

AGREEMENT

THIS AGREEMENT, made and entered into as of this 28th day of December, 2022, by and between AMERICAN GAS ASSOCIATION (AGA), a 501(c)(6) tax exempt non-stock entity incorporated in Delaware doing business at 400 N. Capitol Street, NW, Washington, DC 20001 and NATIONAL ENERGY AND UTILITY AFFORDABILITY COALITION, a 501(c)(3) tax exempt non-stock entity incorporated in Missouri doing business at P.O. Box 33878, Washington, DC 20033 (Contractor). AGA and Contractor are collectively referred to as the parties.

The parties agree as follows:

ARTICLE 1 - SCOPE OF WORK

- A. Contractor shall provide the following services to AGA (the work):
  - 1. Contractor shall create a resource directory that details, by state: (a) Federal Low Income Home Energy Assistance (LIHEAP) funds; (b) State LIHEAP or energy assistance funds; (c) Percentage of Income Payments Plans; (d) Universal Services Funds; (e) Ratepayer Funded Programs; (f) Nonprofit Fuel Funds, and (g) Other state or local resources that may be available for energy assistance. The work is generally set forth in Contractor's proposal, a copy of which is attached as Exhibit A and incorporated into this Agreement by reference. In the event of a conflict between the Attachment and the Agreement, the terms of the Agreement shall prevail.
- B. Contractor shall complete all of the work by June 30, 2023
- C. Contractor shall provide Katrina Metzler to head the Project. No change shall be made without prior written notification to and agreement by AGA.
- D. The AGA Project Manager shall be Richard Meyer or such other person as AGA may designate from time to time in writing.
- E. Along with the hard copy, an electronic version of the final report shall be delivered to AGA. The electronic copy shall be provided and be formatted in Microsoft Word.

ARTICLE 2 - FINANCIAL AND RELATED PROVISIONS

- A. Contractor shall be paid in accordance with the following rates or basis:

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1. Contractor shall be paid an amount not to exceed Thirty-one Thousand Four Hundred Dollars (\$31,400) ("Maximum Cost") for its professional services and expenses. AGA's maximum liability under this Agreement shall not exceed the Maximum Cost. The Contractor shall invoice monthly based on work completed according to the schedule below and in accordance with the budget outlined below. Additional work beyond the scope of the project as described in Exhibit A will be billed according to a rate and schedule as agreed upon in a subsequent written and signed agreement by AGA and the contractor.

Payment schedule

\$21,400 at contract signing

\$10,000 upon receipt of final online directory

2. Payments will be made within a reasonable time after receipt of invoices submitted to AGA and acceptance of the work performed. Invoices shall be sent to the attention of AGA Contracts Administration. Invoices shall be submitted in such form and detail as AGA may reasonably require with substantiating documentation as shall be requested (i.e.: copies of receipts for expenses exceeding \$25).

B. Contractor represents that the rates charged by it for its services under this Agreement shall be no greater than the rates charged by Contractor to any of its other clients for similar services.

C. Expenditures for attendance at meetings and seminars and for travel shall require the prior written approval of the AGA Project Manager. Air travel shall be reimbursed at the lowest common carrier air coach or economy rates in effect at the time of travel, irrespective of the amounts actually paid by Contractor.

D. Contractor shall maintain complete and accurate financial books and records with respect to the work to be performed pursuant to this Agreement. AGA may examine such books and records at any time prior to three (3) years after the date of final payment upon reasonable notice during normal working hours at the place where they are normally maintained.

ARTICLE 3 – STANDARD REQUIRED AND WARRANTIES

Contractor represents and warrants that:

A. All material heretofore submitted or to be submitted has been and shall be its own original literary, artistic and photographic work or that use thereof has been authorized.

B. Contractor shall exercise due professional care and competence, shall devote its best efforts to carrying out the work required by this Agreement and shall perform the work in accordance with that standard of professional care, skill and diligence normally provided by a professional or professional organization in the performance of similar work or services.

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C. Contractor's recommendations, guidance and performance, and that of any of its subcontractors retained to provide services under this Agreement, shall be in accordance with sound technical practice, professional standards, and the requirements of this Agreement.

D. Contractor, and its subcontractors, will fully comply with all applicable federal, state and local laws, ordinances and regulations.

#### ARTICLE 4 - TERMINATION AND MODIFICATION

A. AGA may at any time terminate this Agreement by notice in writing to the Contractor. In the event of such termination, AGA shall be liable only for those costs, which have been incurred and are reasonably acceptable to AGA on or prior to the date of delivery of such notice.

B. This Agreement may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions of the Agreement shall be binding unless in writing and signed by the parties.

#### ARTICLE 5 - ADVERTISING, PROMOTION AND CONFIDENTIALITY

A. Contractor shall not use the name "American Gas Association", any contraction, abbreviation, or simulation thereof, or any trademark, trade name or other device belonging to AGA, nor mention that the gas industry is providing support for the Agreement in any publicity, advertising, or other public presentation, whether written or oral, without the prior written approval of AGA.

B. All material prepared by Contractor pursuant to this MOU shall be property of the Contractor. Rights to any material or information furnished to Contractor by AGA or its members remain with their intellectual property owner.

Consistent with its 501(c)(3) status, Contractor will make all material or information developed under this agreement available in the to the public and the materials shall be considered in the public domain, this includes: providing hard copies of each state specific directory on LIHEAP Action Day, February 16, 2023; posting on Contractor's website; and making freely available electronically.

#### ARTICLE 6 - LIABILITY PROTECTION AND INDEMNIFICATION

Contractor agrees to defend, indemnify, reimburse and hold harmless AGA and its Board of Directors, officers, agents and employees from any and all claims, losses, costs, damages, expenses, demands, causes of action and judgments of any nature, including legal costs (including allocated costs of in-house counsel) and reasonable attorney's fees, arising from or relating to (a) any breach by Contractor of any provision of this Agreement or (b) any negligent act or omission of Contractor or any of Contractor's officers, agents or employees.

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ARTICLE 7 - INSURANCE REQUIREMENTS

Contractor shall carry Worker's Compensation and/or other social insurance in accordance with the statutory requirements of the jurisdiction in which the work will be performed. Contractor shall obtain and maintain sufficient Comprehensive General Liability Coverage covering all Contractor's operations under this Agreement. Contractor shall require any subcontractor to obtain and maintain similar insurance required of Contractor.

ARTICLE 8 - APPLICABLE LAW

The validity, construction, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware.

ARTICLE 9 - ASSIGNMENT AND DELEGATION

Neither party shall assign any right nor delegate any obligation under this Agreement without prior written consent of the other party. Any purported assignment or delegation in violation of this paragraph shall be void.

ARTICLE 10 - DUTY TO NEGOTIATE

The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute, the contract number and the relief requested. The recipient of such notice shall respond within ten days with a written statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority may meet at a mutually agreeable time and place within thirty days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.

ARTICLE 11 - ARBITRATION

The Parties agree that any and all disputes, claims or controversies arising out of or relating to this agreement, or breach thereof, that are not resolved by their mutual agreement within sixty days of the date of initial notice shall be settled by final and binding arbitration to be conducted in Washington, DC and administered by the American Arbitration Association ("AAA") or other nationally or internationally recognized arbitration organization mutually agreed to by the parties, under the applicable rules of the organization in effect at the time of the commencement of the arbitration unless the parties mutually agree otherwise. The arbitration shall be conducted pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. and

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judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of this Paragraph may be enforced by any Court of competent jurisdiction, and the party seeking enforcement of either the provisions of this paragraph or the arbitration award shall be entitled to a judgment of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

ARTICLE 12 - HEADINGS

The headings in the Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.

ARTICLE 13 - RELATIONSHIP OF PARTIES

This Agreement does not constitute or create a joint venture, partnership, agency relationship, or formal business organization of any kind, and the rights and obligations of the parties shall be only those of independent contractors.

This Agreement is effective as of the date set forth above by the authorized representatives of the Parties.

NATIONAL ENERGY AND UTILITY  
AFFORDABILITY COALITION

AMERICAN GAS ASSOCIATION

By:           *Katrina Metzler*          

By:           *Terri Oliva*          

Title:           Executive Director          

Title:           CHIEF FINANCIAL OFFICER          

Date:           1/13/2023          

Date:           1/6/2023