

SCHOOL PROJECT FOR UTILITY RATE REDUCTION

Joint Powers Agreement

This Agreement is among those public agencies signatory to this Agreement and is for the purpose of establishing, operating and maintaining the School Project for Utility Rate Reduction (SPURR.)

This Agreement is entered into pursuant to the provisions of Sections 6500 et seq. (Joint Powers Agreement) of the California Government Code for the benefit of the School Districts, Community College Districts and the County Superintendents of Schools signatory hereto (and also those which may hereafter become signatory hereto), for the purpose of operating a program to be known and designated as the School Project for Utility Rate Reduction, herein after designated as SPURR, and;

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes herein after set forth, and;

WHEREAS, the signatories hereto have determined that there is a need by Public Educational Agencies to seek utility rate reduction, especially for electricity and natural gas, and;

WHEREAS, Section 6502 of the Government Code of the State of California authorizes joint exercises by two or more public agencies of any power common to them;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFORM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC EDUCATIONAL AGENCIES, EACH OF THE PARTIES HERETO DOES HEREBY AGREE AS FOLLOWS:

1. CREATION OF THE SCHOOL PROJECT FOR UTILITY RATE REDUCTION (SPURR)

Pursuant to Title1, Division 7, Chapter 5 of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the School Project for Utility Rate Reduction, herein after designated SPURR.

SPURR shall have the powers common to the participating Districts and is hereby authorized to do all acts necessary for the exercise of said common powers, including but not limited to, any or all of the following: to make and enter into contracts; to incur debts, liabilities and obligations; to acquire, hold or dispose of property; to receive gifts, contributions, and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its own name. Said powers shall be exercised in the manner provided by law, and except as expressly set forth herein, subject only to such restrictions upon the manner or exercising such powers as are imposed upon districts in the exercise of similar powers. It is specifically agreed that the debts, liabilities and obligations of SPURR shall not be debts, liabilities and obligations of the parties to this Agreement.

2. PURPOSE

The purpose of SPURR shall be to seek on behalf of the members the reduction of utility rates, especially for electricity and natural gas.

3. MEMBERSHIP

Each party to this Agreement must be eligible for SPURR membership as defined in the Bylaws, and become a member on the effective date of this Agreement, and is entitled to the rights and privileges, and is subject to the obligations of membership, all as are provided in this Agreement. Public Educational

Agencies desiring membership after initial operation has begun shall apply under the provisions of the Bylaws.

4. EFFECTIVE DATE

This Agreement shall become effective on September 1, 1989, or, for members joining after that date, on the date specified below.

5. TREASURER

This Agreement, pursuant to Government Code 6505.6, herewith establishes the Office of Treasurer. The Treasurer shall be the Assistant Superintendent, Business Services, of the Alameda County Superintendent of Schools.

6. TREASURER'S FEES

The annual payment to the Treasurer for the cost of accounting for SPURR funds, payment of employee salaries and benefits, payment of such other obligations as may occur, and the production of monthly financial reports shall be three (3) percent of SPURR income received for the fiscal year. In addition, SPURR shall reimburse the Treasurer for all actual expenses incurred for additional services performed at the direction of SPURR.

7. GOVERNANCE

SPURR shall be governed by a Board of Directors selected according to the provisions of the Bylaws.

8. BYLAWS

SPURR shall be governed pursuant to those certain Bylaws, a copy of which is attached hereto as "Exhibit A," and by this reference made a part of this Agreement as though fully set forth herein. Wherever in this Agreement the Bylaws are referred to, said Bylaws shall be those set forth in Exhibit A and as they may be amended thereafter. Each party to this Agreement approves said Bylaws and agrees to comply with and be bound by their provisions, and further agrees that **SPURR** shall be operated pursuant to this Agreement and said Bylaws. Said Bylaws may be amended as provided therein.

9. AFFIRMATIVE ACTION POLICY STATEMENT

It shall be the permanent and voluntary policy of this Joint Power Board of SPURR to practice fair and impartial employment, recognizing applicants and employees on the basis of personal and professional merit, thereby reaffirming the dignity of individuals without regard to race, color, creed, national origin, ancestry, age, sex, or physical handicap in every aspect of personal policies, practices, and treatment of personnel.

10. ADDITIONAL PARTIES

Additional parties may be added to this Agreement by written amendment between the additional party and SPURR.

11. TERMINATION

Any party may terminate its participation in this agreement by providing written notice to the other parties not less than 90 days prior to July 1 of any year after the initial year. Termination shall be effective on July 1 following the delivery of notice to all parties. No return of funds already paid to SPURR shall be made by SPURR when a member district withdraws from this JPA.

12. RECORDS

The Treasurer shall maintain records separately identifying the expenses incurred in the performance of the duties described herein. The Managing Director shall maintain records of the Minutes of the Board of Directors meetings and such other official records of the JPA as required by law.

13. MEMBERSHIP FEES

Membership shall be established for each member district which contributes to the SPURR account managed by the Alameda Superintendent and as established in the Bylaws for each regular and special

education student enrolled in the school districts and schools maintained by the County Superintendents of Schools and for each ADA, until FTE is adopted, in the Community College Districts.

14. TERM, DISSOLUTION AND SEVERABILITY OF JOINT POWERS AGREEMENT

A. Term and Extension

This Joint Powers Agreement shall commence September 1, 1989 and be extended from year to year thereafter, commencing each July 1. The majority of the members of this Joint Powers Agreement may terminate this Joint Powers Agreement at any time, provided all parties dealing with SPURR and all SPURR members have been notified at least 30 days in advance.

B. Dissolution

In the event this Joint Powers Agreement is terminated by districts as herein allowed, the Treasurer shall, after all debts have been paid and properly disposed of, distribute to each school district that is a party hereto on the effective date of dissolution, the balance of the SPURR assets on a pro rata basis according to the extent of each school district's contribution of funds hereunder since the creation of SPURR.

C. Severability

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

15. ASSIGNS

No party to this Joint Powers Agreement may sublet, assign, or transfer any interest in this Joint Powers Agreement without written consent of all of the parties thereto.

The parties thereto have caused this Joint Powers Agreement to be signed in their behalf by their duly authorized representatives on this _____ day of _____, 20__, by the following signatory School Districts, Community College Districts and County Superintendents of Schools.

Agency

Signature

Typed Name

Title