff Board Deliverables per Master Agreement
- c) Ratification of Enterprise Operations Director and Officer Liability Insurance Coverage for FY 2013-2014
- d) Discussion and Update on a New Outside Auditor for the Enterprise Corporation
- e) Recommendation on Alternate Management Strategies for the Enterprise Corporation

XIV. Adjourn

There being no further business to discuss, it was moved by Ms. Hilgendorf, and seconded by Dr. Jones to adjourn the meeting at 1:54 p.m.

Members Voting Yes:	Ms. Hilgendorf, Mr. Cline, Mr. Yokoyama, Mr. Kelly, Dr. Jones, Mr. Kapko and Mr. Roberts
Members Voting No:	None
Members Absent:	None

Secretary of the Enterprise

CCCD ENTERPRISES, Inc.
Statement of Net Assets
For the Period Ending December 31, 2013

	OCC	GWC	TOTAL
ASSETS			
Cash in Bank - Union Bank	\$ 573,992	\$ 1,364,856	\$ 1,938,848
Equipment (Fixed Assets)	\$ 33,657	\$ 557,825	\$ 591,482
Accumulated Depreciation (Equipment)	(32,067)	(526,867)	(558,934)
Total Fixed Assets	\$ 1,589	\$ 30,959	\$ 32,548
Prepaid Expense	\$ 112,844	\$ 28,776	\$ 141,620
Accounts Receivable	73,933	10,000	83,933
Deferred Expense Payroll & Other Assets	40,000	59,468	99,468
Total Other Assets	\$ 226,777	\$ 98,244	\$ 325,021
TOTAL ASSETS	\$ 802,358	\$ 1,494,059	\$ 2,296,417
LIABILITIES			
Accounts Payable	\$ 104,335	\$ 223,551	\$ 327,886
Reserve for Statedated Checks	\$ 5,513		\$ 5,513
Accounts Payable-Encumbrances		697,354	697,354
Deferred Taxes	1,100	27,300	28,400
Suspense - Liabilities	52,753		52,753
Total Other Liabilities	\$ 59,366	\$ 724,654	\$ 784,020
Total Liabilities	\$ 163,701	\$ 948,204	\$ 1,111,906
EQUITY			
Retained Earnings	\$ 1,697,097	\$ 2,371,025	\$ 4,068,122
Common Stock/Equity	\$ 158	\$ -	\$ 158
Dividends	\$ (1,200,000)	\$ (2,025,000)	\$ (3,225,000)
Net Profit	\$ 141,401	\$ 199,830	\$ 341,231
Total Equity	\$ 638,657	\$ 545,854	\$ 1,184,511
TOTAL LIABILITIES and EQUITY	\$ 802,358	\$ 1,494,059	\$ 2,296,417

CCCD ENTERPRISES, Inc.
Statement of Revenue and Expense
For the Period Ending December 31, 2013

	OCC	GWC	TOTAL	YTD BUDGET	ANNUAL BUDGET
REVENUE					
Sales - Tickets/Spaces	\$ 1,679,491	\$ 1,666,470	\$ 3,345,961	\$ 3,094,700	\$ 6,189,400
Interest Income		\$ 54	54.20	\$ 75	\$ 150
Misc. Income & Other Fees	2,325		2,325	\$ 6,000	\$ 12,000
Total Other Income	\$ 2,325	\$ 54	\$ 2,379	\$ 6,075	\$ 12,150
TOTAL REVENUE	\$ 1,681,816	\$ 1,666,524	\$ 3,348,340	\$ 3,100,775	\$ 6,201,550
EXPENSES (Master Agreement #: 13 & 20)					
Salaries and Benefits (#22)					
Salaries	\$ 551,190	\$ 535,190	\$ 1,086,380	\$ 1,191,200	\$ 2,382,400
Benefits	118,291	126,748	\$ 245,039	\$ 165,000	\$ 330,000
Subtotal	\$ 669,481	\$ 661,938	\$ 1,331,419	\$ 1,356,200	\$ 2,712,400
Operating expenses					
Custodial Supplies		30,000	\$ 30,000	\$ 17,500	\$ 35,000
Grounds/Cart Maintenance		21,250	\$ 21,250	\$ 42,500	\$ 85,000
Maintenance Supplies		19,500	\$ 19,500	\$ -	\$ -
Rent - Facility (#28)	67,500	76,400	\$ 143,900	\$ 142,100	\$ 284,200
Rent - Parking Spaces (#10)	600,000	436,590	\$ 1,036,590	\$ 1,036,590	\$ 2,073,180
Repair & Maint. - Site			\$ -	\$ 6,250	\$ 12,500
Repair & Maint. - Equipment & Vehi	2,042	15,698	\$ 17,740	\$ 14,850	\$ 29,700
Repair & Maint. - Parking Lot		32,400	\$ 32,400	\$ 42,500	\$ 85,000
Service Maintenance Agreements		2,832	\$ 2,832	\$ 1,500	\$ 3,000
Supplies	7,839	5,579	\$ 13,418	\$ 13,000	\$ 26,000
Technology Software Support		4,660	\$ 4,660	\$ 3,750	\$ 7,500
Subtotal	\$ 677,381	\$ 644,909	\$ 1,322,291	\$ 1,320,540	\$ 2,641,080
Other Expenses					
Advertising			\$ -	\$ 3,900	\$ 7,800
Audit Fees			\$ -	\$ 2,750	\$ 5,500
Bad Debt		630	\$ 630	\$ 400	\$ 800
Bank Charges	5,504	11,724	\$ 17,229	\$ 13,340	\$ 26,680
Cash Over/Short	121	120	\$ 241	\$ 100	\$ 200
Compensation Pool			\$ -	\$ 45,000	\$ 90,000
Conferences, Meetings, & Mileage			\$ -	\$ 250	\$ 500
Contributions	25,000		\$ 25,000	\$ 20,000	\$ 40,000
Dues/Memberships		983	\$ 983	\$ 1,350	\$ 2,700
Equipment Depreciation			\$ -	\$ 845	\$ 1,689
Equipment Lease	8,946		\$ 8,946	\$ 11,975	\$ 23,950
Equipment Purchase		1,750	\$ 1,750	\$ 20,500	\$ 41,000
Food & Beverage	1,050		\$ 1,050	\$ 600	\$ 1,200
Insurance - Prop/Liab	3,581	21,633	\$ 25,214	\$ 22,500	\$ 45,000
Legal Fees	2,697		\$ 2,697	\$ 6,150	\$ 12,300
Management Oversight Fees (#8)	23,732	25,003	\$ 48,736	\$ 46,178	\$ 92,355
Merchant Fees	822	15,304	\$ 16,126	\$ 6,000	\$ 12,000
Office Supplies	1,462		\$ 1,462	\$ 1,200	\$ 2,400
Other Expense			\$ -	\$ 500	\$ 1,000
Permits/Licenses		2,976	\$ 2,976	\$ 2,170	\$ 4,340
Postage	350		\$ 350	\$ 1,000	\$ 2,000
Printing		2,148	\$ 2,148	\$ 1,000	\$ 2,000
Telephone/Utilities	1,288		\$ 1,288	\$ 28,700	\$ 57,400
Trademark License (#11)	27,500	15,000	\$ 42,500	\$ 30,000	\$ 60,000
Uniforms		1,575	\$ 1,575	\$ 1,250	\$ 2,500
Waste Disposal	91,499	61,000	\$ 152,499	\$ 126,700	\$ 253,400

CCCD ENTERPRISES, Inc.
Statement of Revenue and Expense
For the Period Ending December 31, 2013

	OCC	GWC	TOTAL	YTD BUDGET	ANNUAL BUDGET
TOTAL EXPENSES	\$ 1,540,414	1,466,694	\$ 3,007,109	\$ 3,071,097	\$ 6,142,194
Taxes				\$ 25,542	\$ 51,083
NET REVENUE/(LOSS)	<u>141,401</u>	<u>199,830</u>	<u>341,231</u>	<u>4,137</u>	<u>8,273</u>

LEGEND: Deliverables Per Master Agreement Requirements

Section #	Title	Description
8	Management Oversight	Pay 1.5% of gross revenues from Swap Meets to District Foundation
		Pay to District fees per District Board Policy 6702.
		GWC: 1260 Parking Spaces x \$7 = \$8,820 x 99 Days per year = \$873,180
		OCC: 1649 Parking Spaces x \$7 = \$11,543 x 104 Days per year = \$1,200,472
10	Property License Fee	Total Amount for Parking Spaces per year : \$2,073,652
11	Trademark Licenses	Pay to District annual fee of \$60,000
13	Expenses	Reimburse District for Swap Meet costs and expenses paid by District
20	Enterprise Expenditures	Enterprise Board to approve/ratify all Enterprise expenditures
22	Enterprise Use of Dist Employ	Reimburse District for personnel costs
		Pay fees to District for Facilities used set forth in Appendix C.
		GWC: \$152,800 Annually
28	Enterprise Use of Dist Facilitie	OCC \$135,000 Annually

**RATIFICATION/APPROVAL OF PO
CCCD ENTERPRISE BOD
October - December 2013**

PO#	DATE	VENDOR	PO AMOUNT	SITE	OBJECT CODE
70316	7/24/2013	WAXIE SANITARY SUPPLY	\$ 13,000.00	OCC	4430
70325	8/27/2013	GRAINGER	\$ 601.63	OCC	4430
70323	8/27/2013	LOPEZ WORKS INCORPORATED	\$ 132,000.00	OCC	5240
70315	7/24/2013	HOME DEPOT THE	\$ 2,000.00	OCC	5245
70317	7/24/2013	BATTERY SYSTEMS	\$ 2,000.00	OCC	5245
70324	8/27/2013	C R & R INCORPORATED	\$ 30,000.00	OCC	5275
70326	8/27/2013	WARE DISPOSAL INC	\$ 40,000.00	OCC	5275
70320	7/24/2013	SIGN-MART	\$ 1,500.00	OCC	5605
70322	8/27/2013	TROJAN PORTABLE TOILETS	\$ 25,000.00	OCC	5645
70319	7/24/2013	OCC CAFETERIA	\$ 800.00	OCC	5650
70321	7/26/2013	FOLLETT HIGHER EDUCATION GROUP	\$ 1,500.00	OCC	5670
70318	7/24/2013	MESA GOLF CART INC.	\$ 8,000.00	OCC	5245
E2238	11/21/2013	BearCom	\$ 1,750.00	GWC	5030
E2235	10/4/2013	Par West Turf Services, Inc	\$ 1,000.00	GWC	5032
E2236	10/17/2013	So Cal Property Serv	\$ 5,400.00	GWC	5072
E2237	11/21/2013	S.C.Signs & Supplies	\$ 199.43	GWC	5083
E2232	11/21/2013	Block & Company	\$ 64.17	GWC	5083
E2204	10/15/2013	Canon Solutions America	\$ 250.26	GWC	5088
E2239	11/25/2013	Golden West College-Rental Agreement	\$ 512,990.00	GWC	5067/5061/5071
PO TOTAL			\$ 778,055.49		

**RATIFICATION/APPROVAL OF PO
CCCD ENTERPRISE BOD
October - December 2013**

OBJECT CODE	DESCRIPTION	AMOUNT
4430	Purchase Supplies	\$ 13,601.63
5030	Equipment - Admin	\$ 1,750.00
5032	Repair Maintenance	\$ 1,000.00
5072	Parking Lot Maintenance	\$ 5,400.00
5083	Supplies	\$ 263.60
5088	Service Maintenance Agreements	\$ 250.26
5240	Overtime	\$ 132,000.00
5245	Repair & Maint - Equip	\$ 12,000.00
5275	Waste Disposal	\$ 70,000.00
5605	Advertising	\$ 1,500.00
5645	Equipment - Lease/Rental	\$ 25,000.00
5650	Food & Beverage	\$ 800.00
5670	Office Supplies-Swapmeet	\$ 1,500.00
5067/5061/5071	Rent Facilities, Parking Spaces, Marquee	\$ 512,990.00
		<u><u>\$ 778,055.49</u></u>

RATIFICATION of CHECKS
CCCD ENTERPRISE BOD
October - December 2013

CHECK #	VENDOR	SITE	AMOUNT
73950	GRAINGER	OCC	601.65
73949	BURKE, WILLIAMS & SORENSEN, LLP	OCC	319.00
73951	HOME DEPOT THE	OCC	278.09
73952	COAST COMMUNITY COLLEGE DISTR	OCC	84,082.86
73957	COAST COMMUNITY COLLEGE DISTR	OCC	34,916.19
73958	COAST COMMUNITY COLLEGE DISTR	OCC	7,500.00
73959	COAST COMMUNITY COLLEGE DISTR	OCC	41,666.67
73954	OCC ANCILLARY A/R	OCC	49,000.00
73955	OCC CO-CURRICULAR	OCC	100,000.00
73956	WARE DISPOSAL INC	OCC	1,318.83
73953	OCC ANCILLARY	OCC	2,712.98
73963	OCC ANCILLARY A/R	OCC	232.99
73961	CCCD FOUNDATION	OCC	3,756.98
73962	LOPEZ WORKS INCORPORATED	OCC	10,750.00
73964	VERIZON WIRELESS	OCC	202.11
73960	C R & R INCORPORATED	OCC	1,505.36
73967	WAXIE SANITARY SUPPLY	OCC	2,653.02
73965	BURKE, WILLIAMS & SORENSEN, LLP	OCC	1,450.00
73966	WARE DISPOSAL INC	OCC	1,253.73
73969	COAST COMMUNITY COLLEGE DISTR	OCC	30,334.51
73975	WAXIE SANITARY SUPPLY	OCC	247.86
73971	LOPEZ WORKS INCORPORATED	OCC	10,750.00
73974	WARE DISPOSAL INC	OCC	1,591.57
73972	STAPLES CREDIT PLAN	OCC	623.16
73968	C R & R INCORPORATED	OCC	1,119.19
73973	TROJAN PORTABLE TOILETS	OCC	1,789.00
73970	CRUZ, EDUARDO	OCC	10.00
73977	COAST COMMUNITY COLLEGE DISTR	OCC	41,666.67
73978	OCC ANCILLARY A/R	OCC	49,000.00
73979	OCC CO-CURRICULAR	OCC	100,000.00
73976	CCCD FOUNDATION	OCC	14,018.43

RATIFICATION of CHECKS**CCCD ENTERPRISE BOD****October - December 2013**

73986	OCC FOUNDATION	OCC	25,000.00
73981	OCC FOUNDATION	OCC	25,000.00
73988	VERIZON WIRELESS	OCC	198.02
73983	VERIZON WIRELESS	OCC	198.02
73989	WARE DISPOSAL INC	OCC	2,288.08
73984	WARE DISPOSAL INC	OCC	2,288.08
73985	MESA GOLF CART INC.	OCC	1,040.04
73980	MESA GOLF CART INC.	OCC	1,040.04
73987	TROJAN PORTABLE TOILETS	OCC	1,789.40
73982	TROJAN PORTABLE TOILETS	OCC	1,789.40
73990	COAST COMMUNITY COLLEGE DISTR	OCC	30,780.66
73991	LOPEZ WORKS INCORPORATED	OCC	10,750.00
73995	WARE DISPOSAL INC	OCC	1,485.69
73992	OCC ANCILLARY	OCC	75.00
73993	STAPLES CREDIT PLAN	OCC	395.20
73994	TROJAN PORTABLE TOILETS	OCC	1,789.40
73997	HOME DEPOT THE	OCC	210.59
73996	C R & R INCORPORATED	OCC	1,245.94
73998	OCC ANCILLARY A/R	OCC	58,000.00
74000	OCC CO-CURRICULAR	OCC	100,000.00
73999	OCC CAFETERIA	OCC	277.86
74001	VERIZON WIRELESS	OCC	399.05
74003	VERIZON WIRELESS	OCC	201.03
74002	THE TULSA RIB COMPANY	OCC	572.40
			862,164.75
4883	STEAMX, LLC	GWC	174.83
4884	Pete's Road Service, Inc	GWC	719.45
4885	Golden West College	GWC	802.39
4886	Great Western Sanitary Supplie	GWC	2,288.54
4887	Rainbow Disposal Co., Inc.	GWC	3,442.67
4888	Staples Credit Plan	GWC	210.37
4889	Lundell, Candy	GWC	31.95

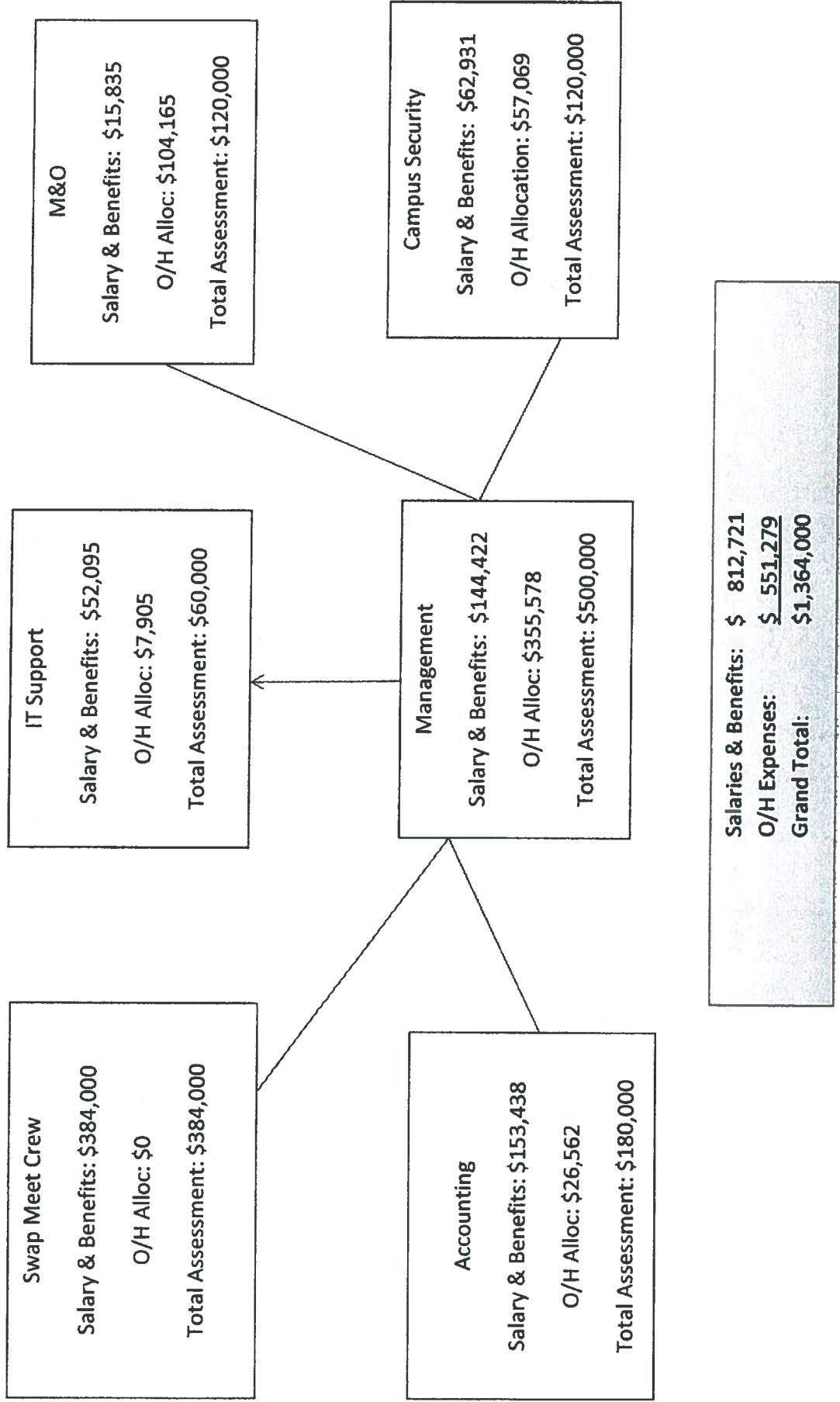
RATIFICATION of CHECKS**CCCD ENTERPRISE BOD****October - December 2013**

4890	E-SoftSys LLC	GWC	390.00
4891	CCCD Foundation	GWC	14,978.60
4892	CCCD	GWC	95,314.33
4893	Canon Solutions America, Inc	GWC	250.26
4894	Battery Systems	GWC	808.44
4895	Waxie Sanitary Supply	GWC	1,293.30
4896	Juarez, Pedro	GWC	105.00
4898	E-SoftSys LLC	GWC	390.00
4899	Golden West College	GWC	105.00
4900	Golden West College	GWC	665.08
4901	CCCD	GWC	84,769.32
4902	Golden West College	GWC	45.62
4903	Rainbow Disposal Co., Inc.	GWC	4,705.50
4914	Block and Company, Inc	GWC	61.62
4915	Chhabra, Sandeep	GWC	280.00
4916	City of Huntington Beach	GWC	2,358.68
4917	Lundell, Candy	GWC	31.95
4918	STEAMX, LLC	GWC	89.60
4919	Waxie Sanitary Supply	GWC	5,497.20
4920	Bishop Co	GWC	382.70
4921	CCCD Foundation	GWC	7,500.00
4922	E-SoftSys LLC	GWC	390.00
4923	Golden West College	GWC	53,192.46
4924	Lundell, Candy	GWC	31.95
4925	Rainbow Disposal Co., Inc.	GWC	3,769.12
4926	Rainbow Disposal Co., Inc.	GWC	310.55
4927	S.C. Signs & Supplies	GWC	199.43
4928	So Cal Property Services	GWC	5,400.00
4929	Goldenwest Plaza, LLC	GWC	6,270.00
			297,255.91

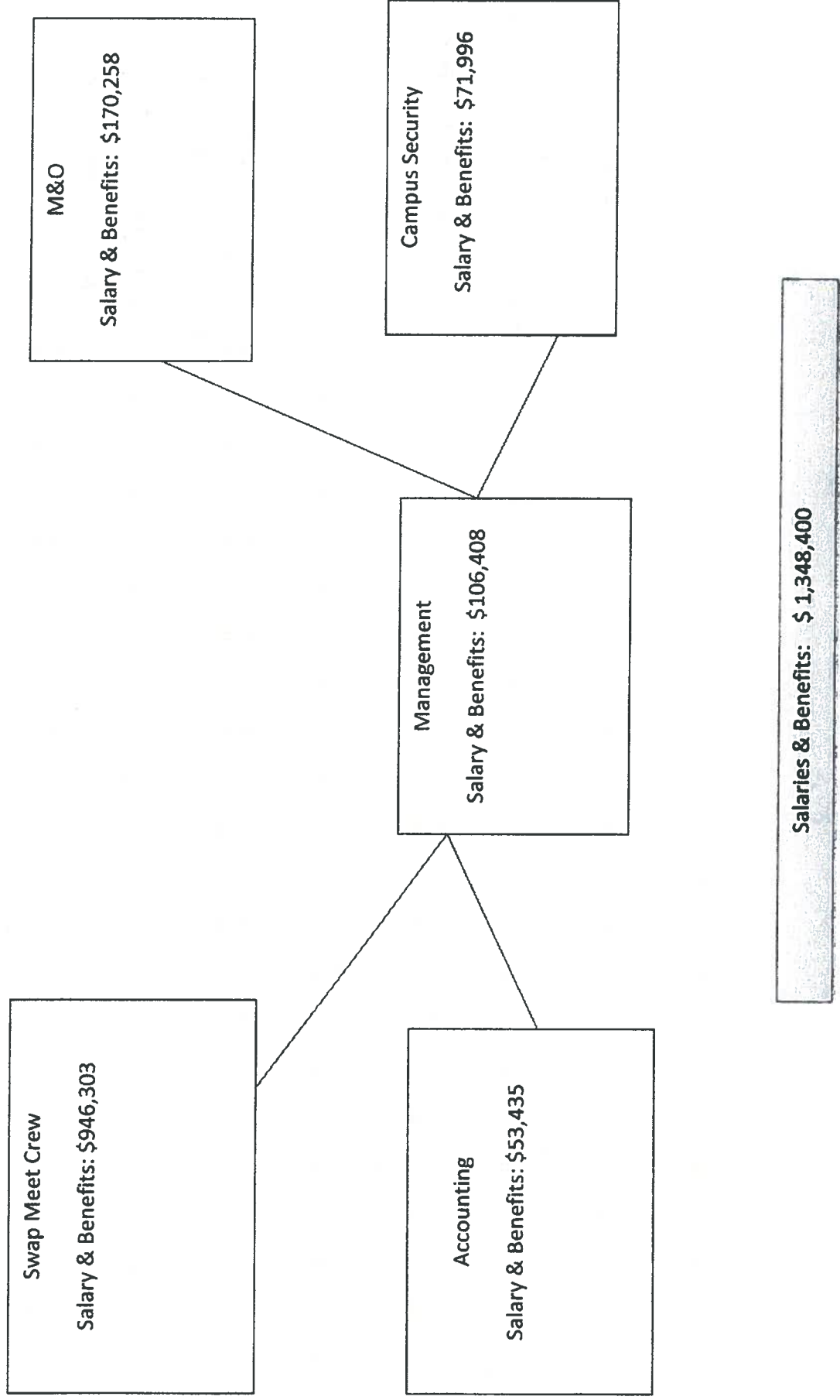
OCC \$ 862,164.75**GWC \$ 297,255.91**

TOTAL CHECKS \$ 1,159,420.66

CCCD-ENTERPRISE INC.
Orange Coast College
Organizations Structure for Salaries, Benefits, and O/H Expenses



CCCD-ENTERPRISE INC.
Golden West College
Organizations Structure for Salaries & Benefits



COAST COMMUNITY COLLEGE DISTRICT

Standard Professional Services Agreement

This Standard Professional Services Agreement ("Agreement") is entered into between the **Coast Community College District**, a California public educational entity, hereinafter called "District", and **Vicenti, Lloyd & Stutzman, LLP**, hereinafter called Consultant, to furnish certain services upon the terms and conditions as set forth herein. The District and Consultant may be referred to herein individually as "Party" and collectively as "Parties."

I. CONSULTANT SERVICES AND RESPONSIBILITIES. The Consultant shall furnish the following services:

A. Act as a Consultant to the District to perform consulting services. The District will issue a written purchase order as the mechanism authorizing the specific services set forth pursuant to Exhibit A, the Consultant's proposal as revised and accepted by District. The purchase order and signed proposal shall state the particular area of concern, the specific services to be performed, the schedule for their completion, and their estimated cost. Any changes in the Scope of Work shall require a separate purchase order and proposal.

B. Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, and other materials as required and as authorized by the District.

II. TERM. The term of this Agreement shall be commence on **February 10, 2014** and shall expire on **February 10, 2017**, unless terminated earlier in accordance with the terms hereof, which term may be extended by the mutual agreement of the District and the Consultant and upon the approval of their governing boards.

A. **DISTRICT-INITIATED TERMINATION.** If the District determines that the Consultant has failed to perform in accordance with the terms and conditions of this Agreement, the District may terminate all or part of the Agreement for cause. This termination shall become effective if the Consultant does not cure its failure to perform within ten days (or more, if authorized in writing by the District) after receipt of a notice of intention to terminate from the District specifying the failure in performance. If a termination for cause does occur, the District shall have the right to withhold monies otherwise payable to the Consultant until the services under this Agreement are completed. If the District incurs additional costs, expenses, or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted; the balance will be paid to the Consultant upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by the District exceed the amounts withheld, the Consultant shall be liable to the District for the difference.

B. The District may terminate this Agreement for convenience at any time upon written notice to the Consultant. The Consultant shall be compensated for services acceptable to the District through the date of termination.

C. CONSULTANT-INITIATED TERMINATION. The Consultant may terminate this Agreement for cause if the District fails to cure a material default in its performance within a period of thirty days, or such longer period as the Consultant may allow, after receipt from the Consultant of a written termination notice specifying the default in the District's performance. In the event of termination for cause by the Consultant, the District will pay the Consultant in accordance with paragraph ILA.

III. GENERAL PROVISIONS

A. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor, and Consultant shall perform all services required hereunder as an independent contractor and not as an agent or employee of the District.

B. CONSULTANT HIRING. The Consultant shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

C. SUBCONSULTANTS. The Consultant shall fully cooperate with other professionals employed by the District in the production of other work related to its services. The Consultant shall contract for or employ, at its expense, such professional subconsultants, as the Consultant deems necessary for the completion of the services. The Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between the District and the Consultant's subconsultants or subcontractors employed under the terms and conditions of this Agreement. The Consultant shall be solely responsible for payment and obligations of any subconsultants or subcontractors.

D. LEGAL AND REGULATORY COMPLIANCE. The Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, standards, the District Board Policy and Regulations, including without limitation all applicable licensing requirements.

E. OWNERSHIP AND USE OF DOCUMENTS. Drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials furnished by Consultant hereunder shall be and shall remain the property of District. In the event of Agreement termination by either Party for any reason, as provided under this Agreement, the District will have the right to receive, and the Consultant shall promptly provide to the District, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the District retains the right to receive and use any such documents or materials.

F. CONSULTANT'S ACCOUNTING RECORDS. All books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. The District or the District's authorized representative shall have access to and the right to audit and the right to copy all of the Consultant's books and records. The Consultant records shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least three years from the date of Final Payment under this Agreement.

G. CONFLICT OF INTEREST. The Consultant affirms that to the best of its knowledge, there exists no actual or potential conflict of interest, as defined in the California Government Code, between the Consultant and the District for the services provided under this Agreement. The Consultant agrees to timely inform the District in writing concerning any possible conflict of interest that may later be discovered by the Consultant.

H. SUCCESSORS AND ASSIGNS. If the Consultant transacts business as an individual, upon the Consultant's death or incapacitation, the District will automatically terminate this Agreement as of the date of such event. If so terminated, neither the Consultant nor the Consultant's estate shall have any further right to perform hereunder, and District shall pay the Consultant, or the Consultant's estate, the prorated unpaid compensation due under Article IV for any services rendered prior to this termination. This Agreement shall be binding upon the District and the Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by the Consultant without the prior written consent and approval of the District.

I. INFORMATION FURNISHED BY DISTRICT. If required for the performance of the Consultant's services, the District will furnish information, surveys, reports, as-builts, and other materials available to District or which the District can secure at a reasonable expense.

J. PUBLIC STATEMENTS. Neither the Consultant nor any entity over which Consultant has control or supervision shall make any announcement, release any information, or authorize or participate in any interview to or with any member of the public or the press, any business, nonprofit entity, or other official or nonofficial body, or representative thereof, concerning any Project, or this or any related Agreement, without first obtaining written consent from the District; provided, however, that consent is not required to release information pursuant to court order or requests of official regulatory entities.

IV. COMPENSATION. The District has the right to withhold payment from the Consultant for any unsatisfactory service until such time service is performed satisfactorily. The District will compensate the Consultant for the scope of services provided in accordance with this Agreement, calculated as follows:

A. For each purchase order and accompanying proposal, a maximum payment shall be established that shall not be exceeded without the prior written approval of the District. Alternatively, a lump-sum fee may be negotiated.

B. All fees shall be paid in accordance with the consultant rate schedule included in the Consultant's proposal for services. Rates shall not be changed except with prior written approval of the District.

C. Payments to the Consultant shall be made monthly, subsequent to the receipt of an invoice itemizing the costs of services provided, the applicable rate for such services, and clear description of time expended for services rendered during each month, or portion thereof, that the Consultant has invoiced the District for services performed.

D. Reimbursable expenses shall be only for actual costs as approved by the District. Paid invoices or other proof of payment shall be submitted when requesting reimbursement. Types of reimbursable expenses the District may approve may include expenses for printing, reproductions, and postage for documents, reports, surveys, drawings, and other materials, excluding reproductions for office use by the Consultant and the Consultant's subconsultants.

E. Compensation for additional services, if required, shall be negotiated separately.

F. **Total compensation** (pursuant to attached proposal which is incorporated as part of this Agreement) in the amount of \$120,600 per/year, for each year of professional services performed.

G. In the event of termination of this Agreement prior to completion of the services being performed, the District will pay the Consultant in full for all services satisfactorily performed, as determined by the District, and for all expenses incurred under this Agreement, up to and including the effective date of termination. In ascertaining the services actually rendered up to the date of termination, consideration shall be given to both completed service and service in progress, whether delivered to the District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation shall be payable for anticipated profit on unperformed services.

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION.

1. The Consultant shall indemnify, defend, and hold harmless the District and its Board of Trustees, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or Consultants other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from —

a. the negligent acts or omissions of the Consultant, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom the Consultant is responsible (collectively, "Indemnitor");

b. the breach by Indemnitor of any of the provisions of this Agreement; or,

c. willful misconduct by Indemnitor.

2. The indemnification obligations under this Article V shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of non-delegable duty, or the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitor. The obligation to defend shall arise regardless of any claim or assertion that Indemnitor caused or contributed to the Losses. Indemnitor's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for Indemnitees shall be reimbursed by District except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor's—

a. negligent acts or omissions;

b. breach of any of the provisions of this Agreement; or,

c. willful misconduct.

3. The Consultant shall indemnify, defend, and save harmless Indemnitor from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use by Indemnitor of any documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.

4. Nothing in this Agreement, including the provisions of this Article V shall constitute a waiver or limitation of any rights which Indemnitor may have under applicable law, including without limitation, the right to implied indemnity.

B. INSURANCE. As required by the District, the Consultant, at the Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under paragraph V.B. shall not in any way limit the liability of the Consultant.

1. Either Comprehensive Form General Liability Insurance (Contractual, products, and completed operations coverages included) with a combined single limit of no less than

\$1,000,000 per occurrence, or Commercial-Form General Liability Insurance with coverage and minimum limits as follows:

Each Occurrence \$1,000,000
 Products Completed, Operations Aggregate \$1,000,000
 Personal and Advertising Injury \$1,000,000
 General Aggregate \$2,000,000

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1 million per incident.

3. Professional Liability Insurance, with limits of \$1,000,000 per claim and \$2,000,000 in the aggregate.

4. If the above insurance (subparagraphs V.B.1–V.B.3) is written on a claims-made basis, it shall be maintained continuously for a period of no less than three years after the date of final completion of the services authorized pursuant to each Exhibit A executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1–V.B.3 shall be—

a. issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's), or

b. guaranteed, under terms consented to by the District (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

5. Workers' Compensation as required and under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time.

6. The Consultant, upon the execution of this Agreement, shall furnish District with Certificate Of Insurance from a company with a Best rating of A- or better, and a financial classification of VIII or better, or a rating by Standard & Poor of AA or better, or a Moody's rating of AA or better, or as otherwise approved by District, evidencing compliance with this Article V, including the following requirements:

a. The Consultant shall have its insurance company provide the District with an acceptable form (Accord standard or equivalent) Certificate of Insurance and Endorsement.

b. Provide that coverage cannot be canceled without ten days advance written notice to the District.

c. If insurance policies are canceled for non-payment, the District reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against the Consultant.

d. The General Liability insurance and the Business Automobile Liability insurance policies shall —

i. Name the District, its Board of Trustees, and its officers, agents, employees, representatives, and representative's consultants as an Additional Insured; and,

ii. Be primary insurance as respects the District, its Board of Trustees, and its officers, agents, and employees. Any insurance or self-insurance maintained by the District shall be excess of and non-contributory with this insurance.

e. As respects Professional Liability, include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage, all insurance policies shall apply to the negligent acts, or omissions of the Consultant, its officers, agents, employees, and for the Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of the Consultant or the Consultant's subconsultants.

VI. STATUTORY REQUIREMENTS

A. **NONDISCRIMINATION.** In connection with the performance of the Consultant pursuant to this Agreement, the Consultant will not willfully discriminate against any employee or qualified applicant for employment because of race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by the District's policy). The Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The District's policy). This equal treatment shall apply to, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

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B. PREVAILING WAGE RATES.

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.

2. The Consultant shall comply and shall ensure that all subcontractors or subconsultants comply with Section 1770, and the applicable sections that follow, including Section 1775 of the California Labor Code. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the California Department of Industrial Relations.

3. The California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at District's principal facility office and will be made available to any interested Party upon request. By this reference, such schedule is made part of this Agreement. The Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by the Consultant in the execution of the Covered Services hereunder. The Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. The Consultant shall forfeit to the District, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by the Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Consultant's fee. The Consultant shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

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C. PAYROLL RECORDS.

1. The Consultant and all subcontractors or subconsultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by the Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.

b. A certified copy of all payroll records shall be made available for inspection upon request to District, the California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Division of Industrial Relations.

c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

2. The Consultant shall file a certified copy of the payroll records with the entity that requested the records within ten days after receipt of a written request. The Consultant shall inform the District of the location of such payroll records for the written authorization, including the street address, city, and county; and the Consultant shall, within five working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with California Labor Code Section 1776, the Consultant shall have ten days in which to comply following receipt of notice specifying in what respects the Consultant must comply. Should noncompliance still be evident after the ten-day period, the Consultant shall forfeit to the District, as a penalty, \$25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Consultant fee.

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D. APPRENTICES.

1. Only apprentices, as defined in the California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the California Labor Code, are eligible to be employed by the Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training.

2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.

3. When the Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, the Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, for a certificate approving the Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeyworkers who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than one apprentice for each five journeyworkers, except as permitted by law. The Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratios of apprentices to journeyworkers fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

4. Apprenticeship craft or trade, as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

5. If the Consultant or subcontractors or subconsultants employ journeyworkers or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, the Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. The Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if the Consultant fails to do so, it shall not be entitled to any additional compensation therefore from District.

6. In the event the Consultant willfully fails to comply with this Paragraph VI.D, it will be considered in violation of the requirements of the Agreement.

7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by the Consultant or subcontractors or subconsultants of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY. The Consultant shall not permit any worker providing Covered Services to labor more than eight hours during any one day or more than forty hours during any one calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. The Consultant shall forfeit to the District, as a penalty, \$25 for each worker employed in the execution of this Agreement by the Consultant, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than eight hours in any one day and forty hours in any one calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. The Consultant and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall be kept open at all reasonable hours to the inspection of the District or its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

VII. NOTICES

A. DISTRICT. Any notice may be served upon the District by delivering it, in writing, to the District at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the District at the aforementioned address, or by sending a facsimile of it to the District facsimile number set forth on the last page of this Agreement.

B. CONSULTANT. Any notice may be served upon the Consultant by delivering it, in writing, to the Consultant at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the Consultant at this address, or by sending a facsimile of it to the Consultant facsimile number set forth on the last page of this Agreement.

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VIII. AUTHORITY OF AGREEMENT

A. This Agreement represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the District and the Consultant.

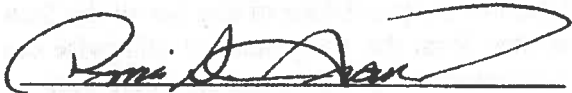
B. This Agreement also includes the following exhibits attached herewith:

Exhibit A: Cover Sheet and Consultant Proposal as Accepted by District

Exhibit B: Certificates of Insurance and Endorsements

IN WITNESS WHEREOF, the DISTRICT and the CONSULTANT have executed this Agreement.

CONSULTANT



Name: Renee Graves

Title: Partner

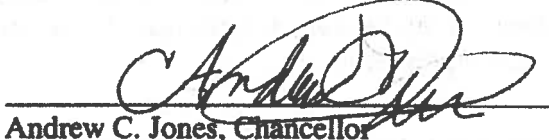
Address: Vicente Lloyd Stutzman, LLP
2210 E. Route 66, Suite 100
Glendora, CA 91740

Telephone: (626) 857-7300 / Ext. 260

Fax No.: (626) 857-7302

Federal Tax ID #: 95-2242818

COAST COMMUNITY COLLEGE DISTRICT



Andrew C. Jones, Chancellor

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Costa Mesa, CA 92626
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COST OF SERVICES

SCHEDULE OF PROFESSIONAL FEES & EXPENSES

This fee schedule is based on the detail of the work effort discussed in the audit plan for the fiscal years ending June 30, 2014 – 2016:

	<u>2013-14</u>	<u>Option to Renew</u>	
		<u>Annual Cost</u>	
		<u>2014-15</u>	<u>2015-16</u>
District Financial & Compliance Audit (inclusive of all District funds, single audit requirements, audit of student financial assistance programs, & GASB 34/35 conversion)	\$ 78,000	\$78,000	\$ 78,000
Foundation Financial & Compliance Audits and Related Tax Returns			
District Foundation	4,200	4,200	4,200
Coastline College Foundation	5,200	5,200	5,200
Golden West College Foundation	8,600	8,600	8,600
Orange Coast College Foundation	10,100	10,100	10,100
Enterprise Corporation Financial & Compliance Audits and Related Tax Returns	7,000	7,000	7,000
Measure M Bond Program Financial & Performance Audits	7,000	7,000	7,000
Data Collection Form	<u>500</u>	<u>500</u>	<u>500</u>
Total	<u>\$ 120,600</u>	<u>\$ 120,600</u>	<u>\$ 120,600</u>

The above fees were calculated assuming no significant changes in accounting principles, auditing standards, compliance requirements, or District/Foundation operations. If unforeseen circumstances should change the size or scope of the audit, we would contact the District/Foundation and discuss our estimate of additional costs. The quoted fee is dependent on all items requested at the pre-audit meeting being completed and included in the audit binder provided to District/Foundation personnel. Mileage will be billed at the most current Internal Revenue Service rate.

The above fees were calculated assuming no significant changes in accounting principles, auditing standards, compliance requirements, or District operations. If unforeseen circumstances should change the size or scope of the audit, we would contact the District and discuss our estimate of additional costs. The quoted fee is dependent on all items requested at the pre-audit meeting being completed and included in the audit binder provided to District personnel. Mileage will be billed at the most current Internal Revenue Service rate.

The above fees were calculated assuming no significant changes in accounting principles, auditing standards, compliance requirements, or District operations. The fee also assumes that the District has implemented GASB Statement Nos. 60 through 64 as they pertain to District operations. We can provide assistance to the District with implementation of the new standards under a separate agreement.

COST OF SERVICES

CONDITION OF RECORDS

The fees also assume that your records are in adequate condition. We have not estimated any time or fees for any additional work that might be necessary such as such as compiling financial statement balances and making sure they are presented in accordance with accounting principles generally accepted in the United States of America and reconciling supporting documentation.

If the need for additional work is identified, we will immediately bring this to your attention. If you choose to have us perform the additional work, then such work will be set forth in an addendum to the contract between Coast Community College District and VLS.

HOURLY RATES

Our hourly rates to be charged for change order work or additional audit or tax services are as follows:

	<u>2013-14</u>	<u>Option to Renew</u>	
		<u>2014-15</u>	<u>2015-16</u>
Partner	\$285	\$285	\$285
Senior Manager	250	250	250
Manager	200	205	210
Senior Associate/In-Charge	150	155	160
Associate	100	105	110
Support Staff/Clerical	45	45	45

2013-14 Enterprise Officer Goals

President – Janet Houlihan

- Coordinate with Directors of Fiscal Service from GWC and OCC, Enterprise Vice President and Chief Financial Officer to create coordinated financial statements and account names that allow for easy identification of compliance to the Master Agreement.
- Work with GWC Swap Meet team to conduct a comprehensive review of operations and develop an implementation plan for future revenue generation as identified by the consultant. These areas may include, but are not limited to, preferred parking, an evening, weekend food fair and a farmers market.
- Work with District personnel to develop an implementation plan to ensure compliance with the Affordable Health Care Act.
- Work with the GWC and OCC Enterprise Operational Teams to develop an employee handbook to ensure that all employees are aware of the mission of the Enterprise and the employment expectations.
- Hire an architect and develop design documents for a new Public Safety/Swap Meet Office/Swap Meet Restroom facility at the Southwest corner of the GWC campus and ensure that Swap Meet operations are maintained.

Vice President – Rich Pagel

- Uniform financial statements: Develop and implement a uniform financial statement for both the GWC and OCC Enterprise, Inc. operations during the 2013-14 year. Financial statements will clearly identify and highlight adherence with the Master Contract and Schedule of Financial Commitments.
- Enterprise, Inc. restroom building (Adams Parking Lot) at OCC. Complete Division of State Architect review of Enterprise Restroom building by the early Spring 2014. Bid and award contractor contract in the Spring 2014 and start construction by Summer 2014.
- Maintain Enterprise, Inc. operations with the pending OCC Master Plan and construction efforts:
 - Orange Coast College Solar Field Project – during the 2013-14 fiscal year, OCC will start the Adams parking lot solar field project.

- Math, Business and Computing Center – starting in August, 2013, OCC will start construction of the Math, Business, and Computing Center. The building will be located adjacent to the Adams parking lot and the Swap Meet operation.
- Campus Student Housing and Mixed Use Project – in Fall, 2013, OCC will master plan and develop a financial plan for campus student housing and a mixed use development. The proposed location is adjacent to the Adams Lot and the Swap Meet operations.
- Implement the Affordable Health Care Act of 2010 and the short-term employee requirements of the Coast Community College District.
- Revenue Enhancement Opportunities – based on the findings from the 2013 Strategic Planning and Strategy Efforts, identify revenue enhancement opportunities and increase net revenue to the Enterprise, Inc. With the significant amount of new construction surrounding the swap meet operations, it will be important to maintain revenue, ensure safety, and communicate appropriately with swap meet vendors.

Secretary – Julie Frazier Mathews

- Train Board staff on administrative and clerical procedures and systems such as word processing, managing files and records, transcription, designing forms, and other office procedures and terminology related to the Enterprise operation.
- Ensure meeting agendas are posted and meeting minutes are transcribed accurately and in a timely manner.
- Train new Board members, if applicable, on the Brown Act appropriate rules and procedures for conducting formal and informal meetings.

Chief Financial Officer – Daniela Thompson

- Ensure financial reports are accurate and reported to the Board of Directors as required to comply with the Master Agreement on a quarterly basis.
- Ensure all required governmental accounting reports are filed on a timely basis.
- Ensure the completion of the annual audit.

RESOLUTION # 14-1

A Resolution of the Board of Directors of the Enterprise Corporation Adopting the Board of Directors' Meeting Schedule for Fiscal Year 2014

WHEREAS, Regular Meetings of the Board of Directors of the Enterprise Corporation shall be held at least once every calendar quarter, pursuant to Section 72674 of the *Education Code* at any place and time that has been designated by resolution of the Board. The Board of Directors may at any time change the frequency of regular meetings provided one meeting is held every calendar quarter; and

WHEREAS, Regular Meetings shall be held on Tuesdays and commence at 12:00 p.m.; and

WHEREAS, the Board conducts Quarterly Meetings in March, June, September, and December; and

WHEREAS, Special Meetings of the Board shall be held at the request of any two Directors at any place and time that has been designated by notice of the meeting, which will be given at least twenty-four hours before the meeting, in compliance with the provisions of the Ralph M. Brown Act; and

WHEREAS, the Chair of the Board will preside at all meetings. In the absence of the Chair, the Vice Chair or other Board Member as designee shall preside. The Board shall use Sturgis Rules of Order to conduct meetings, unless otherwise determined by the Board. A majority of the Board shall constitute a quorum for the transaction of all business, and a majority of the membership of the Board shall be necessary to take action on any motion unless otherwise provided by law; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby adopt the following schedule of Regular Meetings for Fiscal Year 2014:

March 11, 2014	Regular Meeting
June 10, 2014	Regular Meeting
September 9, 2014	Regular Meeting
December 9, 2014	Regular Meeting

I, Julie Frazier-Mathews, Secretary of the Enterprise Corporation hereby certify that on March 11, 2014 this Resolution was adopted by the Board by a vote of _____.

Aye:

No:

Absent:

Board Secretary, Enterprise Corporation

