

**Joint Power Agency
School Project for Utility Rate Reduction
Resolution Number _____**

WHEREAS, FRESNO UNIFIED SCHOOL DISTRICT with other Joint Power Agencies, individual districts, and county offices of education, has been studying solutions to the high cost of natural gas and electricity, and;

WHEREAS, these entities have determined that there is a need to form a coalition of public school districts to be active in utility rate case proceedings and to secure less expensive alternative sources of natural gas and electricity for school use, and;

WHEREAS, the Alameda County Superintendent of Schools has agreed to act as the treasurer and responsible Fiscal Agent for the Joint Power Authority, and;

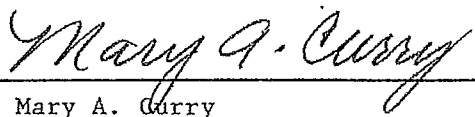
WHEREAS, Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

WHEREAS, California law enables school districts, county superintendents of schools, community college districts, and joint power agencies to establish a coalition to lower the cost of natural gas and electricity.

NOW, THEREFORE, BE IT RESOLVED that the governing board of the FRESNO UNIF. SCH. DIST. hereby declares its membership in the School Project for Utility Rate Reduction, SPURR, and instructs its duly authorized agent to execute on its behalf the necessary documents, including the attached Joint Powers Agreement.

ADOPTED by the following called vote on this 29th day of August 1990.

AYES: 6
NOES: 0
ABSENT: 1



Mary A. Curry Signature

President of the Board of Education
Fresno Unified School District

Title



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, particularly 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 THEREFROM, 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 Title 1, 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, in the service areas of Pacific Gas and Electric (PG&E) and the Sacramento Municipal Utility District (SMUD.)

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.