

**NATURAL GAS SUPPORT SERVICES AGREEMENT**  
*Between*  
**GEORGIA MUNICIPAL ASSOCIATION**

***And***

**ARTICLE I – EMPLOYMENT OF GMA**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the Georgia Municipal Association (hereinafter referred to as “GMA”) and the City of \_\_\_\_\_, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as “Participant”).

**WHEREAS**, GMA presently offers certain services to local government entities by way of a contractual arrangement with Brent Phelts and Associates, which services are designed to assist local governments in obtaining competitive pricing for the government’s retail consumption of natural gas;

**WHEREAS**, the CITY desires to utilize said services to obtain competitive pricing for the city’s retail consumption of natural gas for city purposes.

**ARTICLE II – SCOPE OF SERVICES**

GMA shall perform the following:

- a. Capture data on Participant’s natural gas accounts;
- b. Solicit Quotes and select a retail natural gas supplier or suppliers to provide natural gas;
- c. Recommend a pricing structure for the gas purchases;
- d. Arrange Contracts with the selected supplier on behalf of the Participant;
- e. Review invoice data for contract compliance;
- f. Advise Participants of markets and possible ways to better manage or reduce cost for the Participant under this and future contract periods.

**ARTICLE III – COMPENSATION**

Administrative costs for this service are recovered directly from the selected supplier and shall be included in the gas invoice and pricing structure. GMA may adjust its administrative fee, but the fee shall not exceed one cent (\$0.01) per therm of gas delivered.

## **ARTICLE IV – SELECTION OF A NATURAL GAS SUPPLIER**

GMA shall select a natural gas supplier to best meet the Participant's needs for reliable and low cost natural gas supplies. GMA shall bid and negotiate, arrange terms of service, and initiate service, and insure contracts are provided by supplier on behalf of the Participant. The Participant will be notified in writing of the supplier and contract terms. Once contracted for the service, the Participant agrees to pay the bills for retail natural gas supplies under the pricing and service terms agreed to with the selected supplier.

## **ARTICLE V – PRINCIPAL AGENT**

The Participant authorizes GMA to act as its agent for the services identified in this Agreement. GMA, as the Participant's agent, shall specifically have the ability to do all things necessary and appropriate to allow GMA to carry out its obligations under this Agreement, including but not limited to the authority to contact existing and prospective energy providers, gather energy-related information from energy providers, represent the Participant in energy-related rate, service, supply, and other negotiations, select an energy supplier on behalf of the Participant, and contract for energy purchases for and on behalf of the Participant for the term and purpose as specified herein. It is specifically agreed and understood that this appointment creates a principal-agent relationship for natural gas purchases, and it is not an assignment or assumption of the right and responsibilities under existing supply agreements.

## **ARTICLE VI – TRANSACTION AGREEMENT**

The specific accounts for which GMA shall provide the services set forth in this Agreement shall be listed by the Participant and attached in Appendix A or in subsequent correspondence for the program. It is understood that accounts may be added or removed from service during the term of this agreement by written notification from the Participant to GMA and by amendments to Appendix A.

## **ARTICLE VII – TERM OF AGREEMENT**

This Agreement shall terminate absolutely and without further obligation on the part of the Participant at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided for herein.

This Agreement shall commence as of \_\_\_\_\_, 200\_\_. It shall be automatically renewed for successive one-year terms thereafter, unless terminated by either GMA or the Participant by giving 90 days advance written notice of such termination to the other party. GMA shall

be entitled to payment for services rendered to the Participant as of the effective date of termination.

Failure of the Participant to make payments to the marketer selected by GMA shall constitute default on the part of the Participant. In the event of such default, GMA shall have the right to cease and discontinue providing all or any portion of the services provided or subscribed to under this Agreement upon ten days notice to the Participant.

## **ARTICLE VIII – INDEMNIFICATION**

Each Party shall be responsible for its own acts and will be responsible for all damages, costs, fees, and expenses which arise out of the performance of this Agreement and which are due to that Party's own negligent or tortious acts or other unlawful conduct and the negligent, tortious acts or other unlawful conduct of its respective subcontractors, officers and employees. To the extent permitted by applicable law, the Participant shall defend, indemnify and hold GMA and GMA's agent free and harmless against any claims, demands, actions, damages, expenses, fees and liabilities which are related in any way to the Participant's implementation of GMA's recommendations and findings made pursuant to this Agreement or use of the gas purchasing service pursuant to this Agreement.

## **ARTICLE IX – LIMITATION OF LIABILITY**

The Participant agrees that GMA's total aggregate limit of liability hereunder (whether in contract, by statute, in tort or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed the total of compensation received by GMA from its selected marketers directly related to the Participant's accounts. The Participant agrees that GMA shall not be liable to Participant for any indirect, incidental, special or consequential damages, any lost profits or any claim or demand against Participant by any other Party, arising out of or in connection with the performance of services hereunder.

## **ARTICLE X – REPRESENTATIONS AND WARRANTIES**

The Participant represents and warrants that they have the authority to enter into the agreement and does so in compliance with all legal requirements.

## **ARTICLE XI – COMPLETENESS OF CONTRACT**

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the

subject matter of this contract or any part hereof shall have any validity or bind any of the Parties hereto.

**CITY**

**GEORGIA MUNICIPAL ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Georgia Municipal Association Natural Gas Program  
(GMAGAS)**

Atlanta Gas Light Company System

**AGENT REPRESENTATION FORM**

The undersigned agrees to participate in the Georgia Municipal Association program for purchasing natural gas and hereby authorizes GMA to arrange suppliers. The GMA's program manager, Phelts & Associates, is hereby authorized to establish gas service, establish rates and fixed prices for such service, and request data from supplier and Atlanta Gas Light.

This AGENT REPRESENTATION for natural gas is effective upon date signed and until further notice.

\_\_\_\_\_  
Name of City / County / Housing Authority / School System (Name to be on contracts)

\_\_\_\_\_  
Address - Street; City Zip Code

\_\_\_\_\_  
Phone # Fax # email address

Submitted By \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_  
Signature Title

Please establish the following terms:

Start Date: \_\_\_\_\_.

Terms shall be 12 months, provided a special \_\_\_\_\_ month term is not specified.

All fixed price request will be given to the program manager by email or phone and confirmed in writing to assure agreements are correct.

Any required Summary Invoice Mail Address is below: \_\_\_\_\_  
\_\_\_\_\_

FACILITY LIST: The Atlanta Gas Light Company (AGLC) accounts have been provided to the program manager, or are attached.

