

SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 06-11

A RESOLUTION AUTHORIZING PARTICIPATION IN THE
RETIREE HEALTH BENEFIT PROGRAM JOINT POWERS AGENCY AND
APPROVING AN AGREEMENT

WHEREAS, the San Joaquin Delta Community College District ("District") provides certain retiree health benefits to retired employees;

WHEREAS, the Governmental Accounting Standards Board ("GASB") is requiring new accounting procedures for costs and liabilities associated with retiree health benefit programs;

WHEREAS, various community college districts around the State of California, in conjunction with the Community College League of California are in the process of establishing the Retiree Health Benefit Program Joint Powers Agency ("JPA") for the purpose of assisting its member community college districts in meeting the new accounting standards previously established by GASB; and

WHEREAS, the District's Board has determined to approve a joint powers agreement (the "JPA Agreement") authorizing the District's participation in the JPA.

NOW, THEREFORE, it is hereby resolved by the Governing Board of the San Joaquin Delta Community College District as follows:

SECTION 1. Approval of JPA Agreement. The District's Board approves the form of JPA Agreement by and between various community college districts of the State of California and the Community College League and authorizes the Chancellor or the Superintendent/President or their written designee to execute the JPA Agreement on behalf of the District.

SECTION 2. JPA Board Member Appointments. The District's Board hereby appoints the District's Vice President of Human Resources to be the representative of the District to serve as a member on the governing board of the JPA. The District's Board further appoints the District's Vice President of Business Services to serve on behalf of the District as the alternate member to the governing board of the JPA.

SECTION 3. Recognition of Future Approvals. The District's Board recognizes and acknowledges that prior to the investment of any District funds in any program operated by the JPA on behalf of the District, it will be necessary for the District's Board to review such investment proposal and either approve or disapprove such proposal within the sole discretion of the District's Board.

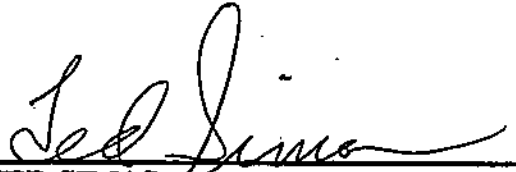
APPROVED, PASSED, AND ADOPTED this 18th day of April 2006, by the following vote:

AYES: Simas, Serna, Burke, McCreary, Rivera, Bugarin, Parises: 7/0

NOES:

ABSENT:

ABSTAIN:



TED SIMAS, President of the
Board of Trustees of the San Joaquin
Delta Community College District

ATTEST:



LEO BURKE, Clerk of the
Board of Trustees of the San Joaquin Delta
Community College District

**RETIREE HEALTH BENEFIT PROGRAM
A JOINT EXERCISE OF POWERS AGREEMENT
Among Specified California Community College Districts and
the Community College League for the
Management, Operation and Maintenance of
Retiree Programs, Investment Programs and other Programs**

THIS DOCUMENT constitutes the Retiree Health Benefit Program Joint Powers Agreement (hereinafter "Agreement"), dated January 2, 2005. Pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 of the Government Code of the State of California (commencing with Section 6500 thereof) relating to the joint exercise of common powers, this Agreement is entered into among those **community college districts** as defined in this Agreement, which are or may hereafter become parties to this Agreement and the Community College League of California, a nonprofit public benefit corporation, for the purpose of operating a joint powers agency to be known and designated as the "Retiree Health Benefit Program Joint Powers Agency," hereinafter referred to as the "Agency."

WITNESSETH

WHEREAS, the public interest requires and it is to the mutual benefit of the parties hereto to join together to establish and operate cooperative programs for the management and investments applicable to retiree health benefit plans and other programs;

WHEREAS, the operating of such cooperative programs is of such magnitude that it is necessary for the parties to this Agreement to join together to accomplish the purposes hereinafter set forth;

WHEREAS, each community college district which is a party to this Agreement has the power to establish, manage, operate and maintain programs for the management and investment of retiree health benefit plan funds and other programs; and

WHEREAS, Title I, Division 7, Chapter 5, of the California Government Code authorizes the joint exercise by two or more public agencies of any power which is common to each of them.

NOW THEREFORE, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the execution of this Agreement by other community college districts, each of the parties hereto does agree as follows:

(Throughout this Agreement, words and phrases that appear in bold type have special meanings. They are defined in Article I, below.)

I. DEFINITIONS

Unless otherwise stated herein, for purposes of this Agreement the following words shall have the meanings stated:

- A. **Agreement** means this Joint Powers Agreement executed by the parties to the Agency.
- B. **Agency** means the Retiree Health Benefit Program Joint Powers Agency.
- C. **Board** means the Board of Directors of the Agency as established by this Agreement and any applicable Bylaws.
- D. **Bylaws** means the Bylaws by which the Agency is to be governed.
- E. **Community College District/Districts** means any California community college district, or other public entity providing educational programs or services to the community, or such joint powers agencies/authorities consisting of one or more of the foregoing and serving the interests of the public entities detailed in this Agreement.
- F. **Fiscal year** means the period of time commencing on July 1 and ending the following June 30.
- G. **Fund** means a sum of money established for the purpose of carrying out this Agreement. A separate fund shall be established for each program.
- H. **Investment Program** means an investment arrangement setting forth terms, conditions, coverages, and requirements for the investment of the proceeds of any Fund consistent with the requirements of this Agreement.
- I. **Member** means a person duly elected or appointed to the Board of Directors as provided for in this Agreement.
- J. **Ongoing Fee** shall mean that ongoing payment made by each community college district which is a charter member to this Agreement or becomes a member of the Agency in the manner described herein and in the Bylaws.
- K. **Party** means a community college district which is a party to this Agreement along with the Community College League.
- L. **Program** means any investment program authorized by the Board.
- M. **Start-up Fee** means that charter membership payment as provided for herein. A charter member shall be any community college district that is an original signatory to this Agreement on its execution date of January 2, 2005. Any community college district joining the Agency subsequent to the execution of this Agreement by the original parties hereto, shall

make an initial payment as provided for herein. Such amounts shall be subject to adjustment on an annual basis by the Board.

II. PURPOSE

The purpose of this Agreement is to establish, operate, and maintain and/or fund pooling and investment programs for retiree health benefit programs operated by community college districts and other activities approved by the Board, the function of said programs being within the power common to each of the community college district parties to this Agreement.

III. ADMINISTRATION

The program shall be governed by a Board of Directors, which shall be established and shall operate as follows:

A. With the exception of the two *ex-officio* positions, eligibility for membership on the Board shall be limited to employees or officers of community college districts that are parties to this Agreement as defined.

B. Membership. The Board of Directors shall consist of various elected voting members from community college districts and two *ex-officio* voting members, as follows:

1. There shall be the same number of elected members from community college districts as there are community college districts that are parties to this Agreement.

2. There shall be two *ex-officio* members from the Community College League.

C. Members. Each party to the Agreement, with the exception of the Community College League, shall appoint through its governing board, a member who shall serve on a continuous basis as a member of the Board. Board members shall begin their term of office immediately upon their appointment by the respective community college district governing board.

D. Alternates. Each community college district, through its governing board, shall also appoint an alternate member. Such alternate members shall serve at the pleasure of the Board.

E. Term of Office. The terms of office for each member appointed by the various governing boards of the community college districts shall be indefinite until terminated and such member replaced by action of the respective governing board. The terms of office for the members from the Community College League shall run concurrent with the Office of the League's Chief Executive Officer and Director of Special Services respectfully.

F. Vacancies of the Board. In the event that a member representing a community college district is unable to continue to serve as a member, the respective governing board shall

appoint a replacement. In the event that a member gives notice of withdrawal, pursuant to Article VII of this Agreement, such member shall be deemed to have resigned from the Board as of the date of the notice, and shall likewise be replaced by action of the respective governing board.

G. The Agency shall comply with the Ralph M. Brown Act (Government Code § 54950 *et seq.*) to the extent required by law.

H. Quorum. Except as otherwise required by the Agreement, a quorum of the Board shall consist of a majority of the voting members of the Board or when applicable (*e.g.*, due to Board member(s) absence from a meeting), Board alternates.

I. Attendance at Meetings. All members or their alternates shall attend all meetings of the Board. If a member or alternate fails to attend two consecutive meetings, the Board may declare a vacancy in that office and in such case, the respective governing board of the community college district shall appoint a replacement member.

J. Voting. Each member or, when applicable, alternate, shall have one vote, which may be cast on any issue before the Board. Except as otherwise permitted by Sections 54950, *et seq.* of the California Government Code, no proxy or absentee votes shall be permitted. Except as otherwise provided herein, a vote of a majority of the primary or alternate Board members in attendance shall be sufficient to constitute action, provided a quorum is established.

K. Board Officers. The officers of the Board shall consist of a chairperson, vice chairperson, secretary and treasurer. The chairperson and vice-chairperson shall be elected by the Board from among themselves on a single vote per member basis. The secretary and treasurer shall be the then current chief executive officer and director of special services of the Community College League. The term of office for the chairperson and vice-chairperson officers shall be two (2) years.

L. Notice of Meetings. Except for special meetings, notices of meetings shall be sent by mail to each member and alternate no less than thirty (30) days before regularly scheduled meetings.

M. Conduct of Meetings. Unless otherwise determined by the Board, meetings shall be conducted pursuant to the most current edition of "Robert's Rules of Order."

N. Minutes. The secretary shall cause to be kept minutes of all open-session meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be provided to each member and alternate.

O. Expense Reimbursement. Members or alternates may receive reimbursement for travel and *per diem* expenses incurred in accordance with policy established by the Board. Members or alternates shall not receive any other form of reimbursement.

P. **Indemnification.** Board members and their alternates are indemnified, by the Agreement, and the Agency does hereby agree to indemnify and hold them, and each of them, severally and jointly, harmless against and free from all claims, expenses, demands, penalties, fines, forfeitures, judgments, settlements, attorney fees, and any other amount whatsoever actually and reasonably incurred or threatened by reason of, or as a result of, their official participation and actions in pursuance of the execution and administration of the Agreement and the operation of the Agency created thereunder, including but not limited to amounts arising out of or by any judicial or quasi-judicial action or proceeding, whether civil, criminal, administrative or investigative, on condition that it appear to the satisfaction of the Board that the indemnitee acted in good faith and in a manner reasonably believed by him or her to be in the best interest of the Agency, or that such a person had no reasonable cause to believe that his or her conduct under the circumstances was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or plea of *nolo contendere* or its equivalent shall not for purposes of the Agreement of itself create any presumption that the indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Agency, nor any presumption that such a person had reasonable cause to believe that his or her conduct under the circumstances was unlawful. This provision of indemnity shall not be construed to obligate the Agency to pay any liability, including but not limited to, punitive damages, which by law would be contrary to public policy or itself unlawful. The Board, at its discretion, may self-fund or provide for errors and omissions insurance policy coverage for the directors and officers and employees of the Agency, at the expense of the Agency.

Q. **Meetings.** The Board may conduct regular, adjourned regular, special, and adjourned special meetings, provided, however, that it will hold at least two regular meetings each year. The date, time and place for the regular meetings shall be fixed by the Board. Such meetings shall be publicly noticed prior to the meeting by the Board. A calendar shall be distributed to all primary and alternate Board members, and to any person who has filed a written request seeking notice of Board meetings, and shall provide notice solely of regular (*i.e.* not special or adjourned regular or special) meetings. The Board may hold additional meetings as determined by the Board and consistent with the Brown Act. Except as otherwise provided or permitted by law, all meetings of the Board shall be open and public. The Board shall cause to be kept minutes of its meetings, and shall promptly transmit to the primary members of the Board and their alternates, true and correct copies of the minutes of such meetings.

R. The Office of the Community College League of California, 2017 O Street, Sacramento, CA 95814, is hereby designated as the principal office of the Board and shall be the location at which the Board receives notices, correspondence, and other communications. The Director of Special Services of the Community College League is hereby designated as the recipient for the purpose of receiving service on behalf of the Board. The Board shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State and with the State Controller.

S. The Board may establish rules governing its own conduct and procedure, and have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, and this Agreement.

T. Consistent with Government Code Section 6509, the Agency may designate a contracting party whose restrictions upon the manner of exercising power shall also apply to the Agency.

U. Administration. The Board shall, either directly or by contract, perform the following services:

1. Provide for the investment of retiree health benefit funds, on a pooled basis in accordance with this Agreement and such policies and procedures as are adopted by the Board along with policies, procedures and programs to assist community college districts in complying with Government Accounting Standards Board ("GASB") standards.
2. Establish a yearly contribution amount for each party by which such party shall fund its portion of any retiree health benefit program. Pursuant to the payment of the required contribution by each party to the Agency, the Agency shall issue to each party an accounting indicating the nature and manner of the investment of such contribution.
3. Provide for actuarial valuation services for each Investment Program and party.
4. Provide a strict accountability of all funds for each program, provide a report of all receipts and disbursements and provide an annual accounting.
5. Provide, when necessary, for legal representation of the Agency.
6. Prepare and enter into investment services contracts and investment agreements.
7. Provide for and retain the services of one or more trustees for purposes of the investment of Agency revenues.
8. Prepare all notices and reports and otherwise prepare all matters necessary to comply with the provisions of state law and other legal directives.
9. If deemed necessary by the Board, prepare a Policy and Procedures Operating Manual to be followed by each of the parties hereto.
10. Except as otherwise provided in this Agreement, the Board shall have the authority to make and enter into contracts, employ agents and employees, acquire, hold and dispose of real and personal property, incur all debts, liabilities or obligations as is necessary to administer and carry out the purposes of the Agency, file suit, and enter into such settlements as may be beneficial to the program, as determined by the Board.
11. Appoint a trustee or trustees to be the depository and have custody of all the money of the program or programs. Such custodian shall perform those functions as required by said Code and other applicable law.

12. Provide for the annual review of the investment policies of the Agency and report to the members on any changes to such policies.

13. Establish bank accounts and/or trust funds as appropriate.

14. Provide additional procedures for election of the Board of Directors.

15. Provide for other services as necessary.

16. Provide for and retain the services of an auditing firm to audit the funds and activities of the Agency. Any audit conducted on behalf of the Agency shall be scheduled to coincide with the year-end audits of the community college districts that are parties to this Agreement.

V. Executive Committee. A five member Executive Committee shall consist of the Chairperson, the Vice Chairperson, and the Treasurer of the Board along with two additional Board members appointed by the Chairperson, Vice Chairperson and Treasurer. Chairs of the Finance or other Committees may serve as alternates to members of the Executive Committee as needed to provide a quorum for Executive Committee meetings. The Board may delegate such authority to the Executive Committee as is not inconsistent with the Agreement and the laws of the State of California.

W. Additional Committees. In addition to the Executive Committee, the Board may establish such subcommittees as are necessary to carry out the purposes and intent of this Agreement. Such committees may include, but are not limited to:

1. A Finance Committee.
2. A Budget Committee.
3. An Investment Committee.
4. Such other committees as are deemed appropriate by the Board.

X. Consultants. The Board may retain such consultants as are necessary to carry out the purposes and intent of this Agreement. Such consultants' areas of specialization may include, but are not limited to:

1. Investment Advisory Services.
2. Actuarial Services.
3. Trustee Services.
4. Legal Services.
5. Accounting Services.

6. Auditing Services.
7. Such other consultant services as are deemed appropriate by the Board.

IV. BYLAWS

The program shall be governed by this Agreement and any Bylaws which are approved by the Board and which are incorporated herein by reference. The parties to this Agreement are bound by the provisions of the Bylaws. In the event there is a conflict in the provisions of this Agreement and the Bylaws, this Agreement shall prevail over the Bylaws.

V. TERM OF AGREEMENT

This Agreement shall continue in effect unless and until it is terminated as provided for in Article IX of this Agreement.

VI. MEMBERSHIP, START-UP FEE AND ONGOING FEE

A. **Eligibility.** Community college districts within California may become parties to this Agreement upon application to and approval by the Board. Parties may participate in any one or more programs operated by the Agency.

B. **Successors.** Should a party to this Agreement reorganize in accordance with State law, the successor or successors in interest to such party may be substituted as a party or parties to this Agreement, and such substitution shall become effective upon the filing with the Board of an assignment by such party to its successor or successors in interest of all of said party's rights and obligations hereunder, provided such assignment is fully executed by the party to this Agreement and its successors.

C. **Start-Up Fee.** Any community college district that is an original signatory to this Agreement shall pay a Start-Up Fee in the amount of \$2,500 for purposes of providing revenue for the operation of the Agency. Any non-charter member shall pay a Start-Up Fee in the amount of \$3,500. Such amount shall be subject to adjustment on an annual basis by the Board.

D. **Ongoing Fee.** The Agency will incur ongoing costs associated with the management and operation of the Agency. Such ongoing costs include legal services, investment advisory services, account management services, actuarial valuation services, general overhead and other costs. All community college district members of the Agency shall pay an Ongoing Fee which shall include a base amount for each member along with an investment fee calculated in the manner provided for in the Bylaws. The Ongoing Fee shall be payable on an annual basis as specified in the Bylaws. Such Fee shall be subject to annual adjustment by the Board to reflect revenue needs for the ongoing management of the Agency.

VII. VOLUNTARY TERMINATION

A party to this Agreement may cease to be a party hereto or may discontinue participation in any program, and may withdraw as a party to this Agreement or from any program, in the manner hereinafter provided:

A. **Three (3) Fiscal Years' Participation.** No party to this Agreement may withdraw from a program until it has been a party to such program for at least three (3) consecutive, full fiscal years.

B. **Any funds maintained in investment accounts on behalf of any party seeking to withdraw from a program may only be reinvested in a trust that is intended to provide a replacement retiree benefit program on behalf of the withdrawing party or to pay for current expenses or operating costs of a retiree benefit program on behalf of the withdrawing party.**

C. **A party seeking to withdraw shall serve its notice of withdrawal upon the Board in the manner provided in this Agreement (at Article XIV hereof, *infra*) for the giving of notice. As long as the notice of withdrawal is received in the Agency office by the close of business on December 31, the notice shall be effective on the last day of the program's fiscal year during which the notice of withdrawal was given. If the notice of withdrawal is received in the Agency office after the close of business on December 31, the effective date of such withdrawal shall be on the last day of the program's fiscal year following the fiscal year in which the notice was given. Pending the effective date of such withdrawal, any such party shall remain subject to the Ongoing Fee.**

D. **Notice of Withdrawal.** A party that is going to withdraw shall cause to be sent to the Board a true copy of the resolution of its governing body stating that it is going to withdraw.

E. **Resolution of Withdrawal.** To effect withdrawal from this Agreement, or from any program in which a party is participating, such party, by its governing body, shall adopt a resolution stating that it is going to withdraw from the Agreement or from any program, effective July 1 of that year or the following year.

F. **Continuing Obligations of a Withdrawing Party.** A party withdrawing from a program may be entitled to a share of any equity distributions, if any, or be liable for its share of any assessments, if any, declared by the Board. In no event will any equity distribution be made to a withdrawing party until after five (5) years have elapsed from the date the party withdrew from the program. In addition, the withdrawal of a party from a program shall not relieve such party of any obligations that such party otherwise has in connection with claims which arose while said withdrawn party was a participant in such program.

VIII. INVOLUNTARY TERMINATION OF MEMBERSHIP IN THE PROGRAM

A. A party may be involuntarily terminated from the program for failure to pay fees to Agency when due; failure to comply with the provisions of the Agreement, or Bylaws; or for other good cause as determined by the Board. In the event of such termination, the terminated party's equity or deficit position while a participant in any program will continue to be reflected in the records and reports required under this Agreement.

IX. TERMINATION OF AGREEMENT

The governing bodies of the parties may determine that the public interest will not be served by the continuance of this Agreement. In such event, by a two-thirds (2/3) vote of the total number of parties voting in favor of termination, this Agreement shall be terminated effective at the end of the Fiscal Year specified by such parties at the time of voting. The Board shall provide for the continued administration of the Agency business during the period of up to ten (10) years as referred to in Article X, *infra*.

X. DISTRIBUTION OF PROGRAM PROCEEDS UPON TERMINATION OF THIS AGREEMENT

A. Program Proceeds and Reserve Accounts. Upon any termination of this Agreement, the Board shall provide or cause to be provided, program reserve accounts for a period of up to ten (10) years for the purpose of paying all legal obligations hereunder, and such obligations shall include but not be limited to, all payments required to be established for the purpose of paying claims, and any other legal obligations incurred by the Board pursuant to this Agreement. At the end of such period of up to ten (10) years, the Board or its designee shall make no more payments in connection with retirement plans which arose while the Agreement was in effect and any such liability shall revert to the responsible parties to this Agreement. In lieu of liabilities reverting to the individual parties, the Board may, at its discretion, arrange for the transfer of such liabilities through the purchase of commercial insurance.

B. Distribution of Assets. Upon termination of this Agreement, all assets remaining after the establishment of the reserve accounts shall be distributed to the then current parties to this Agreement in proportion to each party's cumulative investments relative to the cumulative investments of all parties.

XI. LIABILITIES

A. Indemnification and Hold Harmless. Each party to this Agreement shall be liable for its *pro rata* share of all of the debts and liabilities of the parties hereto for claims. A party's *pro rata* share shall be determined by such party's cumulative contributions and assessments relative to the cumulative contributions and assessments of all parties to this Agreement. To achieve such purpose, each party hereby indemnifies and holds harmless the other parties for any loss, cost, or expense that may be imposed upon such other party in excess

of such *pro rata* liability. The rules for interpreting indemnity agreements as set out in Civil Code Section 2778 are hereby expressly made a part of this Agreement.

B. **Other Debts, Liabilities and Obligations.** Except as otherwise provided in paragraph A of this Section, the debts, liabilities and obligations incurred in the administration of this Agreement shall not constitute any debt, liability or obligation of any of the individual parties to this Agreement, and the Board as administrator of this Agreement may insure all or any part of any liability incurred by it hereunder. The cost of such insurance shall be an administrative expense of the Board and it shall be expended from the appropriate funds in the same manner as other administrative expenses.

XII. AMENDMENTS TO THIS AGREEMENT

A. **Proposed Amendments.** Any party to this Agreement may at any time propose amendments to this Agreement. Any proposed amendment shall first be submitted to the Board for study and recommendation. The Board shall have a reasonable time within which to make such study and to submit its recommendations to the parties. Recommendation for adoption of an amendment shall occur at a meeting wherein two-thirds (2/3) of the members are present and at least three-fourths (3/4) of such members vote for adoption. If the proposed amendment does not receive approval by vote of the Board, no further action shall be required. A copy of the proposed amendment, together with the Board's report and recommendation, shall be sent to all parties for action by their governing bodies either approving or rejecting the amendment.

B. Any amendment to this Agreement shall require that once a majority of the parties to the Agreement have voted on a proposed amendment properly approved by the Board, approval by two-thirds (2/3) of the voting parties shall be sufficient to enact the proposal. As to amendments to this Agreement, a party may cast an individual vote or a joint powers agency whose members are parties to this Agreement may cast the votes on behalf of all of its members, so long as the joint powers agency and its members have expressly so agreed, in writing.

C. **Action on a Proposed Amendment.** When the Board submits to the parties a proposed amendment for action, the Board shall specify thereon the deadline for action by the party or parties. Within the deadline specified, each party shall consider the proposed amendment and take action, either approving or rejecting it, and a copy of such action shall be filed with the Board. Responses must be post-marked on or before the deadline, in order to be counted. In the event fifty per cent (50%) of the parties have not responded by the deadline, the Board may, at its discretion, extend the deadline.

D. **Effective Date of Amendment.** Unless otherwise stated in the amendment, the effective date of any amendment shall be on July 1 following its adoption.

XIII. TORT LIABILITY

Section 895.2 of the Government Code imposes certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code. Therefore, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, each assumes the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the Government Code. To achieve this purpose, each party hereby agrees to indemnify and hold harmless the other parties for any loss, cost or expense that may be imposed upon such other parties solely by virtue of Section 895.2 of the Government Code.

XIV. NOTICE AND SERVICE THEREOF

Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the party giving, and duly authorized to give, such notice. Notices to the Agency shall be delivered to the Agency's principal place of business, which is Community College League of California, 2017 O Street, Sacramento, CA 95814, Attn: Director of Special Services. Any notice to a community college district shall be delivered to the Office of the Superintendent/President of the community college district to the attention of the Superintendent/President.

XV. SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be determined 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 remaining portions, terms, conditions, and provisions shall not be affected thereby.

XVI. MISCELLANEOUS

A. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer.

B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

XVII. EFFECTIVE DATE

This Agreement will become effective immediately upon its approval and execution by all parties designated in a written memorandum of initial parties (the "Initial Parties

Memorandum") maintained at the Office of the Community College League of California. All such parties may execute this Agreement in counterparts.

IN WITNESS WHEREOF, each of the parties hereto has caused this **JOINT POWERS AGREEMENT** to be executed as an original counterpart by its duly authorized representative on the date indicated below.

Date: May 9, 2006

Name of Community College District : San Joaquin Delta College

Address: 5151 Pacific Avenue

City, State: Stockton, CA Zip Code: 95207

Telephone Number: 209-954-5018 Facsimile Number: 209-954-5644

By: 
DR. RAUL RODRIGUEZ, Superintendent/President