

ENTERPRISE MASTER AGREEMENT

among

Coast Community College District,

Coast Community College District Foundation,

and

Coast Community College District Enterprise, Inc.

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Enterprise Master Agreement

1. **Parties.** The parties to this Enterprise Master Agreement ("Agreement") are Coast Community College District ("District"), through its Board of Trustees, Coast Community College District Enterprise, Inc. ("Enterprise"), through its Board of Directors, and Coast Community College District Foundation ("Foundation"), through its Board of Directors. District, Enterprise, and Foundation are referred to herein as "Party" and collectively as "Parties."
2. **Legal Authority.** This Agreement is made, in part, pursuant to Section 59257 of Title 5 of the *California Code of Regulations*, Section 72670 of the *Education Code*, and Board Policy 3600 ("Auxiliary Organizations").
3. **Term.** This Agreement will commence upon approval or ratification of the Parties, and will terminate on June 30, 2016, unless extended by mutual consent of the Parties. Enterprise agrees to maintain its existence throughout the term of this Agreement. Either Party may terminate this Agreement at any time during the term of this Agreement by giving the other Party at least 90 days' prior written notice, pursuant to Section 41 of this Agreement, specifying the effective date of termination.
4. **Prior Agreements.** This Agreement replaces and supersedes all prior agreements between District and Enterprise, including any prior Master Agreement and Lease Agreement. This Agreement also replaces and supersedes the prior Management Agreement between the Parties.
5. **District's Recognition of Enterprise.** By approving this Agreement, District's Board of Trustees hereby affirms its recognition of Enterprise as an auxiliary organization within the meaning of Section 72670(e) of the *Education Code* and Board Policy 3600 ("Auxiliary Organizations").
6. **Functions and Purpose of Enterprise.** The Parties agree and understand that the functions to be undertaken by Enterprise are for the sole purpose of providing commercial services for the benefit of District and its colleges, pursuant to Section 72670(c) of the *Education Code* and Section 59257(j)(2) of Title 5 of the *California Code of Regulations*.
7. **Services and Programs.** In furtherance of its purpose, Enterprise shall provide the management, operations, and supervisory services necessary to operate swap meets (individually, the "Swap Meet," or collectively the "Swap Meets") at two of District's colleges, Orange Coast College ("OCC") and Golden West College ("GWC") (or individually "College," or collectively the "Colleges").
8. **Management Oversight.** District's Chancellor, or designee, shall direct the oversight of the Swap Meets by District and Foundation. As compensation to Foundation for the provision of these oversight services, Enterprise shall pay to Foundation an amount equal to 1½ percent of the gross revenues from the Swap Meets. Such amount shall be payable to Foundation on or before the tenth day of each quarter for services provided during the previous quarter. These quarterly payments from Enterprise to Foundation shall be reported on the agenda of the Foundation's Board of Directors. As compensation to District for the provision of

these oversight services, Enterprise shall make payments to District as set forth in Sections 10, 11, and 28.

9. **Licenses to Use Real Property.** District hereby grants to Enterprise, for the duration of this Agreement, licenses ("Property Licenses") to utilize certain parking areas of OCC [2701 Fairview Road, Costa Mesa, California] and GWC [15744 Golden West Street, Huntington Beach, California], and the adjacent areas of the Colleges as are needed to enter and exit such parking areas (individually the "Property," or collectively, the "Properties"), for the purpose of operating and administering the Swap Meets. Maps detailing the Colleges' parking areas subject to the Property Licenses are set forth in Appendix "A" to this Agreement.

10. **Property License Fee.** As a fee for the Property Licenses, Enterprise shall pay District, on a quarterly basis, amounts calculated pursuant to District Board Policy 6702. These quarterly payments from Enterprise to District shall be reported on the agenda of the District's Board of Trustees.

11. **Trademark Licenses.** District hereby grants to Enterprise a non-exclusive license to utilize the names "Coast Community College District," "Orange Coast College," and "Golden West College" for the specific purposes of advertising and identifying the Swap Meets and the Enterprise corporation. As a fee for these Trademark Licenses, Enterprise shall pay to District an annual fee of \$60,000, payable on a quarterly basis. These quarterly payments from Enterprise to District shall be reported on the agenda of the District's Board of Trustees.

12. **Time of Use.** Enterprise shall operate the Swap Meets on the Properties on every Saturday and Sunday of each calendar month, except as otherwise specifically agreed to in writing by the Parties. The hours that the Swap Meets shall be open to the public shall be between 8:00 a.m. and 3:00 p.m. Enterprise agrees that any goods, equipment, stalls, and personal property necessary for the operation of the Swap Meets shall be installed on the Properties only after 5:00 a.m. on the day the Swap Meet is being operated, and shall be removed from the Properties on or before 5:00 p.m. that same day. No goods, equipment, stalls, or personal property may remain on the Properties overnight. If Enterprise has not vacated the Properties as specified herein, District is authorized to remove, at the sole expense of Enterprise, any goods, equipment, stalls, or personal property that may be then occupying the Properties, or elsewhere, and District shall not be liable for any damages or loss to such goods, equipment, stalls, and personal property which may be sustained, either by reason of such removal or the place to which it may be removed.

13. **Expenses.** Notwithstanding anything herein to the contrary, during the term of this Agreement, Enterprise shall be solely responsible for the payment of all costs and expenses related to the operation of the Swap Meets, including, but not limited to, supplies, equipment, rentals, insurance, taxes, permits, assessments, and utilities. Enterprise shall reimburse District for any expenses incurred by District related to the operation and management of Swap Meets, including, but not limited to, office-related expenses and utilities. Any reimbursements required by Enterprise pursuant to this Section shall be payable on or before the tenth day of each calendar quarter for services provided during the previous calendar quarter. These quarterly payments from Enterprise to District shall be reported on the agenda of the District's Board of Trustees.

14. **Gifts.** Enterprise may not accept any grant, contract, bequest, trust, or gift unless it is so conditioned that it may be used only for purposes consistent with this Agreement, District policy and regulations, and law.

15. **Legal Compliance.** Enterprise agrees to operate in compliance with the Colleges' rules pertaining to the Swap Meets and with District policies and regulations, as currently exist or as may be amended, and with provisions of law pertaining to auxiliary organizations of community college districts, Sections 72670 *et. seq.* of the *Education Code* and Sections 59255 *et. seq.* of Title 5 of the *California Code of Regulations*. Additionally, Enterprise shall ensure that the operation of the Swap Meets is in full compliance with all applicable health and safety laws, as they currently exist or are modified from time to time, as well as any other applicable local, state, or federal laws, regulations, or ordinances of applicable departments and agencies, including, but not limited to, city police or fire departments, as well as any specific regulations pertaining to the operation of activities on the Properties. Enterprise is responsible for enforcing all necessary and proper rules for the management and operation of the Swap Meets.

16. **Permits/Approvals.** Enterprise shall be solely responsible for obtaining and maintaining all necessary licenses, certificates, permits, approvals, and authorizations necessary for the operation of the Swap Meets, including the responsibility for payment of all costs and expenses in connection with obtaining and maintaining such licenses, certificates, permits, approvals, and authorizations. District shall cooperate with Enterprise and assist Enterprise, as necessary, in obtaining and maintaining any licenses, certificates, permits, agreements, and approvals necessary for the operation of the Swap Meets.

17. **Agreements With Vendors.** Enterprise shall contract with vendors to provide space at the Swap Meets. Any agreements entered into between Enterprise and vendors shall be subject to the prior approval of District's Board of Trustees, provided, however, that such approval shall not be unreasonably withheld.

18. **Board of Directors.** Enterprise shall have a Board of Directors composed, both as to size and categories of membership, in accordance with District policy and procedures. The Enterprise Board of Directors shall hold at least one business meeting every quarter, pursuant to Section 72674 of the *Education Code*. The Enterprise Board of Directors shall have the benefit of the advice and counsel of at least one attorney admitted to practice law in California, and at least one licensed certified public accountant. Neither the attorney nor the certified public accountant need be members of the Enterprise Board of Directors. The Enterprise Board of Directors, and all standing committees of Enterprise, shall be subject to the Ralph M. Brown Act, Sections 54950 *et. seq.* of the *Government Code*, and Enterprise agrees to be subject to the California Public Records Act, Sections 6250 *et. seq.* of the *Government Code*, except as otherwise provided in District policy. Minutes shall be kept of all meetings.

19. **Audit.** Enterprise shall select a certified public accountant and contract for an annual audit performed by the certified public accountant, pursuant to Section 72672(a) of the *Education Code*. Enterprise shall submit the audit report to District's Board of Trustees and to the State Chancellor's Office. Enterprise annually shall publish an audited statement of its financial condition which shall be disseminated as widely as feasible and be available to any

person on request. Distribution of the published audited statement of Enterprise's financial condition at a regularly scheduled meeting of District's Board of Trustees shall be deemed compliance with this requirement. Also, District's Board of Trustees shall insure that an annual audit is conducted on Enterprise, and that the audit report is submitted to the State Chancellor's Office, pursuant to Section 72672(a) of the *Education Code* and Section 59265(a) of Title 5 of the *California Code of Regulations*. Enterprise may rely on the audit contracted for by District, with the cost of auditing Enterprise to be paid for by Enterprise.

20. **Enterprise's Expenditures.** The Enterprise Board of Directors, at a duly noticed meeting, shall approve or ratify all expenditures of Enterprise. District's Chancellor reporting to District's Board of Trustees, shall be responsible for ascertaining that all expenditures are in accordance with this Agreement, District policy and regulations, and law, and for ascertaining the propriety of Enterprise expenditures and the integrity of Enterprise's reporting, pursuant to Section 72672(b) of the *Education Code*. Payments from Enterprise to District under this Section shall be reported on the agenda of the District's Board of Trustees.

21. **Personnel.** Enterprise shall be responsible for ensuring that there are sufficient personnel to provide for the orderly operation, supervision, and management of the Swap Meets. The Parties agree that the following personnel are minimally necessary to provide services for the operation and management of the Swap Meets: (a) cashiers who check the receipts of vendors and sell space to vendors; (b) custodians who clean various areas, including rest rooms; (c) security personnel who circulate during the Swap Meets to maintain order and provide appropriate law enforcement; (d) crews to facilitate the actual operations of the Swap Meets; (e) supervisors; (f) maintenance personnel; and (g) personnel who provide other forms of oversight.

22. **Enterprise Use of District Employees.** Because District employees are providing services to Enterprise, on both a full-time and part-time basis, then, pursuant to Section 59257 of Title 5 of the *California Code of Regulations*, Enterprise shall reimburse District in full for District's personnel costs. No more than 50% of Enterprise's reimbursement to District may be made in the form of non-monetary benefits that Enterprise provides to District; such non-monetary benefits shall be assigned a good-faith reimbursement value by District. Enterprise may provide monetary benefits to District either directly or indirectly. Non-monetary benefits that Enterprise provides to District may include intangible benefits such as developing good will towards District or increased community awareness of District programs. Enterprise shall staff the operation, supervision, and management of the Swap Meets with employees of District, subject to District approval, provided, however, that Enterprise shall reimburse District an amount equal to the actual costs of each District employee utilized to provide services, including, but not limited to, the hourly rate, overtime, costs related to vacation and sick leave, workers' compensation insurance costs, and any other benefits provided to the employees by District. On a quarterly basis, District will calculate the actual costs and provide an accounting of such costs to Enterprise. During the term of this Agreement, District employees will provide services to Enterprise as set forth in Appendix "B" to this Agreement, which may be modified by the Parties from time-to-time subject to subsequent ratification by District's Board of Trustees and Enterprise's Board of Directors. Reimbursements to District by Enterprise pursuant to this Section shall be payable to District on or before the tenth day of each calendar quarter for services provided during the previous calendar quarter. These quarterly

payments from Enterprise to District shall be reported on the agenda of the District's Board of Trustees.

23. **Prohibition.** District reserves the right to prohibit the sale of certain items at the Swap Meets that District from time-to-time, in its sole discretion, determines inappropriate. As of the date hereof, District prohibits the sale of the following items: functioning firearms, ammunition, volatile chemicals, illegal knives and weapons, drug-related paraphernalia, pornographic items, counterfeit items, alcoholic beverages, spray paint, and animals/livestock (except for pet birds). District shall provide Enterprise with written notice, pursuant to Section 41, of any addition to or modification of the items prohibited by District.

24. **Supplies.** Enterprise shall provide, at its sole cost and expense, all necessary supplies to provide for the operation, supervision, and management of the Swap Meets. Enterprise shall be solely responsible for all repairs, maintenance, and replacement of the supplies, except for such repairs, maintenance, and replacement required by the sole negligence or wrongdoing of District, or its employees or agents.

25. **Advertising.** At its sole cost and expense, Enterprise shall provide or arrange for all advertising related to the Swap Meets, including but not limited to, providing newsletters to the communities surrounding the Colleges; advertising by radio, newspaper, television, and the internet; community education brochures; and College publications. Enterprise also shall provide or arrange for a twenty-four hour phone service to provide information to persons interested in the Swap Meets.

26. **Record-keeping.** Enterprise shall keep, or cause to be kept, all such books of accounts or other books as are necessary and appropriate for the operation of the Swap Meets, as determined by Enterprise, after consultation with District.

27. **Transfer of District Funds.** Pursuant to Section 59257(i) of Title 5 of the *California Code of Regulations*, District shall not transfer any of its funds or resources, other than funds or resources derived from gifts or bequests, to Enterprise, when the purpose of such transfer is either to avoid laws or regulations which constrain community college districts or to provide District with an unfair advantage with respect to the application of any state funding mechanism.

28. **Enterprise Use of District Facilities.** District hereby grants to Enterprise permission to use District facilities ("Facilities") set forth in Appendix "C" to this Agreement, which may be amended from time-to-time by the Parties subject to subsequent ratification by District's Board of Trustees and Enterprise's Board of Directors, for the purpose of conducting Enterprise business, exclusive of the actual operation of the Swap Meets. Pursuant to Section 59257(j)(5) of Title 5 of the *California Code of Regulations*, and in consideration of the value that Enterprise provides to District, Enterprise shall pay to District, payable on a quarterly basis, a monthly fee as set forth in Appendix "C" which shall represent accurately the Facilities used and the appropriate fee. Enterprise shall have the right to place and attach fixtures, signs, and equipment at these Facilities, as authorized in writing by District's Chancellor. Such fixtures, signs, and equipment shall be and remain the property of Enterprise, and shall be removed by Enterprise upon termination or expiration of this Agreement. Enterprise shall be liable for any

costs incurred by District in returning the Facilities to its original condition, upon termination or expiration of this Agreement. District, and its agents and employees, have a right to enter these Facilities at any time. District reserves the right to terminate Enterprise's use of the Facilities, or any portion thereof, if needed for another District purpose. Payments from Enterprise to District under this Section shall be reported on the agenda of the District's Board of Trustees.

29. **Enterprise Funds.** Enterprise will expend funds on an annual basis for purposes which serve to augment District appropriations for the operation of District, as approved by the Enterprise Board of Directors. District's Board of Trustees shall name a designee who shall file with the Board of Trustees a statement of Enterprise's policies on the accumulation and use of public relations funds. Pursuant to Section 59257(j)(9) of Title 5 of the *California Code of Regulations*, this statement also will include Enterprise's policies and procedure on solicitation of funds, source of funds, amounts, and purposes for which the funds will be used, allowable expenditures, and procedures of control.

30. **Enterprise Policies.** The Enterprise Board of Directors shall ensure that Enterprise has adopted policies pertaining to ethics, conflicts of interest, roles of directors, committees, mission statement, gift-acceptance, and whistle-blowing. Enterprise shall review these policies, and shall submit these policies to District's Board of Trustees, on a biannual basis.

31. **Enterprise Bylaws and Articles of Incorporation.** At least on a biannual basis, the Enterprise Board of Directors shall review its Bylaws and Articles of Incorporation, to ensure compliance with law, District policies and regulations, and this Agreement. Any amendments or revisions to the Bylaws or Articles of Incorporation shall be reported to District's Board of Trustees.

32. **Contracts.** Enterprise shall not enter into any contract that would obligate use of District funds or facilities without prior written approval of District's Chancellor.

33. **Real Property.** Enterprise shall not accept any gift or bequest of real property without the prior approval of District's Board of Trustees.

34. **Conflict of Interest Prohibited.** Pursuant to Section 72677 of the *Education Code*, no member of the Enterprise Board of Directors shall be financially interested in any contract or other transaction entered into by the Enterprise Board of Directors, except as provided in Section 72678 of the *Education Code*. Specifically, such contract is permissible under Section 72678 of the *Education Code* if the fact of such financial interest is disclosed or known to the Enterprise Board of Directors and noted in the minutes; the Enterprise Board of Directors thereafter authorizes, approves, or ratifies the contract or transaction in good faith without counting the vote or votes of such financially interested member or members; and the contract or transaction is just and reasonable. Nevertheless, pursuant to Section 72679 of the *Education Code*, no contract or transaction shall be permitted if any of the following conditions exist: (i) the contract or transaction is between Enterprise and a member of the Enterprise Board of Directors; (ii) the contract or transaction is between Enterprise and a partnership or unincorporated association of which any member of the Enterprise Board of Directors is a partner or in which he or she is the owner or holder, directly or indirectly, of a proprietorship interest; (iii) the contract or transaction is between Enterprise and a corporation in which any

member of Enterprise Board of Directors is the owner or holder, directly or indirectly, of five percent or more of the outstanding common stock; or (iv) a member of the Enterprise Board of Directors is interested in a contract or transaction, and without first disclosing such interest to the Enterprise Board of Directors at a public meeting of the Enterprise Board of Directors, influences or attempts to influence another member or members of the Enterprise Board of Directors to enter into the contract or transaction. Additionally, pursuant to Section 72680 of the *Education Code*, no member of the Enterprise Board of Directors may utilize any information, not a matter of public record, which is received by the person by reason of his or her membership on the Board for personal pecuniary gain, regardless of whether he or she is or is not a member of the Board at the time such gain is realized.

35. **Maintenance.** Enterprise is required to maintain the Properties clean and free from any potential hazard during the operation of the Swap Meets. The Properties must be maintained and cleaned as needed to return the Properties to their condition prior to the operation of the Swap Meets. If Enterprise fails to maintain the Properties in the manner contemplated by this Agreement, District is authorized to clean and maintain the Properties at the sole expense of Enterprise.

36. **Defacement of Property/Waste.** Enterprise shall take good care of the Properties and maintain the Properties in good condition and good repair. Enterprise shall not injure or in any manner deface the Properties, or any College or District property, and shall not cause or permit anything to be done to the Properties which would mar or deface the Properties or make any alterations to the Properties or elsewhere at the College or District. Enterprise shall not, except so far as may be reasonably necessary for operating the Swap Meets, intentionally commit any waste on the Colleges or District, or intentionally cause or permit any nuisance thereon.

37. **Responsibility for Injury.** If, during the term of this Agreement, the Properties or any portion of the Colleges or District, are damaged by the negligent or willful act or omission of Enterprise, or an agent of Enterprise, or any employee, patron, guest, vendor, customer, or any person admitted to the Properties by Enterprise, Enterprise shall pay to District, upon demand, such sum as is necessary to restore the Properties to its prior condition. Enterprise hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the Properties or the Swap Meets, or to any part of the Colleges or District by the consent of Enterprise, its agents, contractors, or employees.

38. **Insurance.** District agrees, for all times during the term of this Agreement, to obtain and maintain in force insurance policies, including comprehensive general liability insurance against claims for bodily injury and death, directors and officers errors-and-omissions insurance, workers' compensation insurance at not less than the minimum statutory amount, and vendor liability insurance, for the mutual benefit of the Parties, with coverage and policy limits acceptable to the Parties, and with each of the Parties named as an insured or as an additional insured as appropriate. Enterprise shall reimburse District for these expenses pursuant to Section 13 of this Agreement. The Parties agree to consult with each other on an annual basis to review insurance coverages.

39. **Enterprise's Indemnification of District.** Notwithstanding the existence of insurance, if any, and without regard to the policy limits thereof, Enterprise shall protect, indemnify, save harmless, and defend District from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses), to the extent permitted by law, that are imposed upon, incurred by, or asserted against District in any way related to the Enterprise's use of the Properties, or any failure on the part of Enterprise, its officers, directors, employees, contractors, Swap Meet vendors, agents, to perform or comply with any of the terms of this Agreement.

40. **District's Indemnification of Enterprise.** Notwithstanding the existence of insurance, if any, and without regard to the policy limits thereof, District shall protect, indemnify, save harmless, and defend Enterprise from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses), to the extent permitted by law, that are imposed upon, incurred by, or asserted against Enterprise by reason of: (a) any claim, accident, injury to, or death of persons or loss of or damage to property occurring on or about the Colleges for which District is determined to be ultimately responsible; (b) any use, misuse, condition, maintenance, or repair by District; or (c) any failure on the part of District, its officers, directors, employees, contractors, or agents, to perform or comply with any of the terms of this Agreement.

41. **Notices.** Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery; (ii) on the date tendered for delivery by recognized overnight courier; or (iii) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested; in any event addressed as follows:

To Enterprise:

Coast Community College District Enterprise, Inc.
1370 Adams Avenue
Costa Mesa, CA 92626
Attention: President

To District:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attention: Chancellor

To Foundation:

Coast Community College District Foundation
1370 Adams Avenue
Costa Mesa, CA 92626
Attention: President

or to such other address as any Party may designate at any time in writing in conformity with this Section.

42. **Arbitration.** Every effort shall be made by the Parties to settle any disputes or controversies between them arising under, out of, in connection with, or in relation to this Agreement, but if they are unable to do so, any such dispute or controversy shall be determined and settled by arbitration in Orange County, California, in accordance with the rules of the American Arbitration Association and applying the laws of the State of California. The Parties shall have all of the rights and duties provided by Sections 1280 through 1294.2 of the *Code of Civil Procedure*. Any award rendered by the Arbitrator shall be final and binding upon the Parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by the Parties. During the pendency of any such Arbitration, and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions of this Section shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

43. **Legal Fees and Costs.** If either Party incurs any legal fees, whether or not an action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and other costs, in addition to any other relief to which it may be entitled.

44. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

45. **Amendment.** This Agreement may be amended only by a written instrument approved and signed by the Parties.

46. **Waiver.** Any of the terms, provisions, and conditions of this Agreement may be waived only by a written instrument approved and signed by the waiving Party. Any Party's failure to enforce any provision or provisions of this Agreement shall not be construed as a waiver of any such provision or provisions, nor prevent such Party thereafter from enforcing each and every other provision of this Agreement.

47. **Severability.** The provisions of this Agreement are severable. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions or enforceable parts thereof shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

48. **No Assignment.** No Party may assign or transfer this Agreement, in whole or in part, or any of its rights, duties, or obligations under this Agreement, without the prior written consent of the other Party, which consent may be given in the sole and absolute discretion of such Party, and any assignments or transfer by a Party without the prior written consent of the other Party shall be considered null and void.

49. **Entire Agreement.** This Agreement, together with the Appendices attached hereto, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof, including any prior master agreement, lease, or management agreement.

50. **Non-Discrimination.** Enterprise herein covenants that there shall be no unlawful discrimination against any person or group of persons with respect to the operation of, management of, or access to the Swap Meets.

Date: 12-8, 2011


President, District Board of Trustees

Date: 12-8, 2011


Chair, Enterprise Board of Directors

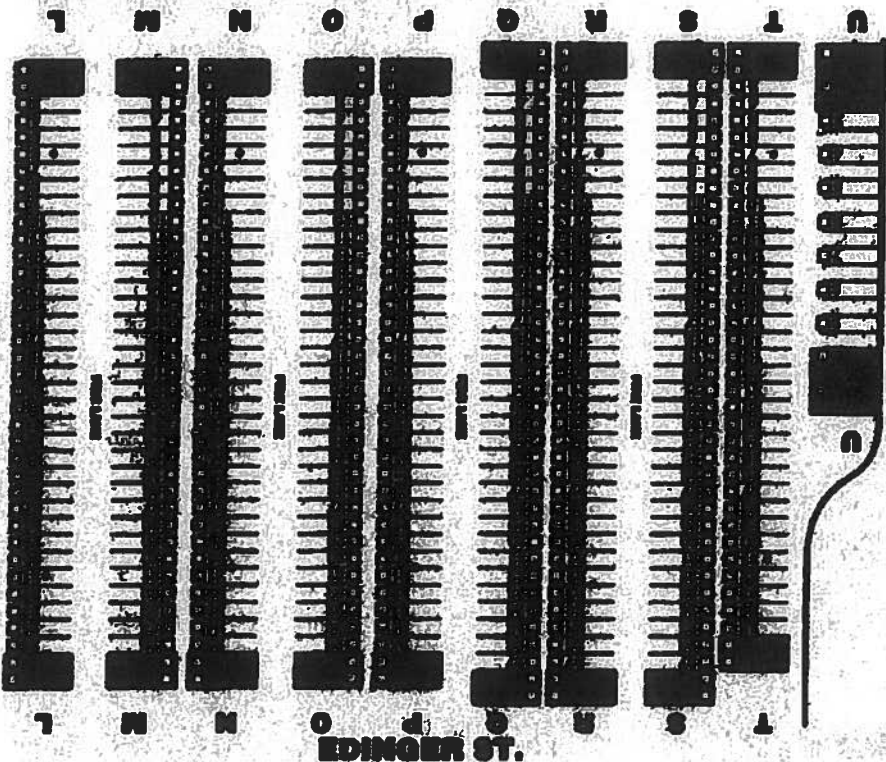
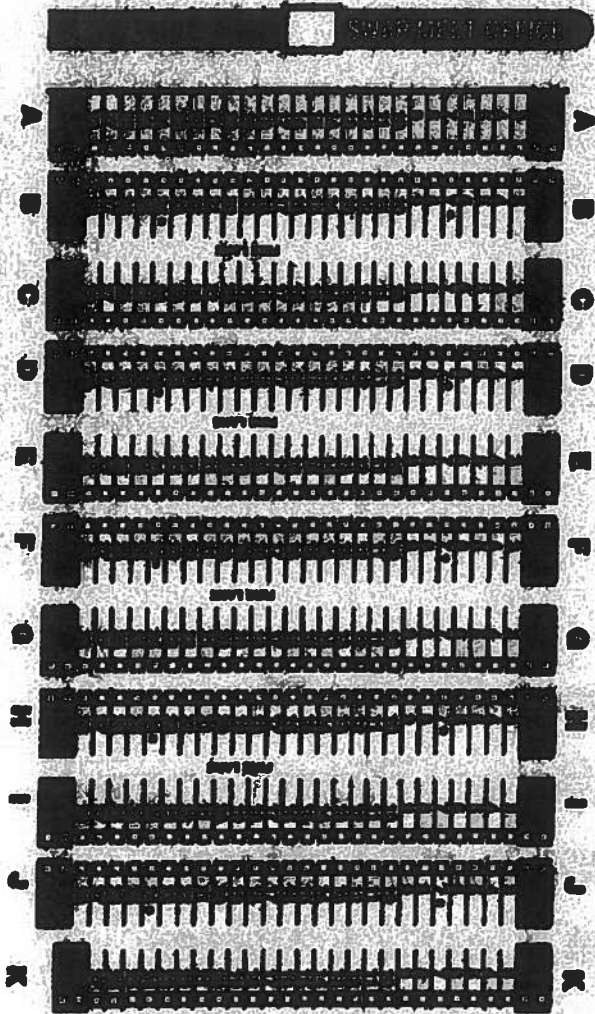
Date: 12-8, 2011


Chair, Foundation Board of Directors

**Appendix "A":
Maps of Swap Meet Areas
Golden West College
Orange Coast College**

SWAP MEET

Campus

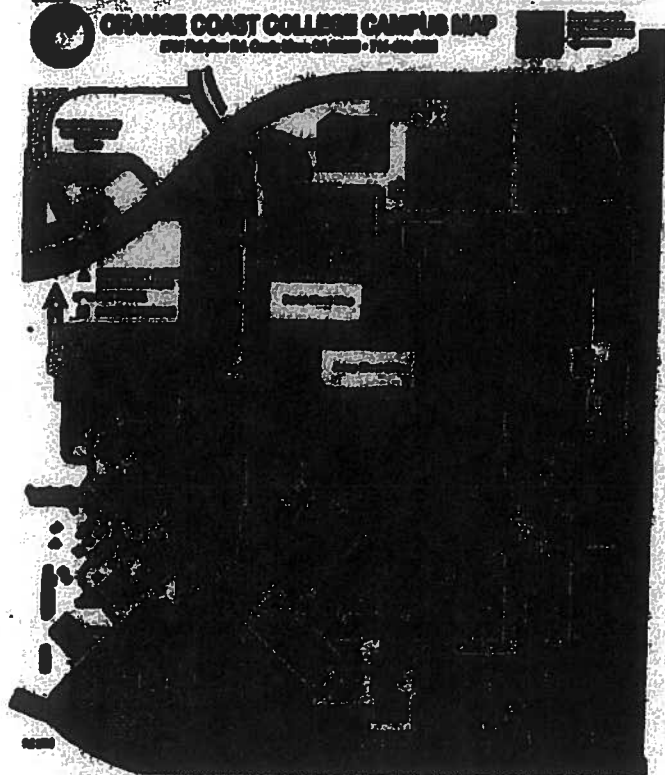
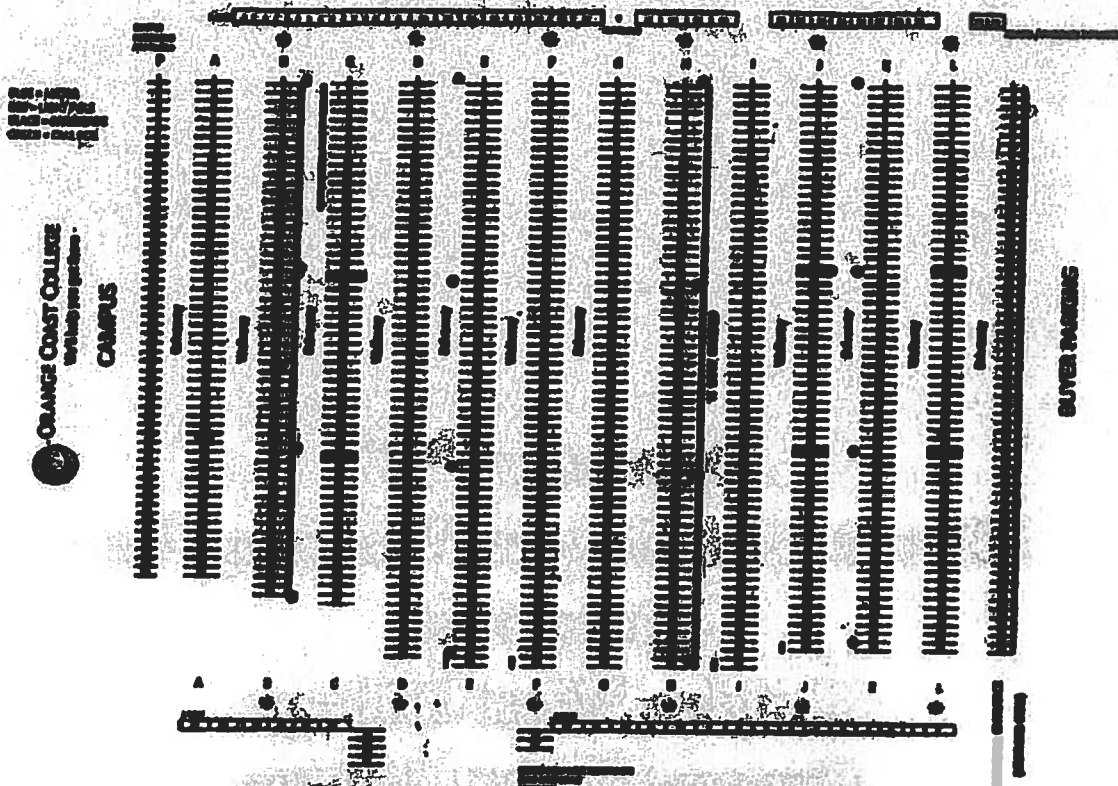


EDINGER ST.

☐ Additional food vendors

GOLDEN WEST ST.

Appendix "A" ORANGE COAST COLLEGE



**Appendix "B":
District Employees Working For
Enterprise
Golden West College
Orange Coast College**

Appendix "B"
Golden West College Swap Meet Operation

Employee Name	Position	% Split
Altamirano, Christopher B.	Swap Meet Crew	100
Apodaca, Angela D.	Office	75
Avina, Osbaldo	Swap Meet Crew	100
Barron, Ronald L.	Swap Meet Crew	100
Berry, Chris S.	Public Safety	100
Brown, Scott M.	Public Safety	100
Buckmaster, Nicholas	Clean Up Crew	100
Chavez, Inocencio	Cashier	100
Cheamore, Brian A.	Public Safety	100
Cheaney, Heather E.	Office	100
Dahl, Evan L.	Swap Meet Crew	100
Diaz, Rene	Swap Meet Crew	100
Dubich, Francis S.	Compliance Officer	100
Duong, Phong T.	Public Safety	100
Flores, Alejandra	Swap Meet Crew	100
Flores, Benito R.	Swap Meet Crew	100
Godoy, Adrian O.	Swap Meet Crew	100
Gomez, Maria D.	Public Safety	100
Hernandez, Laura A.	Office	55
Hong, David H.	Clean Up Crew	100
Huff, Lisa D.	Office	100
Hypock, Ira M.	Public Safety	100
Ibarra, Abel N.	Swap Meet Crew	100
Iglesias, Wilfredo	Swap Meet Crew	100
Jakubauskas, Mindaugas	Swap Meet Crew	100
Jimenez, Paulino A.	Swap Meet Crew	100
Lal, Catalina T.	Swap Meet Crew	100
Lordanich, Joseph A.	Public Safety	100
Lund, Jonathan D.	Public Safety	100
Lundell, Candra D.	Office Supervisor	80
Lutman, Blake W.	Swap Meet Crew	100
Marchbank, Garrett L.	Clean Up Crew	100
Martinez, Gumersindo	Grounds	100
Mongkolallapa, Charlie	Swap Meet Crew	100
Monzon, Axel R.	Swap Meet Crew	100
Monzon, Selvin R.	Swap Meet Crew	100
Morales, Lisa L.	Office	50
Morgan Jr., Michael C.	Swap Meet Crew	100
Mosqueda Plancarte, Margarita	Office/Cashier	100
Nelson, Myrna L.	Swap Meet Crew	100
Nguyen, Annie	Public Safety	100
Nguyen, Son H.	Mechanic	50
Nicholls, Stavis R.	Clean Up Crew	100
Oste, Gino A.	Public Safety	100
Ostovarpour, Matthew K.	Swap Meet Crew	100
Pham, Ngoc V.	Clean Up Crew	100
Putnam, Janeli H.	Office/Cashier	100
Ramirez, Francisco	Swap Meet Crew	100
Rodriguez, Santiago	Grounds	100

Appendix "B"
Golden West College Swap Meet Operation

Employee Name	Position	% Split
Salinas, Manuel	Swap Meet Crew	100
Seavers, Marcus C.	Public Safety	100
Serth, Plaoth	Swap Meet Crew	100
Taylor, Travis	Swap Meet Crew	100
Tenorio, Luis A.	Public Safety	100
Torres, Angel	Swap Meet Crew	100
Torres, Eddie	Swap Meet Crew	100
Torres, Jesus	Swap Meet Crew	100
Venable, Terance T.	Swap Meet Supervisor	100
Villaire, Hailey L.	Office	100
Vizcaino, Hector F.	Swap Meet Crew	100
Vo, Son T.	Cashier	100
Wills, Trevor A.	Swap Meet Crew	100
Zecua Garza, Rene F.	Clean Up Crew	100
Zecua, Rene A.	Clean Up Crew	100

Appendix "B" - ORANGE COAST COLLEGE

Employee Name	Position	% Split
Arroyo, Ernesto	Swap Meet Crew	100%
Arroyo, Jorge	Swap Meet Crew	100%
Chhom, Viraly	Swap Meet Crew	100%
Cruz, Crescenciana	Swap Meet Crew	100%
Gaytan, Manuel	Swap Meet Crew	100%
Juarez, Baltasar	Swap Meet Crew	100%
Martinez-Lopez, Macario	Swap Meet Crew	100%
Melchor, Evelia Q.	Swap Meet Crew	100%
Quesada, Ricardo	Swap Meet Crew	100%
Rojas, Javier	Swap Meet Crew	100%
Romero, Sergio	Swap Meet Crew	100%
Sanchez, Juan R.	Swap Meet Crew	100%
Sanchez, Tony P.	Swap Meet Crew	100%
Solorzano, Luis A.	Swap Meet Crew	100%
Tran, Hieu D.	Swap Meet Crew	100%
Villalobos, Jesus M.	Swap Meet Crew	100%
Becker, Chris T.	Campus Safety	100%
Cutting, Kristopher J.	Campus Safety	100%
Justice, Aaron C.	Campus Safety	100%
Knott, Brian L.	Campus Safety	100%
Mac Donald, John	Campus Safety	100%
Morris, Shawn J.	Campus Safety	100%
Nguyen, Chris T.	Campus Safety	100%
Nguyen, Kenny Q.	Campus Safety	100%
Nguyen, Tiger T.	Campus Safety	100%
Nguyen, Tony	Campus Safety	100%
Pecero, Giancarlo	Campus Safety	100%
Rablola, Anthony E.	Campus Safety	100%
Staph, Nathan A.	Campus Safety	100%
Urbina, Thomas	Campus Safety	100%
West, Eric S.	Campus Safety	100%
Younkin, Trent D.	Campus Safety	100%
Canett, Miguel	Swap Meet Admin.	100%
Bennett, Douglas	Swap Meet Admin.	50%
Smith, Sloan	Swap Meet Accounting	50%
Tran, Van	Swap Meet Accounting	50%
Alcala, Norma	Swap Meet Accounting	40%
Hurst, Geoffrey	Swap Meet IT Support	35%

Appendix "B" ORANGE COAST COLLEGE

Employee Name	Position	% Split
Rothwell, Helen	Swap Meet Accounting	35%
Page, Richard	Swap Meet Admin.	25%
Rivell, Sean	Swap Meet Grounds	15%
Cotter, Ray	Swap Meet IT Support	10%

**Appendix "C":
List of Facilities Utilized by Enterprise
Golden West College
Orange Coast College**

Appendix "C"
Golden West College

Facility	Annual Amount
Community Center 104	100,000.00
Humanities 123	25,000.00
Auto Body South-East Bay	15,000.00
Administration Storage	5,000.00
Marquee	7,800.00

Appendix "C" – ORANGE COAST COLLEGE

Facility	Annual Amount
Electronic Marquee (2 Signs)	\$ 15,000
Swap Meet Office and Storage (Field House & Containers)	\$108,000
Bursar's Office (Swap Meet Sales)	\$ 12,000

SECRET

ATTENTION: [illegible]	[illegible]
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