

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
PUBLIC AGENCIES SPECIFIED IN THIS DOCUMENT
CREATING AN AUTHORITY TO BE KNOWN
AS THE SOUTHERN CALIFORNIA CONSORTIUM FOR
COMMUNITY COLLEGE TELEVISION

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), the effective date of which is April 14, 2009, is entered into by the public agencies specified in Attachment “A” to this Agreement. These public agencies are sometimes individually referred to herein as “Party” and collectively as “Parties.” Additionally, and solely for identification purposes, the public agencies specified in this Agreement are sometimes referred to as “Partner Districts” although those public agencies acknowledge and agree that their respective rights, powers, and obligations are based exclusively upon the provisions of this Agreement and not upon any state statutory provisions that govern the formation or operation of partnerships, whether general, limited, or otherwise.

SECTION 1. PURPOSE

This Agreement is made under the provisions of the California Education Code (Section 70902) and the Joint Exercise of Powers Act, Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code (the “Act”). Each of the Partner Districts possesses the powers referred to in Section 70902 of the California Education Code. In authorizing the joint exercise of such powers, this Agreement provides for the Partner Districts to join together to develop and to provide quality instructional materials in an economical manner, so that educational services and programs may be provided to each Partner District at a lower cost than if those services and programs were provided separately.

SECTION 2. CONSORTIUM

A. Creation of the Consortium

Pursuant to the Act, there was created in 1980 and continues to exist a public entity, separate and apart from the Parties hereto, known as the “Southern California Consortium for Community College Television,” hereinafter referred to as the “Consortium.” The Consortium is a public entity that is separate and apart from the community college districts that are Parties to this Consortium. The debts, liabilities, and obligations of the Consortium shall not constitute the debts, liabilities, or obligations of any Party. The Consortium cannot require any Party to contribute money or services to the Consortium without the consent of the respective legislative body of that Party. The Consortium will defend, indemnify, and hold harmless each Party for liabilities arising as a result of this Agreement.

B. Consortium Council

The Consortium will be governed by a Consortium Council. In accordance with the Bylaws, each Partner District will appoint one representative to the Consortium Council, which representative will be the chief executive officer of the Partner District, or the person appointed by the chief executive officer of the Partner District. The representative, whether the chief executive officer or that officer's appointee, shall designate an alternate to act in the absence of that representative. The Consortium Council is the final decision-making body on all matters relating to the Consortium, except those matters that may be assigned to the Executive Committee.

C. Functions of the Consortium Council

The functions of the Consortium Council include the following:

- (1) Provide a convenient means for participation by Partner Districts in the activities of the Consortium.
- (2) Establish policies governing the organization and operation of the Executive Committee.
- (3) Serve as a communication channel for all Partner Districts.
- (4) Elect the members of the Executive Committee.
- (5) Consider and act upon recommendations of the Executive Committee.
- (6) Adopt and amend a set of Bylaws governing the affairs of the Consortium consistent with this Agreement.

SECTION 3. EXECUTIVE COMMITTEE

- A. An Executive Committee shall be formed to assist the Consortium Council in the administration of this Agreement. In accordance with the Bylaws and policies developed by the Consortium Council, the Executive Committee is responsible for the development and implementation of administrative policies and procedures to ensure the efficient operation of the Consortium.
- B. The Bylaws of the Consortium shall specify, without limitation, the following matters that relate to the organization, governance, and responsibilities of the Executive Committee: the number of members; the terms of office; the method of election; the replacement of members; quorum and voting requirements; notice of meetings; compliance with the Ralph M. Brown Act; election of officers; appointment of committees; adoption and implementation of operating procedures; and prohibitions on the payment of compensation.

- C. The Executive Committee may delegate to one or more agents any of its obligations specified in this Agreement or in the Bylaws, but no such delegation shall relieve the Executive Committee of any of its responsibilities.

SECTION 4. DESIGNATED AGENCY

- A. Pursuant to Government Code Sections 6500, et seq., a non-profit public benefit corporation known as INTELECOM Intelligent Telecommunications, organized under the laws of the State of California, shall act as the designated agency of this Consortium. The Executive Committee of the Consortium shall serve as the Board of Directors of INTELECOM Intelligent Telecommunications. INTELECOM Intelligent Telecommunications (“INTELECOM”) shall be and remain qualified as a tax-exempt non-profit public benefit corporation under the laws of the United States and the State of California.
- B. INTELECOM shall be the designated agency of the Consortium under terms and conditions that are consistent with this Agreement and that are acceptable to both INTELECOM and the Consortium, acting through its Executive Committee.
- C. Upon direction of the Executive Committee, the designated agency may:
 - (1) Contract for the Consortium, on behalf of the Partner Districts, to employ or retain the services of other organizations and individuals as may be necessary or appropriate and to fix and pay their compensation.
 - (2) Receive, accept, expend, or disburse funds of the Consortium, by contract or otherwise, for purposes consistent with the provisions of this Agreement.
 - (3) Have the duty to maintain at all times strict accountability of all funds received and disbursed and to deliver an accounting to the Executive Committee after the close of each fiscal year. In accounting for such funds, the Executive Committee shall, with respect to all receipts and disbursements, cause an audit to be made by a Certified Public Accountant or Public Accountant. A report of that audit shall be filed as a public record with each of the Partner Districts no later than twelve (12) months after the end of the fiscal year under examination. Costs incurred by Partner Districts shall be at their expense and shall not be chargeable against the Consortium.
 - (4) Perform such other duties consistent with this Agreement as may be assigned by the Executive Committee.

SECTION 5. POWERS AND AUTHORITY OF THE CONSORTIUM

- A. Acting by and through its Consortium Council, its Executive Committee, and its designated agency referenced above in Section 4, the Consortium shall have the authority to exercise any powers common to the Partner Districts that are Parties

to this Agreement, provided that the same are in furtherance of the functions and objectives set forth in this Agreement.

- B. In exercising the general powers referred to above, the Consortium shall have the specific power and authority to do the following:
- (1) To acquire, hold, and dispose of property, real and personal, including but not limited to the acquisition of necessary facilities and equipment.
 - (2) To select, employ, and dismiss personnel.
 - (3) To incur debts, liabilities, and obligations necessary or appropriate to accomplish the purposes of this Agreement.
 - (4) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from individuals, firms, corporations, associations, and governmental entities.
 - (5) To invest funds.
 - (6) To obtain insurance coverage.
 - (7) To sue and be sued in the name of the Consortium.
 - (8) To provide services that meet the needs of the Partner Districts including, but not limited to, the following:
 - (a) Identify needed instructional materials and coordinate needs assessments with other agencies as required.
 - (b) Provide instructional materials for use by the Partner Districts. These materials may be produced by the Consortium, either alone or in cooperation with other agencies, or may be leased, purchased, or otherwise procured from other agencies. Production of instructional materials includes instructional design and coordination of production activities to assure that quality materials are produced.
 - (c) Prepare and administer contracts as required for the procurement of production facilities and professional production personnel and talent.
 - (d) Solicit supplemental funds from agencies, firms, and individuals as required to produce the instructional materials.
 - (e) Market and distribute INTELECOM-produced instructional materials to educational and non-educational entities nationally and worldwide.

- (9) To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as those other functions are authorized by law.

SECTION 6. BYLAWS, RULES, AND REGULATIONS

The Consortium may adopt Bylaws, rules, regulations, policies, and procedures that are consistent with this Agreement and that provide for the conduct of its meetings and other business, its organization and internal management, and the exercise of its powers under this Agreement.

SECTION 7. USE OF INSTRUCTIONAL MATERIALS

- A. Partner Districts have the right to use instructional materials from INTELECOM, as offered to the Partner Districts in the form of products and services. Partner Districts are authorized to use these instructional materials in accordance with the terms and provisions outlined in the agreements, licenses, and policies that may be approved from time-to-time by the Executive Committee.
- B. Each Partner District shall make payments to INTELECOM, as the designated agency of the Consortium, based upon the actual use of the Consortium-provided instructional materials by colleges within that Partner District. Payments shall be made in accordance with then-current "Fees and Payments Schedule" approved by the Executive Committee.

SECTION 8. TERM OF THE AGREEMENT

- A. The date on which the signature of the last of the Partner Districts that have elected to become Parties to this Agreement is affixed to the execution pages of this Agreement shall be deemed to be its effective date. The Secretary of the Executive Committee shall insert that effective date in the introductory paragraph of this Agreement before filing the notice of adoption of this Agreement with the California Secretary of State.
- B. This Agreement shall continue in effect until lawfully terminated as provided herein or in the Bylaws. In the event of a reorganization of one or more of the Partner Districts participating in this Agreement, the successor-in-interest or successors-in-interest to the obligations of any such reorganized Partner District may be substituted as a Party or as Parties to this Agreement.

SECTION 9. WITHDRAWAL OR INVOLUNTARY TERMINATION

- A. Any Partner District may withdraw from this Agreement and from the Consortium by giving written notice of its intention to do so to the Executive Committee on or before March 15 of the then-current fiscal year. The withdrawal of the Partner District will be effective on July 1 of the next fiscal year. Payment for all prior course utilization by the withdrawing Partner District shall be due by that July 1 effective date.

- B. A Partner District that is not compliant with the provisions of this Agreement may, at any time, be involuntarily terminated from the Consortium upon a two-thirds (2/3) vote of all the remaining Partner Districts of the Consortium Council. Grounds for involuntary termination include but are not limited to the following:
- (1) Failure or refusal of a Partner District to abide by any provision of this Agreement or the Bylaws, or an amendment that has been adopted by the Consortium Council or by the Partner Districts of the Consortium as provided in this Agreement or in the Bylaws.
 - (2) Failure or refusal of a Partner District to pay for Consortium-provided instructional materials used by colleges within said district as specified in the then-current "Fees and Payments Schedule" approved by the Executive Committee.
- C. Following either withdrawal or involuntary termination, the terms of this Agreement will no longer have any applicability to the Partner District in question.

SECTION 10. DISPOSITION OF PROPERTY AND FUNDS

- A. Upon termination of the Consortium, or the complete rescission or other final termination of this Agreement by all Partner Districts that are then Parties to this Agreement, any property interest remaining in the Consortium following the discharge of all outstanding obligations shall be divided equally and returned to the terminating Partner Districts.
- B. Any Partner District that withdraws or is involuntarily terminated from the Consortium shall have no further property interest in the Consortium.
- C. "Obligations" as referred to above in paragraph (A) include, but are not limited to all payments required or permitted pursuant to the workers' compensation laws, together with all reserves that have been established for the purpose of paying workers' compensation claims, together with all other legal obligations incurred by the Consortium pursuant to this Agreement.

SECTION 11. TERMINATION OF AGREEMENT

- A. This Agreement may be terminated at the end of any fiscal year by the unanimous affirmative vote of all Partner Districts; provided, however, that the Consortium and this Agreement shall continue to exist for the purpose of the disposition of all claims, the distribution of assets, and the completion of all other functions necessary to wind up the affairs of the Consortium.
- B. The withdrawal or involuntary termination of some but not all of the Parties to this Agreement shall not be deemed a termination of the Consortium nor a termination of this Agreement.

SECTION 12. LIABILITY OF THE PARTIES

No Party to this Agreement, whether individually or collectively, shall have any liability for the Consortium's debts, liabilities, or obligations, including without limitation the following:

- A. Liabilities attributable to any act or omission of the Consortium, or any act or omission of the Consortium's officers, agents, employees, contractors, or subcontractors.
- B. The payment of wages, benefits, or other compensation to the Authority's officers, agents, employees, contractors, or subcontractors.
- C. The payment of workers' compensation or indemnity to officers, agents, or employees of the Consortium for any injury or illness arising out of the performance of this Agreement.

SECTION 13. AMENDMENTS TO AGREEMENT

This Agreement may be amended by a majority vote of the representatives of the Partner Districts of the Consortium who are in attendance at a duly-noticed meeting of the Consortium Council at which a quorum is present. The effective date of any such amendment shall be specified in the amendment. At least thirty (30) days notice of any proposal to amend this Agreement must be given to representatives of the Partner Districts then serving on the Consortium Council.

SECTION 14. GENERAL PROVISIONS

A. Notices.

Any notices required or authorized to be given under this Agreement must be in writing and must be delivered in person or by certified or registered mail, postage prepaid, addressed to the attention of the Secretary of the Executive Committee of the Consortium and to the chief executive officer of a Partner District at the most recent address on file with the Consortium. The Consortium or any Partner District may designate a different address by giving notice to the Consortium and to the other Partner Districts in accordance with the provisions of this paragraph.

B. Consortium Funds.

All funds received by the Consortium from activities authorized by this Agreement shall accrue to the Consortium.

C. Copyright.

All programs and materials developed and produced in the performance of this Agreement by INTELECOM, the Consortium's designated agency, including copyrights related thereto, shall be deemed to be the property of INTELECOM, effective as of the

date of their creation, subject to the reversion of all such rights to the Consortium in the event that (1) INTELECOM ceases doing business, or (2) the Consortium withdraws its designation of INTELECOM as the designated agency of the Consortium.

D. Enforcement Authority.

The Consortium is authorized to take any legal or equitable actions, including but not limited to injunctive relief and specific performance, that may be necessary to enforce this Agreement. If suit is brought upon this Agreement by the Consortium and judgment is recovered against a Partner District, the Partner District shall pay all costs incurred by the Consortium, including reasonable attorneys' fees as fixed by the court.

E. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining provisions of this Agreement will not be affected by that determination.

F. Governing Law.

This Agreement is made and will be construed and interpreted in accordance with the laws of the State of California.

G. Execution in Counterparts.

This Agreement may be executed by the Parties in one or more counterparts, all of which will collectively constitute one document and agreement.

H. Filing With Secretary of State.

The Secretary of the Executive Committee is directed to file with the office of the California Secretary of State a notice of the adoption of this Agreement within 30 days after its effective date, as required by California Government Code Section 6503.5.

TO EFFECTUATE THIS AGREEMENT, each of the Partner Districts has caused this Agreement to be executed and attested by its duly authorized officers on the date set forth below the authorized signature.

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

CITRUS COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

COMPTON COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

EL CAMINO COMMUNITY COLLEGE DISTRICT

El Camino College

El Camino College – Compton Community Educational Center

By: _____

Title: _____

Date: _____

KERN COMMUNITY COLLEGE DISTRICT

Bakersfield College
Cerro Coso College
Porterville College

By: _____

Title: _____

Date: _____

LONG BEACH COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

LOS ANGELES COMMUNITY COLLEGE DISTRICT

East Los Angeles College
Los Angeles City College
Los Angeles Harbor College
Los Angeles Mission College
Los Angeles Pierce College
Los Angeles Southwest College
Los Angeles Trade-Technical College
Los Angeles Valley College
West Los Angeles College

By: _____

Title: _____

Date: _____

PALOMAR COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

PASADENA AREA COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College
Santiago Canyon College

By: _____

Title: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Crafton Hills College
San Bernardino Valley College

By: _____

Title: _____

Date: _____

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Irvine Valley College

Saddleback College

By: _____

Title: _____

Date: _____

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Moorpark College

Oxnard College

Ventura College

By: _____

Title: _____

Date: _____

ATTACHMENT “A”

Allan Hancock Joint Community College District
Antelope Valley Community College District
Citrus Community College District
Compton Community College District
El Camino Community College District
 El Camino College
 El Camino College – Compton Community Educational Center
Kern Community College District
 Bakersfield College
 Cerro Coso College
 Porterville College
Long Beach Community College District
Los Angeles Community College District
 East Los Angeles College
 Los Angeles City College
 Los Angeles Harbor College
 Los Angeles Mission College
 Los Angeles Pierce College
 Los Angeles Southwest College
 Los Angeles Trade-Technical College
 Los Angeles Valley College
 West Los Angeles College
Palomar Community College District
Pasadena Area Community College District
Rancho Santiago Community College District
 Santa Ana College
 Santiago Canyon College
Riverside Community College District
San Bernardino Community College District
 Crafton Hills College
 San Bernardino Valley College
Santa Clarita Community College District
South Orange County Community College District
 Irvine Valley College
 Saddleback College
Ventura County Community College District
 Moorpark College
 Oxnard College
 Ventura College

**BYLAWS
OF THE
SOUTHERN CALIFORNIA CONSORTIUM
FOR COMMUNITY COLLEGE TELEVISION,
A JOINT EXERCISE OF POWERS AUTHORITY**

ARTICLE I NAME

The name of this Joint Powers Authority is the Southern California Consortium for Community College Television, which is referred to in these Bylaws as the “Consortium.”

ARTICLE II OFFICES

A. The principal office for the transaction of the business of the Consortium will be a place in the County of Los Angeles, State of California, that is fixed by resolution of the governing board of the Executive Committee. The governing board may change the principal office from one location to another.

B. The governing board of the Executive Committee may at any time establish branch or subordinate offices at any place or places where the Consortium is qualified to do business.

ARTICLE III PURPOSE

The Consortium is established to join together community college districts for the purpose of developing and providing quality instructional materials in an economical manner, so that educational services and programs may be provided to each Partner District at a lower cost than if those services and programs were provided separately. To this end, a Joint Exercise of Powers Agreement has been executed by the Partner Districts, certain provisions of which are subject to these Bylaws.

ARTICLE IV PARTNER DISTRICTS

Each California community college district that has executed the Joint Exercise of Powers Agreement and has thereby become a member of the Consortium Council is referred to in these Bylaws as a “Partner District.”

ARTICLE V CONSORTIUM COUNCIL

A. A Consortium Council is established to direct and control the Consortium. Each Partner District is entitled to appoint one official representative (herein designated as “Representative”) to the Consortium Council. The Representative must be the chief executive officer of the Partner District, or the person appointed as Representative by the chief executive officer of the Partner District, which Representative shall serve at the pleasure of the appointing Partner District. The Representative shall designate an alternate to act in the absence of the Representative. Notice of the appointment of the Representative and the alternate shall be given by letter from the Partner District to the Secretary of the Executive Committee. Only the designated Representative or alternate may represent a Partner District and be entitled to attend all meetings of the Consortium Council. The designated Representative may invite the Partner District’s staff members or consultants to attend meetings of the Consortium Council in an advisory capacity only. Additionally, each college operating within a Partner District may be represented at Consortium Council meetings by one or more non-voting representatives.

B. Each Partner District shall have one vote, which may be cast only by the designated Representative, or in the Representative’s absence, by the official alternate. Except as otherwise provided by law, or in these Bylaws, or in the Joint Powers Agreement, a vote of the majority of the Partner Districts shall be sufficient to constitute action, provided that a quorum is present.

C. Notice to a Representative shall be deemed notice to the appointing Partner District, and the Consortium will rely upon the Representative to disseminate all necessary and appropriate notices to the Partner District.

D. The Consortium Council must hold at least one regular meeting each year. The date, time, and place for regular meetings shall be fixed by the Executive Committee and be filed with each Partner District of the Consortium.

E. All meetings of the Consortium Council shall be called, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et seq. of the California Government Code).

F. Minutes shall be kept of all Consortium Council meetings and shall be promptly transmitted to the Partner Districts of the Consortium.

G. A majority of the Partner Districts, acting by and through their designated Representatives or alternates, shall constitute a quorum. Except as otherwise provided by law, the Joint Powers Agreement, or these Bylaws, the Representatives or alternates present at a duly called meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Representatives or alternates to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Representatives or alternates required to constitute a quorum.

H. At the annual meeting of the Consortium Council, or at any other duly-noticed meeting of the Consortium Council, Representatives to the Consortium Council shall elect members to fill any positions on the Executive Committee of the Consortium that become vacant by reason of the completion of an incumbent member's term. The candidates who receive the highest number of votes shall be considered elected. Newly-elected members of the Executive Committee assume office on January 1 of the next calendar year.

I. The Consortium Council shall annually review and consider for adoption any policies recommended by the Executive Committee, and shall consider and deal with any relevant business within its jurisdiction that is brought forward by a Partner District.

ARTICLE VI THE EXECUTIVE COMMITTEE

A. The Executive Committee is responsible for the development and implementation of administrative policies and procedures to ensure the efficient operation of the Consortium.

B. The Executive Committee shall consist of seven members elected to two-year staggered terms. Executive Committee members shall generally be elected from among the designated Representatives to the Consortium Council, but the Consortium Council may, in its discretion, elect Executive Committee members who are not affiliated with Partner Districts. The term of office shall be for two calendar years, January 1 to December 31, with three terms of office expiring one year and four terms of office expiring in the succeeding year.

C. If a member of the Executive Committee dies or resigns before the completion of that member's term, or if a Representative serving on the Executive Committee is replaced by that Representative's Partner District, a replacement will be appointed by a majority vote of the Executive Committee. The replacement appointee need not be from the Partner District whose Representative has died or resigned. Any resignation shall be effective upon giving written notice of resignation to the Chair or to the Secretary of the Executive Committee. No reduction of the authorized number of members of the Executive Committee shall have the effect of removing any member before that member's term of office expires.

D. Each member of the Executive Committee shall have one vote, which may be cast only by the member who attends the meeting in person or who participates in the meeting by means of teleconferencing in accordance with all applicable provisions of Section 54953 of the Ralph M. Brown Act. No proxy or absentee votes are permitted. Except as otherwise provided by law, or in these Bylaws, or in the Joint Powers Agreement, a vote of the majority of those members in attendance, whether in person or by means of teleconferencing, shall be sufficient to constitute action, provided that a quorum is present.

E. In accordance with Section 54953 of the Ralph M. Brown Act, the Executive Committee may use teleconferencing for the benefit of the public and the Executive Committee in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of the Ralph M. Brown Act and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

Teleconferencing may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the Executive Committee. All votes taken during a teleconferenced meeting shall be by rollcall. If the Executive Committee elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Executive Committee of the Consortium. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the Executive Committee shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The agenda shall provide an opportunity for members of the public to address the Executive Committee directly pursuant to Section 54954.3 of the Ralph M. Brown Act at each teleconference location. For purposes of this paragraph (E), “teleconference” means a meeting of the Executive Committee, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

F. The Executive Committee may conduct regular, adjourned regular, special and adjourned special meetings; provided, however, that it must hold at least one regular meeting each year. The date, time, and place for that regular meeting shall be fixed by resolution of the Executive Committee and shall be filed with each Partner District of the Consortium.

G. All meetings of the Executive Committee shall be called, held, and conducted in accordance with the Ralph M. Brown Act (Sections 54950 et seq. of the California Government

Code), as the same may be augmented by rules of the Executive Committee not inconsistent with that Act. Except as otherwise authorized by law, all meetings of the Executive Committee shall be open and public. Minutes shall be kept of all Executive Committee meetings and shall be promptly transmitted to the Partner Districts of the Consortium.

H. The Executive Committee shall annually elect a Chairperson and a Secretary from its membership; provided, however, that an agent may be designated by a majority vote of the Executive Committee to assume the responsibilities of Secretary. The Chairperson and the Secretary of the Executive Committee shall also serve as the Chairperson and the Secretary of the Consortium Council. If there is a vacancy in either of these two offices, the Consortium Council may appoint from its Representatives a person to fill that vacancy on a temporary basis.

I. The Executive Committee may appoint and dissolve working committees comprised of its members and may contract for the services of others in a manner consistent with the Joint Powers Agreement and these Bylaws.

J. The Executive Committee shall give due consideration to any matter within the jurisdiction of the Consortium Council that is referred by the Consortium Council, and shall provide its recommendation at the next regular meeting of the Consortium Council.

K. The Executive Committee may establish operating procedures to govern its conduct and shall have express or implied authority to implement those procedures in a manner consistent with the laws of the State of California, these Bylaws, or the Joint Powers Agreement.

L. The Executive Committee has discretion to approve and adopt an annual budget, which may be identical or substantially identical to the annual budget adopted by the permanent designated agency that is referenced in Article XIII of these Bylaws.

M. A quorum for the transaction of business by the Executive Committee shall consist of a majority of the members of the Executive Committee. Except as otherwise provided by law, the

Joint Powers Agreement or these Bylaws, the members present at a duly called meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the members required to constitute a quorum.

N. No member of the Executive Committee shall receive any salary or compensation from the Consortium, other than necessary expenses incurred while on official business of the Consortium.

ARTICLE VII NOTICE OF MEETINGS; RULES OF ORDER

A. Except as otherwise required or permitted by the Ralph M. Brown Act, notice of meetings of the Consortium Council, the Executive Committee, and all standing committees shall be provided as follows:

(1) An agenda specifying the time and location of the meeting and containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, shall be provided to each Partner District, which shall be requested to post the agenda at least 72 hours before a regular meeting in a location that is freely accessible to members of the public, pursuant to the provisions of the California Government Code Section 54954.2.

(2) Notice of regular meetings and special meetings shall be given by mail to any person who has filed a written request for that notice, pursuant to the provisions of California Government Code Section 54954.1.

B. Unless otherwise provided by the laws of the State of California pertaining to nonprofit public benefit corporations, the parliamentary authority for procedural matters arising in the

course of meetings of the Consortium Council, the Executive Committee, or appointed committees or subcommittees shall be the then-current edition of Robert's Rules of Order.

ARTICLE VIII FINANCE, ACCOUNTS, AND RECORDS

A. The fiscal year of the Consortium shall be from July 1 to June 30.

B. Each Partner District shall make payments to the Consortium in accordance with the "Fees and Payments Schedule" that is periodically approved by the Executive Committee. These fees and payments will be based on actual use of Consortium-provided instructional materials by colleges within the Partner District.

C. The Consortium is strictly accountable for all funds received and disbursed by it. To that end, the Executive Committee shall designate a fiscal agent to establish and maintain such funds and accounts as may be required by good accounting practice, by any provision of law, or by any resolution of the Consortium. Books and records of the Consortium in the custody of the designated fiscal agent shall be open to inspection at all reasonable times by representatives of the Partner Districts.

D. The Executive Committee shall contract with a certified public accountant or public accountant to make an annual audit of the accounts, records and financial affairs of the Consortium. The minimum requirements of the approved audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally-accepted auditing standards and accounting principles. When the annual audit of accounts and reports is completed, a report shall be filed with each of the Partner Districts of the Consortium, which report shall be available for public inspection as a public record.

E. The Executive Committee, through its designated fiscal agent, shall draw warrants to pay demands against the Consortium when such demands have been duly approved by the Executive Committee.

F. The Executive Committee, through its designated fiscal agent, shall have the authority to invest, or cause to be invested, in compliance with Section 6509.5 of the California Government Code, reserve surplus funds that are not necessary for the immediate operation of the Consortium. Such investments shall be made in securities as authorized by Section 53601 of the California Government Code.

G. The level of cash to be retained for the operation of the Consortium shall be determined by the Executive Committee in consultation with its designated fiscal agent.

ARTICLE IX WITHDRAWAL AND INVOLUNTARY TERMINATION

Provisions that relate to the withdrawal of a Partner District from the Consortium and to the involuntary termination of a Partner District from the Consortium are set forth in the Joint Exercise of Powers Agreement.

ARTICLE X AMENDMENTS

A. Amendments to these Bylaws may be proposed by any designated Representative of a Partner District.

B. All amendments to these Bylaws must be approved by a majority vote of the Consortium Council before the amendment becomes effective. Amendments are binding upon all Partner Districts of the Consortium. The effective date of any amendment will be on July 1 following adoption, unless otherwise stated in the resolution adopting the amendment.

ARTICLE XI SEVERABILITY

Should any part, term, or provision of these Bylaws be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or

otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, and provisions shall not be affected thereby.

ARTICLE XII EFFECTIVE DATE

These Bylaws shall become effective upon the date specified in the resolution of the Consortium Council adopting these Bylaws.

ARTICLE XIII PERMANENT DESIGNATED AGENCY

A. On or about December 31, 1980, pursuant to the provisions of the Joint Powers Agreement then in effect, and under the authority and pursuant to Government Code Sections 6500, et seq., a California nonprofit public benefit corporation that is now known as INTELECOM Intelligent Telecommunications, formerly known as The Corporation for Community College Television, organized under the laws of this state, was named to act as the permanent designated agency of this Consortium.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Consortium Council of the Southern California Consortium for Community College Television, a California joint powers authority, that the above Bylaws, consisting of 11 pages, are the Bylaws of this joint powers authority as adopted by the Consortium Council on November 7, 2008, and that they have not been modified since that date.

Executed on _____, 2009, at Pasadena, California.

Secretary

AMENDED AND RESTATED

BYLAWS

OF

INTELECOM Intelligent Telecommunications

(A California Nonprofit Public Benefit Corporation)

ARTICLE I

NAME

The name of this corporation is INTELECOM Intelligent Telecommunications.

ARTICLE II

OFFICES

Section 1. Principal Office. The principal office for the transaction of the business of the corporation will be located at 150 East Colorado Boulevard, Suite 300, Pasadena, California 91105-1937. The board of directors may change the principal office from one location to another.

Section 2. Other Offices. The board of directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE III

PURPOSES AND LIMITATIONS

Section 1. Principal Purpose. This corporation has been organized to serve as the permanent designated agency of the Southern California Consortium for Community Television (the "Consortium"), a California Joint Powers Authority, in accordance with Sections 6500 et seq. of the California Government Code. The Consortium is engaged in the design, development, and delivery of quality instructional materials so that educational services and programs may be provided to each Partner District of the Consortium at less cost than if those services and programs were provided separately.

Section 2. Charitable Purposes. This corporation is organized and operated exclusively for nonprofit purposes as authorized by Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of these bylaws, this corporation may not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation may not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States internal revenue law.

Section 3. Application of Ralph M. Brown Act. It is intended that the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.) will apply to the meetings and other operations and activities of the corporation. If any provision of these bylaws conflicts or is inconsistent with the Ralph M. Brown Act, the latter will be controlling.

ARTICLE IV

MEMBERSHIP

Section 1. No Members. This corporation will have no members.

Section 2. Approval of Corporate Actions. Any action for which there is no specific provision in the Nonprofit Public Benefit Corporation Law applicable to a corporation that has no members and would otherwise require approval by the members shall require only approval by the board of directors, as provided in Corporations Code Section 5310.

ARTICLE V

DIRECTORS

Section 1. General Corporate Powers. Subject to the provisions of the California Nonprofit Public Benefit Corporation Law, the articles of incorporation, and these bylaws, the business and affairs of the corporation will be managed, and all corporate powers will be exercised by or under the direction of, the board of directors.

Section 2. Specific Powers. Without limiting the general powers set forth in Section 1, and subject to the same limitations, the directors have the power to:

(a) Appoint and remove all officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, the articles of incorporation, and these bylaws.

(b) Change the principal office from one location to another.

(c) Adopt, make, and use a corporate seal and alter the form of that seal.

(d) Borrow money and incur indebtedness on behalf of the corporation for the corporation's purposes, and cause to be executed and delivered, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

(e) Cause the corporation to be qualified to do business in any other state, territory, or country and to conduct business within or outside the State of California.

Section 3. Number of Directors. The authorized number of directors will be the same as the number of members of the Executive Committee of the Consortium, which number may from time to time be increased or decreased by amendment to the Consortium's bylaws. As of the date of adoption of these bylaws, the authorized number of directors is seven.

Section 4. Designation of Directors. Members of the Executive Committee of the Consortium will serve as members of the board of directors of the corporation. Directors need not be residents of the State of California.

Section 5. Restriction on Interested Persons as Directors. No more than 49 percent of the persons serving on the board may be interested persons. An interested person is (i) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of that person. A violation of the provisions of this section will not, however, affect the validity or enforceability of any transaction entered into by the corporation.

Section 6. Vacancies.

(a) Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any director may resign effective upon giving written notice to the president, the secretary, or the board of directors, unless the notice specifies a later time for the effectiveness of that resignation.

(b) A vacancy or vacancies on the board of directors will be deemed to exist in case of a director's death or resignation, or termination of a director's membership on the Executive Committee of the corporation. Upon such vacancy, that vacancy must be promptly filled by the Consortium Council or Executive Committee in accordance with the corporation's bylaws. An appointment to fill a vacancy during an unexpired term will be for the remaining period of the unexpired term.

Section 7. Restriction on Interested Directors. No director may participate in a decision of the board of directors in which that director has a material financial interest. A violation of the provisions of this Section 7 will not, however, affect the validity or enforceability of any transaction entered into by the corporation.

Section 8. No Liability for Corporate Obligations. No director shall have any personal liability for the debts, liabilities, or obligations of the corporation.

Section 9. Prohibited Engagements. No director of the corporation, whether directly or indirectly, shall have a material financial interest in, or serve as a director, officer, employee, contractor, agent, partner, consultant, associate, or other legal representative of any entity that competes with the corporation in the provision of products or services.

Section 10. Voting by Directors. Each director shall have one vote, which may be cast only by the director who attends the meeting in person or who participates in the meeting by means of teleconferencing in accordance with all applicable provisions of Section 54953 of the Ralph M. Brown Act. No proxy or absentee votes are permitted. Except as otherwise provided by law, or in these Bylaws, a vote of the majority of those directors in attendance, whether in person or by means of teleconferencing, shall be sufficient to constitute action, provided that a quorum is present.

Section 11. Teleconferencing. In accordance with Section 54953 of the Ralph M. Brown Act, the directors may use teleconferencing for the benefit of the public and the board of directors in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of the Ralph M. Brown Act and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding. Teleconferencing may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the board of directors. All votes taken during a teleconferenced meeting shall be by rollcall. If the board of directors elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the board of directors. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the board of directors shall participate from locations within the boundaries of the territory over which the corporation exercises jurisdiction. The agenda shall provide an opportunity for members of the public to address the board of directors directly pursuant to Section 54954.3 of the Ralph M. Brown Act at each teleconference location. For purposes of this Section 11, "teleconference" means a meeting of the board of directors, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

ARTICLE VI

MEETINGS

Section 1. Place of Meetings. Regular meetings of the board of directors may be held at any place within the boundaries of the territory over which the corporation exercises jurisdiction and that has been designated from time-to-time by resolution of the board of directors. In the absence of such designation, regular meetings will be held at the principal office of the corporation. Special meetings of the board of directors may be held at any place within the boundaries of the territory over which the corporation exercises jurisdiction and that has been designated in the notice of the meeting or, if not stated in the notice, or if there is no notice, at the principal office of the corporation.

Section 2. Regular Meetings. Regular meetings of the board of directors will be held on dates that are mutually acceptable to a majority of the board of directors. Notice of the time and place of regular meetings will be given to each director by one of the following methods: (i) by personal delivery; (ii) by first-class mail, postage paid; (iii) by telephone communication, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (iv) by telegram, charges prepaid; (v) by facsimile transmission; or (vi) by e-mail. All such notices must be given or sent to the director's address or telephone number as shown on the records of the corporation. Notices sent by first-class mail must be deposited into a United States mail box at least seven calendar days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, e-mail or telegraph must be delivered, telephoned, telecopied, e-mailed or given to the telegraph company at least five days before the time set for the meeting. Notices to the public must comply with all applicable provisions of the Ralph M. Brown Act.

Section 3. Special Meetings. Special meetings of the board of directors for any purpose may be called at any time by the president, any vice president, the secretary, or any two directors. Notices to the public must comply with all applicable provisions of the Ralph M. Brown Act.

Section 4. Quorum. One-third of the authorized number of directors constitutes a quorum of the board of directors for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present will be regarded as the act of the board of directors, unless a greater number is required by law or by these bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 5. Adjournment. A majority of the directors present, whether or not constituting a quorum, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except that if the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place must be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 6. Fees and Compensation. Directors, members of committees, and officers of the corporation will not be compensated by the corporation for their services; such persons are, however, entitled to such reimbursement of expenses as may be determined by resolution of the board of directors to be just and reasonable.

ARTICLE VII

COMMITTEES

Section 1. Committees of Directors. The board of directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, will have all the authority of the board, except that no committee, regardless of board resolution, may:

- (a) fill vacancies in any committee;
- (b) fix the compensation of the directors for serving on the board or on any committee;
- (c) amend or repeal bylaws or adopt new bylaws;
- (d) amend or repeal any resolution of the board of directors that by its express terms, is not so amendable or repealable;
- (e) appoint any other committees of the board of directors or the members of these committees; or

(f) approve any transaction to which the corporation is a party and in which one or more directors have a material financial interest; or between the corporation and one or more of its directors or between the corporation and any entity in which one or more of its directors have a material financial interest.

Section 2. Meetings and Actions of Committees. Meetings and actions of committees will be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws that relate to meetings of directors, with such changes in the content of those provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the board of directors. Minutes must be kept of each meeting of a committee and must be filed with the corporate records. The board of directors may adopt rules for the governance of any committee that are not inconsistent with the provisions of these bylaws.

ARTICLE VIII

OFFICERS

Section 1. Officers. The officers of the corporation consist of a president and a secretary. The president and the secretary need not be elected from among the members of the board of directors. The corporation may also have, at the discretion of the board of directors, a chair of the board, a vice-chair of the board, one or more vice presidents, a chief financial officer, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as the president or chair of the board.

Section 2. Appointment of Officers. The officers of the corporation, including those officers appointed in accordance with the provisions of Section 3 of this Article VIII, will be appointed by the board of directors, and each officer will hold office at the pleasure of the board.

Section 3. Subordinate Officers. The board of directors may appoint, and may authorize the president or another officer to appoint, any other officers that the business of the corporation may require, each of whom will have the title, hold office for the period, have the authority, and perform the duties specified in these bylaws or determined from time to time by the board of directors.

Section 4. Removal of Officers. Without prejudice to any rights of an officer under any contract of employment, any officer may be removed, with or without cause, by the board of directors, at any regular or special meeting of the board, or by an officer on whom such power of removal may be conferred by the board of directors.

Section 5. Resignation of Officers. Any officer may resign at any time by giving written notice to the corporation. Any resignation will take effect on the date of receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation is not necessary to make it effective. Any resignation is without

prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 6. Vacancies in Offices. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause will be filled in the manner prescribed in these bylaws for regular appointments to that office.

Section 7. Responsibilities of Officers.

(a) Chair of the Board. If such officer is elected, the chair of the board shall preside at meetings of the board of directors and perform such other duties as may from time to time be assigned by the board of directors or prescribed by these bylaws. If the chair of the board is not present, the vice-chair shall preside at meetings of the board of directors. If the vice-chair is not present, the president shall preside at meetings of the board of directors. If there is no president, the chair of the board shall, in addition, be the chief executive officer of the corporation and shall have the duties specified below in paragraph (b).

(b) President. If there is no chair or vice-chair of the board, the president will preside at the meetings of the board of directors. The President will preside at any board meeting at which a chair of the board is to be elected and shall thereafter relinquish this responsibility. The president will, in general, perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors and the bylaws.

(c) Vice-President. If such officer is elected, the vice president will, in the absence or disability of the president, perform all the duties of the president, and when so acting will have all the powers of, and be subject to all the restrictions upon, the president. The vice president will have such other powers and perform such other duties as may be prescribed for by the president or by the board of directors.

(d) Secretary. The secretary will:

(i) Keep or cause to be kept, at the principal office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of the directors and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at these meetings, and the proceedings of these meetings.

(ii) Keep, or cause to be kept, at the principal office, as determined by resolution of the board of directors, records of the corporate directors, showing the names of all directors and their addresses.

(iii) Give, or cause to be given, notice of all meetings of the board of directors required by these bylaws to be given. The secretary must keep the seal of the corporation in safe custody. The secretary will have such other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

(e) Chief Financial Officer. If such officer is elected, the chief financial officer will:

(i) Keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account will be open to inspection by any director at all reasonable times.

(ii) Deposit all money and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors; disburse the funds of the corporation as may be ordered by the board of directors; render to the executive director, president, and directors, whenever requested, an account of the transactions and of the financial condition of the corporation. The chief financial officer will have such other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

(iii) If required by the board of directors, give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of this office and for restoration to the corporation of all books, papers, vouchers, money, and other property of every kind in the possession or under the control of the chief financial officer upon his or her death, resignation, retirement, or removal from office.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 1. Indemnification. To the extent and in the manner authorized by law, the board of directors may, in its discretion, authorize the corporation to indemnify its directors, officers, employees, and other agents against damages and liabilities, including court costs and attorneys' fees, that arise in the course and scope of their employment by, or duties performed on behalf of, the corporation.

Section 2. Insurance. To the extent authorized by law, the board of directors may, in its discretion, purchase insurance to cover those individuals and those events referenced above in Section 1.

ARTICLE X

MISCELLANEOUS

Section 1. Execution of Checks and Drafts. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the corporation must be signed or endorsed by such person or persons and in such manner as, from time to time, is determined by resolution of the board of directors.

Section 2. Execution of Contracts. The board of directors, except as otherwise provided in these bylaws, may authorize any officer or agent to enter into any contract or to execute any instrument in the name of and on behalf of the corporation, and that authority may be general or confined to specific instances; and unless so authorized by the board of directors,

no officer, agent, or employee will have any power or authority to bind the corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

Section 3. Construction. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Public Benefit Corporation Law govern the construction of these bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both an organization and a natural person.

Section 4. Records and Reports.

(a) Maintenance of Corporate Records

The corporation must keep at the place or places designated by the board of directors, or, in the absence of such designation, at the principal office of this corporation:

- (1) Adequate and correct books and records of account;
- (2) Written minutes of the proceedings of the board of directors and committees of the board; and
- (3) The original or a copy of the articles of incorporation and bylaws, as amended to date.

(b) Inspection

Every director has the absolute right at any reasonable time to inspect the corporation's books, records, documents of every kind, and physical properties. The inspection may be made in person or by the agent or attorney of a director. The right of inspection includes the right to copy and make extracts of documents.

(c) Annual Report

Unless exempt from such requirement, the board of directors will cause an annual report to be sent to the directors within 120 days after the end of the corporation's fiscal year. That report will, in form and substance, comply with Section 6321 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE XI

AMENDMENTS

The board may amend or repeal any provision of these bylaws, except that if any provision of these bylaws requires the vote of a larger proportion of the board than is otherwise required by law, that provision may not be amended or repealed except by that greater vote.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of INTELECOM Intelligent Telecommunications, a California nonprofit public benefit corporation, that the above bylaws, consisting of 10 pages, are the bylaws of this corporation as adopted by the board of directors on January 15, 2009, and that they have not been modified since that date.

Executed on _____, 2009, at Pasadena, California.

Secretary of INTELECOM