

COST SHARING AGREEMENT
for ENERGY CONSULTANT PROCUREMENT

THIS COST SHARING AGREEMENT ("Agreement") is entered into by and between the Centre County, a county of the Fourth Class with an address of Willowbank Office Building, 420 Holmes Street, Bellefonte, Pennsylvania 16823; Centre Region Council of Governments, a voluntary association of State College Borough and surrounding townships with an address of 2643 Gateway Drive, State College, Pennsylvania 16801; College Township, a township of the Second Class with an address of 1481 East College Avenue, State College, Pennsylvania 16801; Ferguson Township, a township of the Second Class with an address of 3147 Research Drive, State College, Pennsylvania 16801; Halfmoon Township, a township of the Second Class with an address of 1948 Halfmoon Valley Road, Port Matilda, Pennsylvania 16870; Harris Township, a township of the Second Class with an address of 224 East Main Street, Boalsburg, Pennsylvania 16827; Patton Township, a township of the Second Class with an address of 100 Patton Plaza, State College, Pennsylvania 16803; State College Borough, a borough of the Second Class with an address of 243 South Allen Street, State College, Pennsylvania 16801; State College Borough Water Authority, an authority with an address of 1201 West Branch Road, State College, Pennsylvania 16801; Centre County Recycling And Refuse Authority, an authority with an address of 253 Transfer Road, Bellefonte, Pennsylvania 16823; College Township Water Authority, an authority with an address of 1481 East College Avenue, State College, Pennsylvania 16801; Centre Area Transportation Authority, an authority with an address of 2081 West Whitehall Road, State College, Pennsylvania 16801; Centre County Housing Authority, an authority with an address of 602 East Howard Street, Bellefonte, Pennsylvania 16823; Centre Hall Potter Sewer Authority, an authority with an address of 2940 Penns Valley Pike, Centre Hall, Pennsylvania 16828; and State College Area School District, a school district of the second class with an address of 240 Villa Crest Drive, State College, Pennsylvania 16801 ("Parties").

W I T N E S S E T H

WHEREAS, the Parties hereto are public entities located in and around Centre County, Pennsylvania; and

WHEREAS, the Parties are organized in whole and/or in part for the benefit of the citizens who reside in and around Centre County, Pennsylvania; and

WHEREAS, the Parties use and consume electricity in support of their respective operations; and

WHEREAS, the Parties have entered into a voluntary collective for the purpose of identifying an energy consultant, and thereby reducing individual costs for identifying the consultant and ultimately, as part of separate and individual agreements, purchasing electricity; and

WHEREAS, the Parties intend to pay for their proportionate share of collective costs for identifying the consultant, consulting fees, and related attorney's fees; and

WHEREAS, the Parties desire to set forth their respective rights, duties, obligations, and procedures in regards to the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The hereinbefore recitals are incorporated by reference as if each had been set forth at length herein.
2. This Agreement is contingent upon the approval of each of the respective Boards and Councils of the Parties, and shall remain in full force and effect for a period of twenty-four (24) months after a contract is entered into with the energy consultant.
3. State College Area School District, on behalf of itself and all entities which are parties to this Agreement, shall be the lead entity, and shall, *inter alia*, submit and receive the approved Request for Proposals.
4. The Parties shall pay their proportionate share of collective costs, to include those incurred for identifying an energy consultant cost, the energy consultant fees, and any related attorney's fees. Collective costs shall include any related cost or expense which State College Area School District may incur in its role as lead entity, to include costs of litigation. The selection and retention of the energy consultant shall be separately and independently approved by

each of the participating organizations, and is beyond the scope of this Agreement. (The attorney fees may include, but not limited to, the request for qualification process to evaluate and engage with an energy consultant as well as drafting and evaluating the request for proposal process.) The proportionate share shall be based upon their usage of electricity during calendar year 2018. The percentages allocated to each of the parties is set forth in Exhibit A which is attached hereto and made a part hereof. The proportionate payment shall be due to State College College Area School District irrespective of whether a party chooses to engage an energy consultant.

5. State College Area School District shall advance payments for the collective costs, and within thirty (30) days of the close of each quarter submit itemized invoices to the Parties for payment. Payment shall be due within thirty (30) days.

6. State College Area School District shall maintain records of, *inter alia*, the invoices it receives and the payments it makes on behalf of the Parties, and such records shall be available for inspection by any of the Parties during regular business hours.

7. This Agreement may be varied, modified, or altered by the consent of the Parties. No alterations, amendments, modifications, or variations of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the Parties.

8. If disputes relative to the implementation of this Agreement arise, then it is the intent of the Parties that their representatives shall meet to discuss the issues in an effort to resolve the dispute. If the Parties are unable to resolve said dispute, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute resolution, to facilitate the resolution of the dispute. If the Parties are unable to mutually select a mediator, then the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty-five (45) days of the initial request for mediation. In the event the Parties are still unable to resolve

any dispute, then the matter shall be heard in the Court of Common Pleas of Centre County, Pennsylvania.

9. No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior written consent of all Parties hereto.

10. The terms and conditions herein contained shall, subject to the provision as to assignment, apply to and bind the successors of the parties hereto.

11. This document represents the entire and integrated agreement between and among the Parties and super cedes all prior negotiations, representations, and agreements, either written or oral.

12. If a court or arbitrator of competent jurisdiction holds any provision or clause herein to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining provisions or clauses, or portions thereof, shall not be affected unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision or clause.

13. The Agreement shall bind and benefit the Parties to this Agreement and their legal representatives and successors in interest.

14. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

15. For purposes of general operations, the contact representative for State College Area School District shall be Randy L. Brown, Finance and Operations Officer, and his contact information is as follows:

240 Villa Crest Drive
State College, Pennsylvania 16801
814-231-1021
Rlb21@scasd.org

16. All notices to the Parties may be given electronically, and to the electronic mail addresses contained in Exhibit B attached hereto and made a part hereof.

17. The persons executing this Agreement on behalf of the Parties hereto warrant that: (a) such Party is duly organized and existing, (b) the persons are duly authorized to execute and deliver this Agreement on behalf of said Party, (c) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (d) the entering into this Agreement by a Party does not violate any provision of any other agreement to which said Party is bound.

18. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

19. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

20. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other agreement between and among the Parties.

21. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

22. The Parties acknowledge that additional municipal governments, school districts, or agencies in the County of Centre may elect to enter into this agreement after the initial election period. If election is made, the additional organizations will pay their portion of the collective costs using the same allocation method as all other Parties as

included in Exhibit A. It should also be understood that the inclusion of additional organizations will result in a refund of costs to all other Parties.

EXHIBIT A

Month	kWh Utilized												Total			
	CCRRA	Centre Co	SCASD	SCBWA	CATA	CCHA	CHPSA	COG	SCB	Ferrous	Patton	College		CTWA	Halfmoon	Harris
January	70,784	215,933	1,474,887	409,045	2,862,760	1,017,299	495,130	113,920	3,111,534	58,413	45,331	35,478	69,094	7,805	13,509	
February	61,520	192,859	1,244,806	441,272	-	-	-	115,955	-	47,144	39,150	25,048	61,428	10,860	11,177	
March	60,240	185,740	1,115,968	383,280	-	-	-	106,651	-	47,467	36,074	30,187	53,075	10,231	8,916	
April	46,864	166,935	1,038,836	387,090	-	-	-	108,033	-	43,728	35,507	32,548	53,240	6,598	8,142	
May	43,296	155,847	1,045,919	386,012	-	-	-	100,395	-	39,288	27,194	31,049	50,134	6,215	4,789	
June	39,704	173,075	978,098	362,209	-	-	-	118,101	-	43,789	25,926	30,471	52,413	4,507	3,234	
July	43,360	147,845	811,785	346,405	-	-	-	161,032	-	45,473	25,899	32,240	50,962	3,977	3,331	
August	43,432	171,105	828,907	339,381	-	-	-	167,354	-	47,060	26,667	31,513	48,550	4,045	4,470	
September	44,024	169,377	1,293,683	297,486	-	-	-	160,564	-	47,216	29,246	33,267	51,241	3,581	3,757	
October	39,776	150,086	1,196,764	361,938	-	-	-	154,772	-	43,878	26,383	32,989	54,757	3,984	4,567	
November	54,232	168,401	1,315,030	363,590	-	-	-	116,609	-	44,926	31,563	31,604	93,995	2,926	7,197	
December	62,976	197,614	1,402,372	381,958	-	-	-	99,928	-	49,676	41,203	36,232	64,860	4,141	12,141	
Total	610,208	2,094,817	13,747,055	4,459,666	2,862,760	1,017,299	495,130	1,523,314	3,111,534	558,058	390,143	382,626	703,749	68,870	85,230	32,110,459
% Usage	1.90%	6.52%	42.81%	13.89%	8.92%	3.17%	1.54%	4.74%	9.69%	1.74%	1.22%	1.19%	2.19%	0.21%	0.27%	100.00%
Estimated Cost **	\$ 1,235	\$ 4,238	\$ 27,827	\$ 9,029	\$ 5,798	\$ 2,061	\$ 1,001	\$ 3,081	\$ 6,299	\$ 1,131	\$ 793	\$ 774	\$ 1,424	\$ 137	\$ 176	\$ 65,000

** - Estimated Cost is the proportionate share of \$65,000 in legal and consulting services. \$65,000 falls at the higher end of the estimated cost of said services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first herein above written.

Centre County

By: _____
Chair

Attest:

Secretary

Dated: _____

Centre Region
Council of Governments

By: _____
Chair

Attest:

Secretary

Dated: _____

College Township

By: _____
Chair

Attest:

Secretary

Dated: _____

Ferguson Township

By: _____
Chair

Attest:

Secretary

Dated: _____

Halfmoon Township

By: _____
Chair

Attest:

Secretary

Dated: _____

Harris Township

By: _____
Chair

Attest:

Secretary

Dated: _____

Patton Township

By: _____
Chair

Attest:

Secretary

Dated: _____

State College Borough

By: _____
President

Attest:

Secretary

Dated: _____

State College Borough Water
Authority

By: _____
Chair

Attest:

Secretary

Dated: _____

Centre County Recycling And Refuse
Authority

By: _____
Chair

Attest:

Secretary

Dated: _____

College Township Water Authority

By: _____
Chair

Attest:

Secretary

Dated: _____

Centre Area Transportation
Authority

By: _____
Chair

Attest:

Secretary

Dated: _____

Centre Hall Potter Sewer
Authority

By: _____
Chair

Attest:

Secretary

Dated: _____

Centre County Housing
Authority

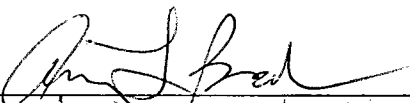
By: _____
Chair

Attest:


Secretary

Dated: _____

State College Area School District

By: 
Vice President

Attest:


Secretary

Dated: 4-8-2020

