

**MASTER AGREEMENT
CAL MARITIME CORPORATION
and
CALIFORNIA STATE UNIVERISTY MARITIME ACADEMY**

This Master Agreement (this “**Agreement**”) is made and entered into this 2 day of Dec, 2021 (the “**Effective Date**”) in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting office, CALIFORNIA STATE UNIVERSITY MARITIME ACADEMY hereinafter called **CAMPUS** and CAL MARITIME CORPORATION, hereinafter referred to as the **CORPORATION**.

In consideration of the mutual promises contained herein, **CAMPUS** and **CORPORATION** agree as follows:

ARTICLE 1 – SERVICES

The **CORPORATION**’s responsibility under this Agreement is to provide operational and enterprise services (collectively, the “**Services**”) in support of the **CAMPUS**’ Mission (as herein set forth).

California State University Maritime Academy's Mission is to:

- Provide each cadet with a college education combining intellectual learning, applied technology, leadership development, and global awareness;
- Provide the highest quality licensed officers and other personnel for the merchant marine and national maritime industries.
- Provide continuing education opportunities for those in the transportation and related industries.
- Be an information and technology resource center for the transportation and related industries.

The Services of **CORPORATION** shall be under the general direction of the Executive Director of the Cal Maritime **CORPORATION**, (707) 654-1563 and shall be as follows:

Fiduciary responsibilities for **CORPORATION** and **CAMPUS** are as described in **Exhibit A**, as attached hereto.

CORPORATION shall provide Operational Services as outlined in **Exhibit B**, as attached hereto, for the buildings as outlined.

CORPORATION shall provide Bookstore/Retail Services as outlined in **Exhibit C**, as attached hereto.

CORPORATION shall provide Conference and Event Services as outlined in **Exhibit D**, as attached hereto.

CORPORATION shall provide Dining and Food Services as outlined in **Exhibit E**, as attached hereto.

CORPORATION may provide additional self-support services as mutually agreed upon between CAMPUS and CORPORATON.

ARTICLE 2 – SCHEDULE; TERM

The CORPORATION shall commence providing the Services set forth in this Agreement on January 1, 2022.

This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter (i) for one (1) year (the “**Term**”), which Term shall be subject to automatic renewal for each year thereafter upon mutual agreement of CAMPUS and CORPORATION, or (ii) until this Agreement is terminated as provided in Paragraph 4 below.

ARTICLE 3 – INVOICES AND PAYMENTS TO CORPORATION

- A. The total cost for the services to be provided by the CORPORATION to the CAMPUS under this Agreement for the period from January 1, 2022, to June 30, 2022, is set forth in Table A-1, attached hereto (the “**Budget**”). On or before December 1st of 2021 and for each subsequent year thereafter, CORPORATION and CAMPUS will agree on a Budget for the fiscal services to be provided in the coming fiscal year, which Budgets will become appended to and part of this Agreement.
- B. CORPORATION will send on a quarterly basis to the CAMPUS an invoice for one fourth of the agreed upon Budget amount in Table A-1 for the then current fiscal year. Invoices received from the CAMPUS per this Agreement will be reviewed, approved, and processed for payment by the CAMPUS within thirty (30) days following receipt.
- C. Final Invoice: At the close of each fiscal year the CORPORATION will review the Budget versus actual and if the CAMPUS has been under billed then the CORPORATION will send one final invoice for that difference at the start of the next fiscal year. In order for both parties herein to close their books and records, the CORPORATION will clearly state “Final Invoice” on the CORPORATION’s final/last billing to the CAMPUS. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CAMPUS. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CORPORATION. Any CORPORATION unspent funds will be moved a reserve fund for the sole purpose of CAMPUS benefit.

ARTICLE 4 – TERMINATION

This Agreement may be terminated by the either party with or without cause upon prior written notice to the other party at least ninety (90) days prior to the end of the fiscal year of the CORPORATION (June 30). Subject to Paragraph 9, unless the CORPORATION is in default of this Agreement, the CORPORATION shall be paid for services rendered to the CAMPUS’ satisfaction through the date of termination. After receipt of a notice of termination and except as otherwise directed by the CAMPUS the CORPORATION shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontractors relating to the performance of the terminated work. Transfer all work in process, completed work, and other material related to the termination work to CAMPUS.
- C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 – PERSONNEL

The CORPORATION represents that it has, or will secure at its own expense, all necessary personnel needed to perform the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CAMPUS.

All the SERVICES needed hereinunder shall be performed by the CORPORATION or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if needed, authorized, or allowed under state and local law to perform such Services.

The CORPORATION warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 – INDEMNIFICATION

The CORPORATION shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CAMPUS, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Agreement by the CORPORATION, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from CORPORATION's performance of this Agreement.

ARTICLE 7 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and shall inure to the benefit of the heirs and executors, administrators, successors, and permitted assigns of CAMPUS and the CORPORATION in respect to all covenants of this Agreement. Except as above, neither CAMPUS nor the CORPORATION shall assign, sublet convey, or transfer its interest in this Agreement without the written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CAMPUS which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CAMPUS and the CORPORATION.

ARTICLE 8 – GOVERNING LAW; REMEDIES

This Agreement shall be governed by the laws of the State of California. Any and all legal action necessary to enforce this Agreement will be held in Solano County, State of California and this Agreement will be interpreted according to the laws of California. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy

shall be cumulative and shall be in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall prevent any other or further exercise thereof.

ARTICLE 9 – EXCUSABLE DELAYS

The CORPORATION shall not be considered in default of this Agreement by reason of any failure in performance if such failure arises out of causes beyond the CORPORATION's control and without its fault or negligence. Such causes may include but are not limited to acts of God; the CORPORATION's omissions; natural or public health emergencies; labor disputes; freight embargoes, and severe weather conditions.

Upon the CORPORATION's request, CAMPUS shall consider the facts and extent of any failure to perform the work and, if the CORPORATION's failure to perform was without it or its subcontractors' fault or negligence, the Services and/or any other affected provision of this Agreement shall be revised; accordingly, subject to the CAMPUS's rights to change, terminate, or stop any or all the work at any time.

ARTICLE 10 – ARREARS

The CORPORATION shall not pledge CAMPUS' credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CORPORATION further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 11 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CORPORATION shall deliver to CAMPUS for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for CAMPUS under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by CAMPUS or at its expense will be kept confidential by the CORPORATION and will not be disclosed to any other party, directly or indirectly, without CAMPUS's prior written consent unless required by lawful order.

All drawings, maps sketches, and other data developed, or purchased, under this Agreement or at CAMPUS's expense shall be and remain its property and may be reproduced and reused at the discretion of CAMPUS.

Information provided by CAMPUS to CORPORATION is subject to disclosure under applicable public record disclosure laws.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 12 – INDEPENDENT CONTRACTOR RELATIONSHIP

The CORPORATION is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of CAMPUS. All persons engaged in any of the work or services performed per this Agreement shall always, and in all places, be subject to the CORPORATION's sole direction, supervision, and control. The CORPORATION shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CORPORATION's relationship and the relationship of its employees to CAMPUS shall be that of an independent contractor and not as employees or agents of CAMPUS.

The CORPORATION does not have the power or authority to bind the CAMPUS in any promise, agreement, or representation other than specifically provided for in this agreement.

ARTICLE 13 – CONTINGENT FEES

The CORPORATION warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CORPORATION to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CORPORATION any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 14 – NONDISCRIMINATION

The CORPORATION warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, disability, sex, age or national origin, ancestry, marital status, or sexual orientation and shall comply with all applicable California State University, State of California and Federal guidelines.

ARTICLE 15 – ENTIRETY OF AGREEMENT

CAMPUS and the CORPORATION agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 16 – SEVERABILITY

In any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be considered valid and enforceable to the extent allowed by the laws of the State of California.

ARTICLE 17 – NOTICES

All notices to be given under this Agreement shall be in writing and shall be hand delivered to the other party or (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail, or (ii) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with the courier, or (iii) sent by electronic transmission, including facsimile, e-mail, or similar means, in which case notice shall be deemed delivered on transmittal by facsimile, e-mail or other similar means, provided that a transmission report is generated that reflects the accurate transmission of the notices, as follows:

Franz Lozano,
Vice President & CFO
200 Maritime Academy Way
Vallejo, CA 94590

And if sent to the CORPORATION shall be mailed to:

Mark Goodrich, CPM
Executive Director
201 Georgia Street
Vallejo, CA 94590

[SIGNATURE PAGE ATTCHED]

IN WITNESS OF WHEREOF, CAMPUS and the CORPORATION have executed this Agreement as of the Effective Date .

CAMPUS:

CORPORATION:

By: 

Franz Lozano, Vice President & CFO
California State University Maritime Academy

By: 

Mark Goodrich, Executive Director
Cal Maritime Corporation

Exhibit A

Fiduciary Responsibilities

Corporation

A. CUSTODIANSHIP RESPONSIBILITIES

1. Protect, safeguard, and maintain CAMPUS funds (defined as all monies accounted for and/or subject to budgeting or programmatic control of the CAMPUS).
2. Accrue as receivable, all CAMPUS funds in the custody of Trust and Special Projects. move to Campus.
3. Maintain custody of negotiable instruments.
4. Receive directly from the banking institution(s) all notices, payments, and other information related to investments.
 - a. Reconcile all bank and investment accounts monthly by Campus
5. Maintain primary banking relationship where CAMPUS funds are deposited.
6. Maintain primary relationships with payroll out-service.
7. Exercise control over the actual disbursement of funds.
8. Provide necessary accounting records and controls for the operation of CAMPUS. Necessary accounting controls at a minimum include:
 - a. A revenue account with sub-accounts for student activity fees, program revenues, and other income. Each sub-account shall include the annual budgeted amount and the actual income collected.
 - b. An expenditure account with sub-accounts for personnel (salaries, and benefits), operating expenses and equipment. Each sub-account shall include the annual budgeted amount and the actual expenditures.
 - c. Cash account(s).
9. Audits
 - a. Prepare all requested schedules for external and internal auditors that relate to functions covered herein by the CORPORATION.

B. ACCOUNTING AND FISCAL SERVICES DISBURSEMENTS

1. Purchase Orders and Contracts
 - a. Check that invoices are properly matched with the purchase orders.
 - b. Check invoices and contracts for mathematical accuracy.
 - c. Check requisitions have proper approval signatures and Board of Directors approval in accordance with CAMPUS Financial policy.
 - d. Check requisitions for proper account classification. Make corrections and notify CAMPUS of any changes.
 - e. Notify CAMPUS when invoice exceeds purchase order, and an additional requisition is needed.
 - f. Make payments and liquidate purchase order/contract.
 - g. Maintain files of open and closed purchase orders and contracts.

2. REIMBURSEMENTS

- a. Review requisitions and authorizations for both CAMPUS-funded and non-funded organizations for mathematical accuracy, completeness of information, logical consistency, and proper approval signatures.
- b. Verify that all requisitions and authorizations are within the financial or program policies of CAMPUS. Exceptions will be returned, and a copy forwarded to the Director of Procurement for resolution.
- c. Verify that all requisitions and authorizations are within the financial or program policies of CAMPUS. Exceptions will be returned, and a copy forwarded to the Director of Procurement for resolution.

3. CASH ADVANCES

- a. See Reimbursements above.
- b. Submit approved Travel Claim within 60 days after returning from a trip.

4. PAYROLL

- a. Process payroll without-service software, which also performs the following:
- b. Electronically transfer from CAMPUS's bank account all tax deposits for Federal Income Tax (FIT), State Income Tax, (SIT), State Disability Insurance (SDI), as well as social security and Medicare tax -- of the Federal Insurance Contribution Act (FICA).
- c. Prepares and files all Quarterly Tax Returns and annual W-2's.
- d. File agency reports for the following: Workers' compensation, Auxiliary Organization Unemployment Insurance Trust (AOUIT), and annual 1099 returns.
- e. Withhold and remit contributions to annuities and liens on wages.
- f. Calculate employer-paid benefits and staff contributions toward dependent care benefits and dental and health insurance plans and VALIC. Make all necessary payroll deductions and accruals to account for same.
- g. Retain Employee Master Files, W-2's and Quarterly Earnings Records on CD (with copies made to networked server). Preserve original copies of the W-4's and quarterly/annual tax returns.
- h. Journalize payroll activity to General Ledger.
- i. Maintain Non-Resident Alien Taxation (NRAT) schedules on foreign national employees for reporting to Internal Audit and annual filing of 1042, 1042-S, and 1042-T.
- j. Prepare Labor Statistics report monthly and phone in results to the US Department of Labor.

Campus

It is the responsibility of the Fiscal Services, Budget, and Procurement & Contracts departments to ensure funds are safeguarded to prevent loss of revenue and that there is a proper segregation of duties. Overall, it is the responsibility of the Campus to adhere to existing rules and regulations and maintain the Corporation's financial records on a legal basis and modified accrual basis of accounting. Tasks and responsibilities include, but are not limited to, the following:

1. CASH FLOW MANAGEMENT
 - a. Maintain and manage daily cash flow and monitor cash balances.
 - b. Make wire transfers between checking and LAIF (savings) to maximize interest earnings and maintain adequate checking account balances.
2. CASH RECEIPTS
 - a. Record and process all cash, checks and credit card transactions using available Cash Receipt Registers/Application.
 - b. Journalize cash receipts in the General Ledger for receipt transactions processed through the Corporation's Cash Register.
3. ACCOUNTS RECEIVABLE
 - a. Journalize student fees receivable from Enterprise, Trust and Special Projects (ETSP).
 - b. Prepare appropriate entries to journalize interest income receivable on student fee funds held in the ETSP trust account.
4. ACCOUNTS PAYABLE
 - a. Accrue at year-end all unpaid purchase orders and contracts for goods and services that have been received or performed by June 30.
 - b. Accrue all other unpaid payables at year-end for goods, services or other obligations received or obliged by June 30.
 - c. Accrue all stale-dated checks. Escheat to State after three years.
5. PURCHASE ORDERS and CONTRACTS
 - a. Review requisitions for mathematical accuracy, completeness, proper account classification and approvals.
 - b. Verify that all requisitions are within the financial and program policies of CAMPUS. Exceptions will be returned, and a copy forwarded to the Director of Procurement for resolution.
 - c. Issue, and maintain purchase orders and contracts based on existing procurement rules, regulations, and procedures.
6. VENDORS
 - a. Identify existing vendor record or create a new vendor record 204 Form.
 - b. Determine reportable status of vendor.

- c. Maintain 590 certifications of residency for all independent contractors and W-9's for all vendors.

7. BUDGET

- a. Enter and journalize budget data in the General Ledger.
- b. *Collaborate and work with the Corporation to establish future budget estimates based on trend analysis.*

8. GENERAL LEDGER & REPORTING

- a. Journalize month-end accruals, corrections, voided and canceled checks, and other accounting transactions.
- b. Review and analyze the General Ledger for accuracy.
- c. Create readable reports for management utilizing BI
- d. Prepare monthly financial statements (with budget analysis) for each Fund: General, Designated and Restricted.
- e. Generate Balance Sheets and Income Statement for all programs and organizations.
- f. Distribute reports via email each month.
- g. Publish bound, year-end statements, including detail schedules of all assets and liabilities by fund.
- h. Provide financial tutorial information to enhance understanding and utilization of the financial statements. If requested, make presentations to student officers as requested.
- i. Work with external auditors the review and issuance of annual audited financial statements.
- j. Schedule a regular meeting to discuss the financial status and changes with the Board and/or committees with financial oversight of the Corporation.

9. TEMPORARILY RESTRICTED & DESIGNATED FUNDS

- a. Segregate funds to ensure proper controls.
- b. Analyze third party restriction (i.e.. Grants and Contracts) information to determine proper accounting treatment.
- c. Adjust Net Assets Released from Restriction.

10. BUDGET RESOURCE SUPPORT

- a. Provide financial data to assist Board and management in their referendum efforts to increase mandatory fees.

11. OTHER

- a. Establish record retention policies for files maintained by the CORPORATION.
- b. Handle system conversions, and upgrades for the accounting, payroll, reporting, and childcare systems maintained by the CORPORATION

Exhibit B **Operational Services**

CORPORATION shall perform the following services according to all applicable State of California, California State University, Federal laws, and policies with applicable licenses.

A. VENDING

CORPORATION shall provide vending services to include, but not limited to snacks, drinks, and laundry services. Wash/Dry rates shall be set by the CORPORATION.

B. CUSTODIAL

Buffing: Floors will be high speed buffed to a maximum luster with a buffing machine.

Damp mopping: All vinyl tile, linoleum, and other applicable floor surfaces will be damp mopped with a neutral cleaner so as not to remove floor finish. Spills and other substances will be thoroughly removed from floor surfaces. Baseboards and furniture will be free of splashes and residue.

Dust mopping: All vinyl tile, linoleum, and other applicable floor surfaces will be dust mopped with a treated dust mop. Accessible areas underneath desks, chairs, and movable furniture will be dust mopped. Dust mops will be cleaned daily.

Graffiti removal: Graffiti shall be cleaned only with soap and water or approved solutions. Whenever possible, a lead pencil eraser or ink eraser should be used to clean the graffiti. Graffiti needs to be removed before other persons write responses to the messages or write more comments in the same area.

Scrub and wax: Vinyl tile, linoleum, and all other applicable floor surfaces will be scrubbed and refinished. An acceptable all-purpose cleaners will be used for this purpose.

Stripping and Waxing: All chairs and movable furniture will be moved prior to stripping and returned to their proper place. All splash marks and residue will be wiped clean from baseboards, walls, desks, and other furniture. The stripping and re waxing will normally done during university breaks, such as the Summer Break, Spring Break, or the Winter Break.

Trash Disposal: Removing trash from all trash receptacles located in bathrooms, public areas within and receptacles outside of the residence halls and placing it in outside dumpsters or recycling bins.

Vacuuming: This task is to be performed with a commercial grade upright vacuum cleaner. The areas accessible underneath desks, tables, chairs, and movable furniture of hallways and public areas will be vacuumed. Removal of gum from carpeted areas is considered part of this task.

Waxing (refinishing): Vinyl tile, linoleum, and all applicable floors will have two thin coats of an approved nonskid floor finish applied after stripping. Floor finish residue will be thoroughly cleaned from baseboards, walls, and office furniture.

Window Care: All interior glass and Plexiglas surfaces and windows in public areas, bathrooms, and office areas of all the buildings must be dusted and washed regularly and be free from smudges, spiderwebs, and finger/handprints. The inside windowsills shall be cleaned as well. Removing taped signs from glass and Plexiglas surfaces is considered part of this task.

Sanitation: Clean surfaces thoroughly by disinfecting or sterilizing. CORPORATION crew will be trained on how to properly and safely deal with any blood borne pathogens and bodily waste including excrement, urine, vomit, and blood.

SUPPLY SAFETY REQUIREMENTS

All chemical supplies issued to custodial personnel shall have labels, which name the product, define the instructions for use, and any pertinent safety or warning instructions. The CORPORATION shall provide a chemical inventory list as well as copies of the Safety Data Sheet (SDS) for each product Contact within fifteen (15) days after award of this contract and prior to being used. Copies of the SDS will be kept readily available to all CORPORATION and to the CAMPUS personnel.

All personnel are to be trained, as applicable to regulatory standards, on the proper handling, storage, use and disposal of all materials associated with this contract. Proof of the required employee training must be given to the CAMPUS prior to commencement of services.

CORPORATION must stock and have readily available to crew materials and supplies for cleanup and disposal of bodily waste/biohazards; and all crew are to be trained on the proper procedures for bodily waste/biohazard cleanup and the handling and use of the related supplies.

CORPORATION PROVIDED SUPPLIES

The following proprietary dispenser products will be provided by CORPORATION:

- Toilet paper dispensers
- Hand towel dispensers
- Toilet protectors
- Hand soap dispensers
- Light Bulbs
- Multi-folded towels in restrooms
- Any cleaning/disinfectant
- Floor wax
- Carpet shampoo
- Dusting products
- Trash can liners

CAMPUS to supply all COVID supplies (masks, hand sanitizer, etc.) for routine use located in lobbies.

OWNERSHIP OF SUPPLIES

Ownership of all CORPORATION furnished supplies shall remain with the CORPORATION until contract termination, however once delivered to campus, supplies shall not be removed from the CAMPUS or used elsewhere. The CAMPUS will identify secure storage space for CORPORATION's use during the term of the agreement. The CORPORATION shall act appropriately against loss by pilferage, unauthorized use, or destruction.

Upon contract termination the CORPORATION shall turn over all supplies maintained on campus to the CAMPUS.

C. MAINTENANCE

GENERAL BUILDING MAINTENANCE

- Maintain and repair building furniture, fixtures.
- Replace light bulbs and fluorescent lamps.
- Repair door hardware and replace acoustic ceiling tiles.
- Repair doors, locks, doorstops, closet doors, and refrigerator shelving.
- Repair or replace broken mirrors
- Make minor carpet repairs
- Perform minor roof maintenance such as unclogging roof drains
- Repair ceiling tiles and ceramic bathroom tiles.
- Repair or replace Plexiglas light diffusers.
- Change heater filters.

PLUMBING REPAIRS AND MODIFICATIONS

- Install garbage disposals and repair older ones.
- Repair toilet tanks and unplug toilets.
- Install new faucet assemblies, repair existing faucets, drains, drain plugs, risers, angle stops, aerators, pop-up washers, P.O. plugs, stems, vacuums breakers, diaphragms, packing and handles.

ELECTRICAL SYSTEM REPAIRS AND MODIFICATIONS

- Install fluorescent light fixtures and change ballast and tombstones.
- Change light switches and outlets.
- Repair oven control thermostats/switches.
- Repair or install room heater thermostat controls.
- Reset tripped circuit breakers.

- Maintain silent door alarm system.
- Install and maintain emergency AC/DC lights.

CARPENTRY

- Build shelves, repair, and replace cabinets
- Repair drawers

Repair and maintain laminated shelves, repair cabinets and counter tops.
Finish and hang new wooden doors and repair cracked doors.

PAINTING

- Clean, patch, sand and thoroughly prepare wall surfaces for painting using either latex or oil base enamel as appropriate.
- Perform all necessary finishing work on all surface types.
- Patch small/medium rooms, hallways, and bathrooms.

(This space left intentionally blank.)

BUILDINGS

BUILDING/FACILITY	ADDRESS	SQUARE FOOTAGE
McAllister Hall	200 Maritime Academy Dr.	29,732
Upper Residence Hall	200 Maritime Academy Dr	37,852
Lower Residence Hall	200 Maritime Academy Dr	42,335
Maritime North	596 Sandy Beach Dr.	169,013
Marketplace (including Compass Room)	200 Maritime Academy Dr	27,470
Bistro	200 Maritime Academy Dr	2,000
Rizza Auditorium	200 Maritime Academy Dr	14,343
Anchor Center	201 Georgia Street	11,500
Residence #1 (Felton House)	#1 Faculty Drive	2,250
Residence #2	#2 Faculty Drive	2,250
Residence #3	#3 Faculty Drive	2,240
Residence #4	#4 Faculty Drive	2,022
Residence #5	#5 Faculty Drive	1,978
Keelhauler Shops	200 Maritime Academy Dr.	2,665

End of Exhibit B

Exhibit C
Bookstore/Retail Services

CORPORATION shall provide services Retail Services for the CAMPUS.

Services shall include: all retail activities of the Cal Maritime Keelhauler Shops and campus retail operations that are related to Faculty /Staff, campus, and external focus. Facilitate daily operations with emphasis on the Main Bookstore, Keelhauler Outlet, Fitness Bar/PEAC and Maritime North concession locations to maximize profit and minimize costs. Maintain bookstore campus presence, work with faculty and staff for department orders, textbooks, and regalia, oversee and coordinate inventory control, sales and returns, vendor relations, cash management, represent the bookstore at community/business meeting events, facilitate the uniform program and marketing and outreach functions.

Specifically:

Manage all retail operations of Keelhauler Shops Bookstore, Concession, Keelhauler Outlet, Pirates Cove and Maritime North operations

- Purchase supplies, books, and gifts merchandise, handle special orders, manage receiving and shipping operations and oversee return of overstocked and defective merchandise.
- Oversee maintenance of stock, displays, signs, and inventory, complete year-end inventory and monitor theft and shrinkage.
- Make decisions related to product selections and deployment of staff to meet sales objectives and labor budgets.
- Manage five retail locations on campus, each with its own staffing, business hours, sales and customer needs.
- Work with faculty and vendors to acquire and assure availability of new/used texts and class supplies for cadets.

Supervise staff associated with Keelhauler Shops operations

- Hire, train, schedule, provide work direction, motivate, and monitor the work of Student Assistants in the Bookstore and PEAC locations.
- Ensure that customer service meets and exceeds the expectation of students and faculty/staff, external customers.
- Develop and promote a team environment and share plans with team members and leads/ drives them to execution.
- Develop and train student staff to acquire work ethic and business training that would be beneficial to their overall work knowledge post-college.

Cultivate opportunities and maintaining relationships with university departments, community members to promote Keelhauler Shops to external and internal customers.

- Maintain bookstore campus presence including bookstore sales events, on-line and seasonal in-house.
- Create and maintain relationships with vendors and initiate marketing partnerships.
- Partner with campus community including event planning for presidential events, food service and conference & events to create cross promotional items and campaigns.
- Establish, enhance, and maintain positive, responsive relationships with the campus community, particularly campus administration, Athletics, faculty, staff, and Alumni.
- Work with Food Service, Conference & Events, Associated Students, the Corps of Cadets, and other departments to create promotional items and events & campaigns, and Commandant's office.

Develop a marketing strategy and oversee its implementation -including campaigns, events, digital marketing, and public relations.

- Responsible for promotions and sales for all Keelhauler locations; manage advertising methods and best marketing strategies based on budget needs with emphasis on faculty, staff needs and Alumni.
- Facilitate social media presence including Facebook, Twitter, Snap Chat, Instagram, Pinterest, and other direct programs to improve recognition. Handle customer service web related to social media.
- Facilitate promotions and sales on bookstore website when operational. Use analytics to evaluate usage improvement areas.
- Negotiate, purchase and manage placement of all print media. This includes newspapers, magazines, programs, store signage, point of purchase, etc. (e.g., AD's, Cal Maritime Magazine)
- Organize and manage marketing elements of promotional events. Organize prizes, food, signage, special activities, sales information, set-up, and other needs for events.
- Integrate retail events, promotions, and hours of operation into unified advertising program(s) on a short and long-term basis.

Review, identify, analyze, and implement strategies that provide Keelhauler Shops locations the best competitive position for the campus.

- Set sales targets and implement action plans for achieving objectives.
- Improve operational performance; influence productivity and cost saving opportunities.
- Review sales and identify trends and opportunities such as seasonal and popular trend items, family and children-oriented merchandise, Athletic Apparel.
- Identify and analyze competitive environment and consumer trends.
- Manage location budget; recommend, implement, and administer operating policies and procedures.
- Manage the visual presentation to create an exciting shopping environment for customers.

Manage Department Orders and Regalia

- Plan annual commencement fitting and robing needs.
- Contact faculty and commencement/special speaker to determine needs for regalia.
- Schedule fittings and alterations for faculty needs.

Manage Uniform Program

- Calculate yearly pricing and contents of Initial Issue Uniform Seabag that have all uniforms and supplies for incoming first-year student and transfer students and obtain approval from the VP.
- Contact incoming first-year student and transfer students regarding uniform requirements, ensuring all sizes are updated and ready for correct inventory ordering.
- Schedule individual fittings and alterations for students and issue Seabags year-round.

Manage Textbook program

- Preparation of purchase orders for textbooks
- Work with faculty on annual adoptions
- Run and execute textbook buyback program

End of Exhibit C

Exhibit D
Conference and Event Services

CORPORATION shall provide services Conference and Event services for the CAMPUS.

Services shall include: Oversight of the marketing and sales of the conference and events program.

Specifically:

- Manage new and existing client base to ensure repeat business; engage in communication practices which encourage sales of underutilized space on campus.
- Collaborate with Public Information Officer to create marketing materials.
- Create and route for approval policies and procedures on behalf of the Conference and Events office regarding short term rentals of facilities.
- Ensure contract agreements are complete, exact and conform to the CSU and Cal Maritime requirements.
- Work in partnership with various campus entities to ensure accurate services are provided and appropriately documented, paid and positively reflect upon the university.
- Act as university representative to food service vendor regarding catering services and ensure proper services and pricing are applied for all events.
- Work with food service provider to enhance service and remain competitive in the marketplace.
- Work with campus Fiscal Services to ensure all financial matters relating to conference and events are current, accurate and provide regular reports on progress towards financial goals.
- Track billing, invoicing, and collection of payment for facility.

End of Exhibit D

Exhibit E
Dining and Food Services

CORPORATION shall provide Dining and Food Services that comply with the requirements of the CSU Maritime Agreement RFP MA 6714 issued December 22, 2015 and, which by reference, shall be incorporated into this Master Agreement. Corporation shall be assigned current CSU Agreements regarding such services.

End of Exhibit E



Cal Maritime Corporation Board Meeting Minutes
Conference Call
Thursday, Dec 2, 2021

Attendees	T. Cropper, F. Lozano, M. Goodrich, M. Rodgers, L. Bienati, R. Joseph
Absent	G. Benton, R. Joseph, C. Crutchfield
Guest	C. Beard, D. Pelczarski

I. Chairman of the Board

A. Called to Order at 3:07 pm

B. Approval of Previous Minutes July 29, 2021

GOODRICH MOVED TO APPROVE MINUTES AS PRESENTED. ALL IN FAVOR. NONE OPPOSED.

C. Chairman's Comments – Cal Maritime Corporation Updates

1. Cal Maritime Corporation Link available now with access to updates and information.
2. MOU between the campus and the Corporation. Currently the MOU goes into detail what the campus wants from the corporation to do in each of the units. This is an important document to the corporation that will be continually looked at yearly. MOTION: MOU SIGNED BY THE CORPORATION AND CAMPUS TODAY.
MOTION TO APPROVE. ALL IN FAVOR. NONE OPPOSED. MOTION PASSED.
3. RFP to allow corporation for a 3rd party to perform tasks on campus. Sodexo has been identified as the labor force for Housing & Dining for a five-year agreement. Services to be covered; Food operations, facilities, maintenance, and set up & cleanup for special events. Performance clauses are included in the contract. MOTION: TO MOVE FORWARD WITH FOR MAINTENANCE CUSTODIAL CONTRACT.
MOTION TO APPROVE. ALL IN FAVOR. NONE OPPOSED. MOTION PASSED

II. New Business

- A. Graham Benton, Academic Director has resigned MOTION TO LEAVE POSITION VACANT
MOTION TO APPROVE. ALL IN FAVOR. NONE OPPOSED. MOTION PASSED.
- B. Rabi Joseph, Chief Financial Officer has moved to Cal State East Bay.
MOTION TO MOVE FORWARD TO REPLACE THIS VACANT POSITION AS SOON AS POSSIBLE. FRANZ LOZANO TO ACT AS DEFAULT UNTIL POSITION IS REPLACED.
MOTION TO APPROVE. ALL IN FAVOR. NONE OPPOSED. MOTION PASSED.
- C. Ratification of First Amendment By Laws
MOTION: TO CONSENT TO authorized number of directors of this corporation shall be no more than 13.
MOTION TO APPROVE. ALL IN FAVOR. NONE OPPOSED. MOTION PASSED.
- D. Creation of Committees and Charter
MOTION: TO CONSENT TO INVESTMENT/FINANCE, AUDIT, GOVERNANCE AND EXTERNAL RELATIONS.
MOTION TO APPROVE. ALL IN FAVOR. NONE OPPOSED. MOTION PASSED.

III. Announcement

- A. Welcome Daniel Pelczarski to Cal Maritime Corporation Board

VI. Adjournment

3:58pm