

Meeting of the Board of Trustees
Barton County Community College

March 18, 2008

Natural Gas Participation Agreement

Detail: Since July 1, 2001, the College has participated in the Kansas Association of School Boards Kansas Joint Utilities Management Program (KJUMP) for its supply of natural gas. The current participation agreement for this consortium ends June 30, 2008.

This consortium purchased natural gas in bulk for community colleges and USD's in the state of Kansas. KASB contracts with a third party administrator for the daily operation and supply for the program. Since natural gas is purchased in advance, KASB has requested new participation agreements from all of its members. The new participation agreement would extend the College's participation until June 2011 and for one-year periods beginning July 1 in subsequent years.

Recommendation: It is recommended that the Board authorize the Chairman and College President to execute the attached member participation agreement with the Kansas Association of School Boards Kansas Joint Utilities Management Program (KJUMP) for the purchase of gas.

KANSAS ASSOCIATION OF SCHOOL BOARDS
KANSAS JOINT UTILITIES MANAGEMENT PROGRAM (KJUMP)

MEMBER PARTICIPATION AGREEMENT

The date of this Agreement is March 18, 2008.

It is hereby agreed that the Board of Trustees of Barton County Community College ("the Member") will participate in the Kansas Joint Utilities Management Program (KJUMP) administered by the Program Administrator in accordance with its agreement with the Kansas Association of School Boards, Inc. ("KASB").

The Member agrees to participate in KJUMP for a three (3) year period ending June 30, 2011, and for one-year periods beginning July 1 in subsequent years. A Member may discontinue participation in KJUMP for any subsequent year after 2011 by notifying KASB in writing at least twelve (12) months prior to the termination date to allow for adjustment to existing purchase agreements.

The Member understands, acknowledges and grants KASB the sole right and discretion to contract with a third party administrator (Program Administrator) to administer the daily operation of KJUMP. The Member further understands, acknowledges and agrees that the Program Administrator will act as the Member's contracting agent for obtaining natural gas for the Member's use. The Program Administrator will use its best efforts to arrange the most cost-effective provision of natural gas for the Member and will provide the Member with a single monthly statement consolidating all natural gas bills.

The Member acknowledges it remains responsible for all payments and liabilities arising out of, or made in connection with, providing natural gas to the Member whether or not obtained through KJUMP. KASB is not responsible for the actions of the Program Administrator or any of its authorized subcontractors providing services to the Member, nor is it responsible for the actions of the Member. To the extent authorized by law, the Member agrees to defend, indemnify, and hold harmless KASB from any and all claims, loss damages, and attorney's fees and expenses associated therewith incurred as a result of any claim against KASB arising out of or premised upon any action of the Member or the employees, agents or subcontractors of the Member; or any and all claims, loss damages, and attorney's fees and expenses associated therewith incurred as a result of any claim or action arising out of the relationship between the Member and or the Program Administrator, Service Provider or the employees, agents or subcontractors of the Member, Program Administrator or Service Provider.

This Member Participation Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this agreement and supercedes all prior agreements, amendments to agreements, arrangements and communications, between the parties concerning such subject matter, whether oral or written, except as specifically provided otherwise in this agreement. This Agreement has been duly authorized, executed and delivered by the parties hereto and constitutes a legal, valid and binding obligation of the parties. The signatures hereto represent and warrant that they are duly authorized to execute the Agreement on behalf of their principal.

Barton County Community College

Kansas Association of School Boards

By: _____
Chairperson, Board of Trustees

By: _____
John Koepke, Executive Director

By: _____
President

Please complete and return this Agreement to:

KJUMP Documents
Kansas Association of School Boards
1420 SW Arrowhead Road
Topeka, KS 66604-4001