AGREEMENT FOR
JOINT EXERCISE OF POWERS --
DATA PROCESSING

THIS AGREEMENT, effective July 1, 1980, is made
between the

SANTA BARBARA HIGH SCHOOL DISTRICT,
hereinafter called "SCHOOLS,"

and the

SANTA BARBARA COMMUNITY COLLEGE
DISTRICT, hereinafter called
"COLLEGE,"

with references to the following:

WHEREAS, both SCHOOLS and COLLEGE have the powers to
purchase, lease, and sell or otherwise acquire and dispose of, and
to use and make available for use of other public agencies,
data processing equipment and systems under the Education Code,
including but not limited to Sections 11000, 11001, 39645,
39646, 39647, and 88260 thereof; and,

WHEREAS, both SCHOOLS and COLLEGE have the power to
enter into agreements to jointly exercise such powers pursuant
to the provisions of Government Code Sections 6500 et seq.; and,

WHEREAS, both SCHOOLS and COLLEGE now have both jointly
and individually owned data processing equipment, desire to sell
some of it, and to purchase jointly or individually additional
different data processing equipment, and to make joint use...
thereof and when not being so used, to make data processing services available at reasonable cost, to other public agencies; and,

WHEREAS, both SCHOOLS AND COLLEGE deem such purchases, leases, sales and such joint use and use by other public agencies of such data processing equipment and systems will be more economical if done jointly rather than individually, in most cases, and will benefit SCHOOLS, COLLEGE and other public agencies in carrying out their respective public purposes:

IT IS THEREFORE AGREED AS FOLLOWS:

1. Data Processing Committee, Members, Meetings, Vote & Term.

   A committee of five (5) members is hereby established, to be designated the "Data Processing Committee." Two of the committee members shall be officers or employees of SCHOOLS and two of the members shall be officers or employees of COLLEGE. The members shall be the business managers (or their designees from their offices) and the superintendents (or their designees from their offices) and a member chosen by the four SCHOOLS and COLLEGE members, who shall not be an officer, employee or agent of either SCHOOLS or COLLEGE. Each of the five committee members shall have one vote. The individual members who are officers or employees of SCHOOLS or COLLEGE shall serve so long as they hold the above-described positions with SCHOOLS or COLLEGE, and their successors shall automatically become members. The fifth member who is not an officer, employee or agent of SCHOOLS or COLLEGE shall serve indefinitely but may be removed and replaced at will at any time by unanimous vote of the other four members. The Data Processing Committee shall adopt such rules of procedure as it deems appropriate; provided, however, that it shall be expressly subject to the provisions
of the Ralph M. Brown Act (Government Code Sections 54950 et Seq.), shall appoint a chairperson and vice-chairperson, and shall hold meetings on call of any two members, or upon request of SCHOOLS or COLLEGE.

2. Duties of Committee.

The Data Processing Committee shall have the following duties:

a) Consider and make recommendations to SCHOOLS and to COLLEGE on all proposals for acquisition, use, or disposal of data processing equipment, and for the extent and type of services to be rendered.

b) Develop operating procedures and policies as to equipment and the manner in which services are to be performed.

c) Recommend cost units to be established by DISTRICT and COLLEGE as the basis for charges to be made for use by other public agencies of equipment or services or both.

d) Recommend amendments to this Agreement.

e) Recommend allocation of employees of SCHOOLS and of COLLEGE to perform the services.

f) Perform all other duties assigned by SCHOOLS or COLLEGE

3. Term.

The term of this Agreement shall be indefinite, commencing on July 1, 1980 and continuing thereafter until terminated by action of either party as provided herein.

4. Staff.

The status or rights and obligations of employees of either SCHOOLS or COLLEGE SHALL
not be affected in any way by assignment to data processing work under this Agreement. This Agreement is not intended to create an entity separate from the parties hereto. All employees of the parties having access to the equipment shall be bonded in amounts to be determined by the employer. Each employer shall pay the bond premiums for its respective employees.

5. Rights to Use of Equipment.
SCHOOLS and COLLEGE shall have equal rights to the use of all data processing equipment to be purchased or leased jointly pursuant to this Agreement. Use by other public agencies shall be strictly subordinate to use by SCHOOLS or DISTRICT. Each party may use data processing equipment owned by the other, when available, but the owner thereof shall have priority for use.

6. Purchases and Leases, Expenses.
SCHOOLS and COLLEGE shall share as agreed to in appendix A in the costs of purchasing or leasing equipment, purchasing supplies and in all expenses incurred in connection with this Agreement, except that salaries and fringe benefits of employees of SCHOOLS or COLLEGE shall be paid by the respective employer. Purchases may be made jointly or by either party as described in Appendix A.

7. Sales, Revenue.
SCHOOLS and COLLEGE shall share equally in the proceeds of all sales and in all revenue generated by use of the equipment or services or both.

8. Accounting.
SCHOOLS and COLLEGE shall each be strictly accountable to the other for all receipts and disbursements made hereunder.
for convenience, all records and books of account shall be kept and maintained by the business office of SANTA BARBARA SCHOOL DISTRICT which shall render a quarterly report on all receipts and disbursements to the governing boards of the parties, in accordance with generally accepted accounting procedures for public educational entities. The accounting costs shall be borne equally by the parties and SCHOOLS shall bill COLLEGE for its one-half share of such costs not less often than semi-annually.

9. Location of Equipment.

The initial location of the jointly owned data processing equipment shall be at SCHOOLS' Administrative Center, 720 Santa Barbara Street, Santa Barbara, California, but such equipment and/or any other or different equipment may be located at such other locations as are mutually agreed on by SCHOOLS and COLLEGE.

10. Termination.

This Agreement may be terminated by either party upon twelve (12) months notice in writing to the other party. All jointly purchased and owned equipment and supplies shall be promptly disposed of as follows:

First, each party shall have the right to purchase the interest of the other party in any particular equipment or supplies by paying to the other party one-half of the fair market value of such equipment or supplies. Such right shall be exercised by the party desiring to purchase such equipment or supplies giving notice to the other party of the desire to purchase the other party's interest in specified equipment or supplies. If the parties are unable to agree on the fair market value of any such equipment, it shall be appraised by a qualified person or qualified persons acceptable to the parties.
In the event both parties desire any particular equipment or items of supplies, then the party offering to pay the other the highest price for the other’s interest shall prevail.

After all obligations incurred hereunder have been paid, and all equipment and supplies disposed of, the remaining balance, if any shall be distributed equally between the parties.

11. Prior Agreement.

That certain Agreement between SCHOOLS (referred to therein as "DISTRICT") and COLLEGE (referred to therein as "COLLEGE DISTRICT") dated April 16, 1974 for SCHOOLS and April 11, 1974 for COLLEGE is hereby rescinded.

12. Assignment, etc.

Neither party hereto may assign this Agreement; or its responsibilities hereunder, in whole or in part, without the prior express written consent of the other party.


Notices to be given by one party to the other party hereunder shall be in writing, personally delivered or deposited in the U. S. Mail, postage prepaid, and addressed as follows:

DISTRICT:
SANTA BARBARA SCHOOL DISTRICT
720 Santa Barbara Street
Santa Barbara, CA 93101
ATTENTION: Ms. Mary Gleason

COLLEGE:
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
721 Cliff Drive
Santa Barbara, CA 93109
ATTENTION: Burton P. Miller

or to such other location or locations as either party shall designate by notice to the other party.

The parties hereto shall have all powers provided under Government Code Sections 6500 to 6515 inclusive, which are not in conflict with this Agreement. All mandatory provisions of Government Code Section 6510 to 6515 inclusive are expressly incorporated herein, made a part hereof by this reference and shall be binding upon the parties hereto.

15. Binding on Successors.

This Agreement and its provisions shall enure to the benefit of, and be binding upon all assigns and successors in interest of the parties.

"SCHOOLS"
SANTA BARBARA HIGH SCHOOL DISTRICT

Dated: __________________________

By ____________________________ Superintendent

Dated: 5/23/80

By ____________________________ President, Board of Education

"COLLEGE"
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Dated: __________________________

By ____________________________ Superintendent

Dated: __________________________

By ____________________________ President, Board of Trustees
APPENDIX "A":

SCHOOLS and COLLEGE shall share in the costs of purchasing or leasing equipment, purchasing supplies, and other expenses, except salaries and fringe benefits, as provided in this Appendix.

Initially, costs of purchase or lease of equipment and software to be used by both districts shall be shared equally by the two districts until a pro-rata formula is agreed upon for charging back costs according to relative usage. The cost of equipment or software which may be acquired solely for the exclusive use of one of the districts will be borne by that district, except that the cost of communication equipment and software needed to provide COLLEGE with data communication service shall be shared equally.

The cost of general purpose supplies shall be shared equally. Those supplies which are special to the needs of one of the districts shall be purchased on that district's purchase order and paid for by that district. Any other costs such as travel, consultants, etc., shall be shared equally.