

**INTERLOCAL AGREEMENT
FOR
THE PURCHASE OF NATURAL GAS AND RELATED SERVICES**

This Interlocal Agreement for Natural Gas and Related Services (Agreement) is made and entered into by and between separate political subdivisions of the State of Nebraska.

The Interlocal Agency created through this Agreement will be referred to as Nebraska Choice Joint Utilities Management Program (CJUMP).

The Nebraska Association of School Boards (NASB) is a corporation formed by Nebraska public school boards to stimulate and contribute to the continuing improvement of public elementary and secondary education including increased efficiency and economy for the ultimate benefit of Nebraska citizens. NASB will perform the functions related to the necessary administrative and management services required by this Agreement.

Nebraska law permits two or more public agencies to enter into arrangements defined under Nebraska statutes as Interlocal Cooperatives.

Participant shall mean (a) a public school as defined in §79-101, (b) an educational service unit established under the Educational Service Units Act, Neb. Rev. Stat. § 79-1201 through § 79-1249, and (c) a technical community college established under § 85-1501 through § 85-1542.

Authority:

Participant has the authority to procure and is responsible to ensure adequate natural gas service for its facilities.

Participant has the authority to enter into any contracts to effectuate its responsibilities relating to procurement of natural gas and energy related services.

Participant desires to enter into this agreement to provide reliable, cost effective natural gas and energy related services for its facilities.

Participant contemplates on taking necessary and appropriate actions to support the objective of providing cost effective natural gas and energy related services for its facilities.

Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. § 13-801 et seq., (the "Act"), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of power, privilege or authority exercised or capable of exercise individually by such public agencies. Participants are public agencies within the meaning of the Act.

Purpose:

It is the purpose of this Agreement for participants to make the most efficient use of their powers by cooperating with each other in good faith on the basis of mutual advantage and timely providing services and facilities as identified in this Agreement and in any addendum to this Agreement that will accord best with the geographic, economic, population and other factors influencing the needs and development of local political bodies.

In furtherance of such objectives and purposes, (i) the Participants hereby create a joint entity under the Interlocal Cooperation Act to be known as "Nebraska Choice Joint Utilities Management Program" ("CJUMP"), being a separate public body corporate and politic of the State of Nebraska (the "Agency"), which shall be constituted and administered by a board of Trustees (the "Board of Trustees"); and (ii) the Participants hereby delegate to the Agency those powers as are hereinafter provided by this Agreement.

Participation:

Participant hereby agrees to participate in CJUMP under the terms of this Agreement and the Bylaws of CJUMP. Only those Participants who are members of the Nebraska Association of School Boards shall be eligible to participate in CJUMP. Final determination of membership into CJUMP must be approved by the CJUMP Board or a committee thereof.

Each Participant hereby agrees to participate with all other Participants to this Agreement through the Agency jointly to conduct the activities of the Agency.

Administration:

In order to carry out the purposes of CJUMP, CJUMP may exercise and enjoy all powers, privileges, and authority exercised and capable of exercise by an Interlocal created pursuant to the Act, including, but not limited to the power to issue bonds or other obligations on behalf of Participants as a body as a whole.

CJUMP shall be administered by a Board of Trustees consisting of two voting ex-officio members and 6 persons, who are elected officials or appointed officials of the member Participants. The members of the Board of Trustees, other than the ex-officio members, shall be elected by a vote of the Board of Directors of NASB. A person elected to the Board of Trustees shall serve for a three year term. A vacancy on the Board shall be filled by the vote of the Board of Directors of NASB. The person appointed to fill a vacancy shall serve for the remainder of the term of the vacating Trustee. Each board member shall be entitled to one vote in all matters that come before the board. No action of the Board of Trustees shall be taken unless 50% or more of the board members are present at the meeting. Unless provided otherwise in the Bylaws, upon a majority affirmative vote of the board members present, such action shall be effective immediately. The two ex-officio members to the board shall be the current President of NASB and the Executive Director of NASB or designee.

Initial nominations for members of the CJUMP Board shall be made by the Executive Director of NASB, who shall nominate at least one person for each of the elected positions and designate

nominations by the three staggered terms in office so as to allow three of the CJUMP Board members to be up for reelection each year. For subsequent elections, a CJUMP nominating committee comprised of: (1) the Chair of CJUMP, (2) the Executive Director of NASB, and (3) a person selected by the Board of Trustees will request nominations from the member participants and give its recommendation for Board of Trustees member nomination to the NASB Board of Directors for its approval.

The Board of Trustees shall be responsible for administering the cooperative undertakings of CJUMP.

The CJUMP Board may assign responsibilities for functions and services to appropriate parties and may designate a representative who shall be the primary contact point for Participants and other parties involved.

The CJUMP Board may retain the services of such legal counsel, auditors, consultants, marketers, program administrators, and other advisors as it deems necessary to carry out the business and purpose of the Interlocal.

The CJUMP Board shall adopt an annual budget providing for financing the costs of any joint or cooperative undertaking pursuant to this Agreement.

CJUMP shall be financed by monies collected from appointed CJUMP Program Administrator(s).

Any real and personal property may be acquired, held and disposed as set forth in this Agreement or any amendment hereto. CJUMP may lease, purchase or acquire by any means, from Participant or from any other source, such real and personal property as is required and necessary for effectuating the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of CJUMP. If a Participant should be required to purchase real or personal property at its facilities to best achieve the purposes of this Agreement, such real or personal property shall remain property of the Participant.

Participants may meet from time to time to discuss any matters pertinent to this Agreement or the functions of CJUMP and its board.

Term of Agreement and Service:

This Agreement shall become effective and binding upon its ratification by the governing board of each Participant.

The term of this Agreement is for three years from the date of the execution of this Agreement, provided that this Agreement shall be considered automatically renewed for successive three year terms unless all Participants and/or Board of Trustees gives notice as required herein that the Agreement shall not automatically renew.

A Participant may withdraw from this Agreement by providing written notice to CJUMP and to all other Participants at least 365 days prior to the end of the third year of this Agreement's initial term or any renewal term of this Agreement. Any termination from this Agreement is to be effective 12:01A.M. of the first day of the immediately succeeding contract term.

An action to dissolve CJUMP must be communicated to all Participants and give Participants at least 30 days notice prior to its effective date. It is understood that specific individual Participants (as defined in this Agreement) may change during the duration of CJUMP's existence.

Participant hereby delegates to CJUMP the duty to buy natural gas for Participant's total requirements for the term of this Agreement. Participant acknowledges that it will be required to execute any required forms of the Local Distribution Company's Choice Program to select a supplier for each year of the term of this Agreement.

Participants may be responsible for reaffirming their natural gas purchase participation on an annual basis in order to accommodate administrators and others involved in the procurement of products and services on behalf of CJUMP. Such reaffirmation shall include but not be limited to Delegation Forms and any other documents determined to be necessary by the natural gas supplier to the CJUMP participants.

The effective date on which natural gas service is to be procured through CJUMP shall be no later than the immediate succeeding June 1 after execution of this Agreement and the point in time thereafter in which a natural gas distribution switch with the Local Distribution Company can be made.

Participants shall not resell any Natural Gas Service procured by CJUMP under this Agreement, but Participant can require any tenant or occupant of a Participant's facility to reimburse the Participant for the use of natural gas in connection with such tenancy or occupancy.

In the event a Participant fails to perform its obligations pursuant to this Agreement, CJUMP shall give written notice to the individual Participant specifying such failure to perform and establish a reasonable period in which the Participant shall have to fulfill its obligations pursuant to this agreement. If the Participant's failure to perform its obligation is continuing, CJUMP may immediately terminate this agreement.

Any distribution of CJUMP funds, either partial or complete, shall be approved by the CJUMP Board of Trustees. Any collective distribution return to the Participants shall be allocated among such Participants in proportion to the annual usage of each Participant as compared to the total usage of the Interlocal Agency during the immediately preceding twelve month agreement period.

Upon termination of CJUMP's existence, any personal and real property as well as surplus funds shall be distributed among the existing Participants (as determined and recognized by the CJUMP Board of Trustees). Such distribution shall be allocated among such Participants in proportion to the annual usage of each Participant as compared to the total usage of the Interlocal Agency during the immediately preceding twelve month agreement period.

Termination of participation in this Agreement or termination of this Agreement by the Board of Trustees shall not impair, amend or change any previous contracts or agreements. Such contracts and agreements shall continue in full force, including all rates, terms, obligations and conditions, until the expiration of such contracts and agreements in accordance with their respective terms, or unless sooner released by the Board of Trustees.

Indemnification:

Each Participant shall indemnify and hold harmless the other parties and the Public Alliance for Community Energy and the Nebraska Municipal Power Pool and their respective board, officers, trustees, employees and agents, from any claims, expenses, (including attorneys' fees and litigation expenses), for any damages or losses it may suffer as a result of any claims made regarding the validity of this Agreement or the effect of this Agreement on the expenditure or revenue authority of a Participant, including but not limited to taxpayer or regulatory claims.

Assignment:

This Agreement shall be binding upon and inure to the benefit of the Participants and their successors or assigns; provided however, that this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other Participants to the Agreement.

Notices:

All notices or other communications which are required or permitted herein shall be in writing and sufficiently delivered to each Participant.

Fiscal Year:

The Fiscal year shall end on May 31 of each year.

Place of Business:

The principal place of business for CJUMP shall be at the offices of the Nebraska Association of School Boards. The CJUMP Board may employ necessary staff and may purchase, lease, or rent real and personal property in order to carry out the business of CJUMP.

Governing Law:

This Agreement shall be governed by an interpreted in accordance with the statutory and decisional law of the State of Nebraska.

Entire Agreement:

This Agreement, including any associated exhibits and any amendments, constitutes the entire Agreement of the Parties with respect to the subject matter hereof. All prior agreements, representations of CJUMP, statements, and negotiations, written or oral, are hereby superseded. This Agreement may be amended only by a writing executed by all Participants.

IN WITNESS WHEREOF, each of the Participants has caused this Interlocal Agreement for Natural Gas and Related Services to be executed by its duly authorized officer as of the day and year shown below: PARTICIPANT: _____

Date:

By:

Title:

Attest:

SEAL

**RESOLUTION FOR PARTICIPATION IN CJUMP
INTERLOCAL AGREEMENT**

WHEREAS, Participant has reviewed the attached Interlocal Agreement and desires to participate in the Nebraska Choice Joint Utilities Management Program (otherwise referred to as CJUMP) as authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 and

WHEREAS, Participant is allowed to participate in said cooperative undertakings; and

NOW THEREFORE, BE IT RESOLVED that the governing board hereby:

Declares the board will participate in CJUMP and hereby accepts the Participation Agreement which is attached to this Resolution.

After motion duly made by _____ and seconded by _____, the following members voted by roll call vote in favor of passage and adoption of the said Resolution:

The following members voted against the same:

The following members voted absent or not voting:

PASSED AND APPROVED this _____ day of _____, 20__.

Participant Name (*School, ESU or Community College*) _____

Signature from an Official of the Participant _____

Please print name and title _____