

THE STATE OF TEXAS §

COUNTY OF _____ §

ATMOS CITIES STEERING COMMITTEE
PARTICIPATION AGREEMENT

THIS Agreement is made and entered into on this the ____ day of _____, 20____, by, between and among the **CITY OF _____, TEXAS** ("City") and member cities of the **ATMOS CITIES STEERING COMMITTEE** ("ACSC"). This Agreement is authorized by the Texas Interlocal Cooperation Act (V.T.C.A. Texas Government Code, Chapter 791), and other authorities.

W I T N E S S E T H:

WHEREAS, the cities in the service area of Atmos Gas have worked together collectively in a coalition to participate in the regulatory process to assure gas rates charged were just and reasonable; and

WHEREAS, the nature of gas utility regulation is undergoing change; and

WHEREAS, there remains a need for cities to cooperate to assure the public interest is protected and gas and other utility rates are just and reasonable; and

WHEREAS, regulatory changes now require quick response in order to have meaningful input into the rate setting process; and

WHEREAS, it is necessary to provide adequate resources to enable cities to act quickly, decisively, and jointly on gas utility regulatory developments; NOW THEREFORE,

In consideration of the premises, agreements, covenants and promises set forth herein, it is agreed as follows:

1.

Atmos Cities Steering Committee
Membership and Executive Committee

The City and the member cities hereby form the ACSC. Each member city shall, by action of its governing body, approve its membership in the ACSC and designate its representative to receive notices and participate in and vote at ACSC meetings. The ACSC shall be composed of all cities paying the current nonrefundable membership fee. The membership assessment shall be established annually by the Executive Committee. The current year assessment is 2¢ per capita, according to the City's population listed on the most recent Texas Municipal League online guide. The members shall elect an Executive Committee consisting of no more than twenty (20) persons which shall function as the Board of Directors. The Executive Committee shall at least include a representative from all member cities with a population greater than 100,000, according to the most recent Texas Municipal League Directory of Texas City Officials. The remainder of the representatives shall be selected based upon diversity of geographic location and city population size. Each city on the ACSC and each city on the Executive Committee shall have one vote, respectively. Meetings of the Executive Committee shall be open to each city on the ACSC whether or not it has a representative on the Executive Committee.

2.

Powers of the Executive Committee

The City and the member cities delegate to the Executive Committee the power to intervene on behalf of ACSC member cities in gas projects, rulemaking, rate case, and related dockets and appeals thereof, represent the interests of cities in utility matters before state and federal legislative bodies and to pay for such activities. A member city may subsequently request and cause its party status to be withdrawn from such activities. The Executive Committee shall fix the amount of the membership fee from time to time.

3.

Election of Officers

The Executive Committee shall elect a chair and any co-chairs as it deems necessary who shall serve at the pleasure of the Executive Committee. The Executive Committee shall also elect a secretary/treasurer.

4.

Powers of the Officers

Each officer elected shall serve at the pleasure of the Executive Committee up to a term of four (4) years. The Executive Committee shall elect or re-elect officers at least every four (4) years. Unless terminated by the Executive Committee or the respective city governing body, the officer shall perform the duties of office until a replacement has been elected. Meetings of the Executive Committee and ACSC shall be upon call of the chair or two (2) members of the Executive Committee. The Executive Committee shall meet at least annually. The chair is authorized by action of the Executive Committee to engage consultants and attorneys and to pay for such services.

5.

Termination of Membership

A city may terminate its membership by action of its governing body, or if said city fails to pay its membership fee in full within one-hundred eighty (180) days after notification of fee due. A city is considered notified on the day written notice is sent to its last designated representative on file with the secretary/treasurer.

6.

Money Held in Trust

The officers shall hold and manage all money collected in trust for the benefit of the member cities collectively. Officers may establish prudent fund accounts that accumulate funding for activities and to pay authorized expenses. Officers shall serve without pay, but may be reimbursed reasonable out-of-pocket expenses as approved by the Executive Committee. The City may request and receive a statement of ACSC revenues and expenses each year.

7.
Payment for Performance of Governmental Functions and Services Made from Current Revenues

By entering into this Agreement, City affirms that it is paying for the performance of governmental functions or services from current revenues available. The payments made under this agreement fairly and adequately compensates the ACSC for the services or functions performed under the contract.

8.
Legal Construction

In case any one or more of the terms, provisions, phrases or clauses contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable portion had never been contained herein.

9.
Entire Agreement

This contract embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

10.
No Other Obligations

By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

11.
Immunity

It is expressly understood and agreed that in the execution of this Agreement, neither City nor ACSC waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

12.
Authority

The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto, and each hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated above.

CITY OF _____, TEXAS

ATMOS CITIES STEERING COMMITTEE

BY: _____

Signature

Printed/Typed Name

Title

BY: _____

Signature

Printed/Typed Name

Title

**ATTEST:
CITY SECRETARY**

Signature

Printed/Typed Name