JOINT POWERS AGREEMENT

This AGREEMENT is entered into among the Community College Districts designated below, effective at the time hereinafter set forth.

RECITALS

The purpose of this Agreement is the pooling of the resources of the Community College Districts which are parties to this Agreement in order to aid the passage of legislation which would favorably affect the financial situation of Low Revenue Base Colleges and to oppose the passage of legislation which would have an adverse effect thereon. Legislation in this Section is defined to mean actions of the Legislature, the California Postsecondary Education Commission, the Board of Governors, and the Chancellor of the California Community Colleges. A primary emphasis is to provide equalized educational opportunities for the students of the community colleges of California. The question of whether legislation under consideration would favorably or adversely affect the financial situation of Low Revenue Base Colleges shall be determined by the Executive Committee hereinafter provided for.

The authority for entering into this Agreement is the Joint Exercise of Powers Act (Sections 6500 et seq. of the California Government Code) and Section 23060 of said Government Code.

The Governing Boards of the Community College Districts which are parties to this Agreement hereby authorize the executive committee hereinafter provided to select and appoint an advocate/s who is/are specially trained, experienced, and competent to perform the special services which will be required to further the purpose and objectives of this Joint Powers Agreement as set forth above. Said Boards further find that such specialized services are not available from public officials or other public sources.

It is a specific purpose of this Agreement to provide effective means of retaining the special services of said advocate/s to assist the Participating Colleges before the State Legislature and other appropriate State agencies identified herein with respect to such school financing legislation.
NOW, THEREFORE, the parties to this Agreement mutually agree as follows:

SECTION 1. PARTIES AND AMOUNTS TO BE PAID. Those Community College Districts which execute this Agreement shall be parties to this Agreement (referred to herein as 'Participating Districts') and hereby continue in effect and shall be members of the Association known as Association of Low Revenue Base Colleges. The amounts to be paid for the accomplishment of the purposes of said Association by such Participating Districts for the first period of the Agreement, respectively, are as follows:

<table>
<thead>
<tr>
<th>District</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1,500 a.d.a.</td>
<td>$1,000</td>
</tr>
<tr>
<td>1501 - 10,000 a.d.a.</td>
<td>1,500</td>
</tr>
<tr>
<td>over 10,000 a.d.a.</td>
<td>2,000</td>
</tr>
</tbody>
</table>

The term 'a.d.a.' refers to the total resident and non-resident average daily attendance of the particular district for the previous school year. During subsequent years of this Agreement, the amounts paid shall be established by the Executive Committee and shall be approved by the member Districts through the renewal process as listed in Section 2.

SECTION 2. TERM OF AGREEMENT. This Agreement shall be effective as of January 1, 1982 by way of ratification and shall continue in effect through September 30, 1982. The term of agreement for ensuing years will be from August 1 through September 30. In subsequent years, this Agreement shall continue unless terminated by 30 days notice prior to September 30. Participating Districts shall renew their membership by forwarding their annual dues as outlined in Section 1 by September 30. The Executive Committee shall notify member Districts by July 31 of each year of the annual amount to be paid.

SECTION 3. ADMINISTRATION OF AGREEMENT. The Antelope Valley Community College District is hereby designated as the District to administer the provisions of this Agreement, and its powers in doing so shall be subject to the restrictions upon the manner of exercising any such power applicable to the Antelope Valley Community College District.

SECTION 4. PAYMENTS. Within thirty (30) days after the effective date of this Agreement or after execution of this Agreement by the particular district, whichever occurs later, a district executing this Agreement shall deliver its warrant to the Antelope Valley Community College District at 3041 West Avenue K, Lancaster, California 93534. The Antelope Valley Community College District shall deposit such warrant in a special account of the Auxiliary Fund.
of said District. Disbursements from said account shall be made in the same manner as are disbursements from other similar accounts of the Antelope Valley Community College District, but only in aid of the purpose of, and subject to the provisions of, this Agreement.

SECTION 5. EMPLOYMENT OF SPECIAL SERVICES. The Antelope Valley Community College District agrees to take all steps necessary to enter into contracts with the appointed advocate/s for accomplishment of the purposes of this Agreement, copies of which proposed form of agreement are available to each Participating District upon written request.

SECTION 6. EXECUTIVE COMMITTEE. To aid in the administration of this Agreement, an Executive Committee comprised of five (5) members shall be formed. The members of the Executive Committee shall be the Superintendents or their designees of five (5) Participating Districts elected by a majority of representatives of the Participating Districts. Representatives of the Participating Districts shall be the District Superintendent or Chancellor or their designee.

The Executive Committee is hereby authorized to act in behalf of the Participating Districts in the furtherance of the purposes of this Agreement, and to authorize the Antelope Valley Community College District, on behalf of the Participating Districts, to execute any lawful Agreement or amend any existing lawful Agreement, in furtherance of the objectives of this Joint Powers Agreement, provided that the amounts to be paid under such Agreements or amendments to Agreements shall not exceed the amounts of money made available to the association by the Participating Districts.

SECTION 7. ADMINISTRATIVE COSTS. The costs incurred by the Antelope Valley Community College District in administering this Agreement, as approved by the Executive Committee and to the extent funds are available in said special account, shall be subject to withdrawal by the Antelope Valley Community College District from said special account and to transfer to the General Fund of the Antelope Valley Community College District. Costs incurred by other Participating Districts shall be at their expense and shall not be chargeable against said special account except as approved in advance by the executive committee.
SECTION 8. ACCOUNTABILITY FOR FUNDS AND INDEPENDENT AUDIT. The Antelope Valley Community College District shall be strictly accountable for all funds received by it pursuant to this Agreement and shall, within a reasonable time after September 30, each year make a report to all Participating Districts of all receipts and disbursements thereof.

The Antelope Valley Community College District shall cause an audit to be made with respect to all such receipts and disbursements by a Certified Public Accountant or Public Accountant and a report of such audit shall be filed as a public record with each of the Participating Districts. Such report shall be filed no later than twelve (12) months of the end of the fiscal year under examination. All costs of such audit shall be borne by the Antelope Valley Community College District and shall be a charge against unencumbered funds in said special account.

Section 9. RETURN OF SURPLUS MONIES. Upon completion of the purposes of this Agreement any surplus money on hand in said special account shall be returned to the Participating Districts in proportion to their respective contributions in the last full year of operation to said special account.

Any district may, in lieu of receiving its proportionate share of contributions to the special account, elect to receive credit in that amount under a renewal of this Joint Powers Agreement, should this Agreement be renewed.

SECTION 10. SEVERABILITY. Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

SECTION 11. EXECUTION. Any public community college district of the State of California may become a 'Participating District' with respect to this Agreement by submitting a letter to the Superintendent of Antelope Valley Community College District at 3041 West Avenue K, Lancaster, California 93534, stating that the District authorizes the association known as Association of Low Revenue Base Colleges to consider that District a Participating District. Any such District shall thereupon become obligated to pay to the association the appropriate amount as determined in accordance with Section 1 of this Agreement.
IN WITNESS WHEREOF, the Rio Hondo Community College District and the Antelope Valley Community College District have caused this Agreement to be duly executed by an authorized representative thereof, and the other Participating Districts will be deemed to have executed this Agreement upon submittal of a duly authorized letter as set forth above.

Antelope Valley Community College District of Los Angeles County

______________________________
C. W. Stine
Superintendent

______________________________
Milo Johnann
Interim Superintendent

Date

Date