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## **Georgia Public Service Commission**

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

### **AGREEMENT BETWEEN THE GEORGIA PUBLIC SERVICE COMMISSION AND [CONSULTING FIRM NAME]**

An AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, (hereinafter, "AGREEMENT DATE") by and between the GEORGIA PUBLIC SERVICE COMMISSION, (hereinafter "GPSC"), whose address for the purpose of this AGREEMENT shall be 244 Washington Street, SW, Atlanta, GA 30334-5701, and [CONSULTING FIRM NAME] (hereinafter "CONSULTANT"), whose address for the purpose of this AGREEMENT shall be [CONSULTANT ADDRESS], to memorialize a certain AGREEMENT made and existing between the parties hereto beginning \_\_\_\_\_, 2023 (hereinafter referred to as "BEGINNING DATE").

**WITNESSETH**

WHEREAS, the GPSC desires to employ the services of a CONSULTANT who shall be selected by the GPSC to assist the STAFF (hereinafter referred to collectively as the "STAFF") of the GPSC and the Attorneys representing the STAFF; in providing general consulting assistance, but not limited to assisting the STAFF with Docket No. 32235: Generic Proceeding to Implement House Bill 168;

WHEREAS, the GPSC has the authority under Georgia Law to enter into such a contract; and

WHEREAS, the CONSULTANT is qualified to enter into such contract and has offered such services to the GPSC under the terms and conditions stated herein;

WHEREAS, the GPSC desires to enter into a contract for professional consulting services with the CONSULTANT for the performance of the duties described under the terms

and conditions stated herein;

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the satisfactory consideration each for the other hereby expressly recognized and agreed, the parties hereby contract for services in accordance with the following provisions.

## **ARTICLE I. SCOPE OF SERVICES**

The CONSULTANT shall perform the following services:

[INSERT AGREED-UPON PROCEDURES]

## **ARTICLE II. CONSULTANT'S RESPONSIBILITIES**

The CONSULTANT agrees that, for a period of one year following the completion of the project described in ARTICLE I herein, as well as during the time within which such duties are being performed, the CONSULTANT shall not enter into any employment with, or provide services to or on behalf of any company under the jurisdiction of the GPSC, or any subsidiary or affiliate of any such company. Additionally, the CONSULTANT must on their own action, disclose to the Attorneys for STAFF the fact and substance of any unauthorized contacts or representations made to the CONSULTANT outside the physical presence of Attorneys representing the STAFF or a GPSC STAFF member by persons known, or who reasonably should be known by the CONSULTANT to be associated, directly or indirectly, with any company referenced in this paragraph.

The GPSC shall inform the CONSULTANT of the GPSC'S policies and regulations with respect to such unauthorized contacts or representatives. At the conclusion of the work performed pursuant to this contract, the CONSULTANT shall affirm in writing that no unauthorized contacts were made or that such contacts were reported as required.

Non-compliance with this requirement may result in immediate cancellation of this contract and the institution of any additional proceeding deemed necessary or appropriate by the Attorneys representing the GPSC. The Attorneys representing the GPSC are authorized to use any reasonable method to ensure strict compliance with this requirement.

Upon completion of all tasks as described in the AGREEMENT and the CONSULTANT's proposal, the CONSULTANT agrees that any software, databases, or other analytical tools purchased or developed in support of activities covered under this AGREEMENT and any work product resulting from activities covered under this AGREEMENT become property of the GPSC. The CONSULTANT further agrees that such software, databases, analytical tools, or work products purchased, developed, or produced for the GPSC shall not be offered to any other entity in any manner whatsoever, in whole or in part,

without the permission of the GPSC.

### **ARTICLE III. TIME OF PERFORMANCE**

The period of performance of this contract shall be from the AGREEMENT DATE through the completion of tasks as described in ARTICLE I or until the GPSC shall determine that further performance is not needed and shall instruct the CONSULTANT to suspend performance; provided, however, that nothing herein shall prohibit the CONSULTANT from making appropriate fee and expense applications for work performed between the BEGINNING DATE and AGREEMENT DATE. In the event that performance shall be suspended upon instruction of the GPSC, the CONSULTANT shall be compensated for all work completed prior to said suspension according to allowed expenses and labor at the rates as stated in ARTICLE IV. COMPENSATION AND PAYMENT, below.

### **ARTICLE IV. COMPENSATION AND PAYMENT**

The CONSULTANT shall be paid a sum not to exceed \$[DOLLAR AMOUNT] for professional services and related expenses rendered under this contract (hereinafter, "CONTRACT AMOUNT").

The CONSULTANT's expenses are to include support for professional services, including but not limited to reasonable and necessary actual expenses (as approved by the GPSC) incurred by the Consultant for travel, lodging, meals, telephone, express mail delivery, computer charges, and copying costs. All such expenses shall be subject to the provisions of the "Consultant Billing Requirements for Reimbursement/Non-Reimbursement of Consultant Contract Charges" set forth in Exhibit A, attached hereto and incorporated herein by reference.

Maximum reimbursement amounts for daily meals for the CONSULTANT shall be a per diem of \$50.00 per full work day. For partial work days, each consultant must use the per meal reimbursement rates as follows:

Breakfast	\$7.50
Lunch	\$12.50
Dinner	\$30.00

To receive payment for services rendered hereunder, on a monthly basis the CONSULTANT shall submit to the GPSC monthly invoices for STAFF'S review and examination; provided however that prior to each monthly payment, the CONSULTANT must be in compliance with so much of this AGREEMENT as is applicable at the time. Prior to final payment the CONSULTANT shall have completed all obligations under this AGREEMENT. Invoices shall be submitted based on actual time and reasonable, necessary, and maximum allowable expenses expended on the contract work, with labor rates for the CONSULTANT'S personnel as shown below and in accordance with billing instructions contained in the GPSC'S Guidelines for Consultant Billing of Direct Reimbursable Charges to Contracts to be issued to

the CONSULTANT by the Utilities Division's Business Analyst once this contract is executed as shown below.

NAME AND TITLE	HOURLY RATE
_____	\$ _____ / hour
_____	\$ _____ / hour
_____	\$ _____ / hour
_____	\$ _____ / hour
_____	\$ _____ / hour

Additionally, the GPSC and the CONSULTANT further agree that the contract amount shall be subject to modification by agreement between the parties hereto to accommodate changes in workload required of the CONSULTANT due to subsequent changes in the scope and level of the CONSULTANT'S responsibilities not otherwise properly compensated by the amount originally stated in this AGREEMENT. Any such modification shall be agreed to in writing by the GPSC and the CONSULTANT. In the event modification of this AGREEMENT shall not be mutually agreed to by the CONSULTANT and the GPSC, the GPSC shall be the final arbiter of such modification.

Additionally, the GPSC and the CONSULTANT further agree that, if a work plan submitted by the CONSULTANT is utilized under this contract in order to provide general consulting assistance on a project or matter, the amount stated in a work plan approved by the STAFF shall be a "not to exceed" amount unless it is subject to modification by agreement between the parties hereto to accommodate changes in the workload required of the CONSULTANT due to subsequent changes in the scope and level of the CONSULTANT'S responsibilities not otherwise properly compensated by the amount originally stated in the work plan. Any such modification shall be agreed to in writing by the GPSC and the CONSULTANT. In the event the CONSULTANT and the GPSC shall not mutually agree to modification of a work plan compensation amount, the GPSC shall be the final arbiter of such modification.

Notwithstanding any other provision in this AGREEMENT, in the event that the appropriations from the Georgia General Assembly no longer exist or in the event that obligations of the GPSC incurred at any time exceed the balance of remaining unobligated funds, then this AGREEMENT shall terminate without further obligation of the GPSC.

## **ARTICLE V. RETENTION OF RECORDS**

The CONSULTANT shall keep and maintain all records and other documents pertaining to the performance of this AGREEMENT until the final payment of funds paid to the CONSULTANT by the GPSC pursuant to this contract. At such time, physical custody of the records and documents shall be returned to the GPSC.

The CONSULTANT shall be bound by and shall comply with Georgia Law and the provision of GPSC Rule 515-3-1-.11 relating to Trade Secrets should the provisions of that rule

become applicable during the course of this contract.

## **ARTICLE VI. NO TOLERATION OF UNACCEPTABLE BEHAVIORS**

CONSULTANT shall at all times conduct their business activities pursuant to this Agreement in a highly ethical manner and in compliance with all applicable laws and regulations. CONSULTANT shall not, at any time, exhibit the following:

1. Harassment or unlawful discrimination of any kind or character, including but not limited to conduct or language derogatory to any individual, race, color, religion, age, disability, veteran status, genetic information, gender, sex, sexual orientation, gender identity, national origin, or any classification protected by federal, state or local law, that creates an intimidating, hostile, or offensive working environment. Specific examples include, but are not limited to jokes, pranks, epithets, written or graphic material, or hostility or aversion toward an individual or group on the basis of a legally protected status.
2. Any conduct or acts such as threats or violence that creates a hostile, abusive, or intimidating work environment. Examples of such inappropriate behaviors include, but are not limited to abusive posturing, abusive language and/or written material, including but not limited to, emails, correspondence documents, notes, texts, etc.

## **ARTICLE VII. MISCELLANEOUS**

The CONSULTANT and the GPSC further mutually agree as follows:

1. The CONSULTANT and its subcontractors agrees to comply with all provisions of the “Georgia Security and Immigration Compliance Act” of 2006, as amended in the code sections of O.C.G.A. §13-10-90 and §13-10-91.
2. This AGREEMENT constitutes the entire agreement between the parties, and amendments thereto must be in writing and signed by the parties hereto.
3. The provisions of O.C.G.A. §45-10-20 PUBLIC OFFICERS AND EMPLOYEES, CODE OF ETHICS AND CONFLICTS OF INTEREST are not and will not be violated by the parties to this AGREEMENT.
4. The parties agree that in the execution of this AGREEMENT, they will not discriminate against any person on the basis of race, color, creed, religion, natural origin, sex or handicap.
5. By entering into this contract with the GPSC, the CONSULTANT hereby certifies that the CONSULTANT will not engage in the unlawful manufacture, sale,

distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract as set forth in O.C.G.A. §50-24-4.

- 6. The CONSULTANT acknowledges that the GPSC is a public entity with public powers and responsibilities in service of the state of Georgia. This AGREEMENT shall not be construed to impair GPSC public functions and powers.
- 7. CONSULTANT agrees to comply with the GPSC’S Trade Secret Requirements: Rule Section 515-3-1-.11 attached hereto and incorporated into this Agreement as Exhibit B.
- 8. This AGREEMENT shall be deemed to have been executed in Fulton County, Georgia, and shall be governed by, construed under, performed and enforced in accordance with the laws of the state of Georgia. The GPSC may lay venue for any action hereunder in Fulton County, Georgia, and may insist that any action brought respecting the subject matter hereof shall be brought in Fulton County, Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT effective as of the date stated above, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GEORGIA PUBLIC SERVICE COMMISSION

\_\_\_\_\_  
JASON SHAW  
CHAIRMAN

[CONSULTANT FIRM NAME]

\_\_\_\_\_  
[NAME OF OFFICER]  
[TITLE OF OFFICER]

\_\_\_\_\_  
FEDERAL TAX IDENTIFICATION NUMBER