

Revised 7/15

**COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL**

OAG Number: 1807-25

Acct. Template: G2ORI

NTE Amount: \$14,485.00 including travel

STANDARD CONTRACT
FOR LITIGATION SUPPORT SERVICES
PURSUANT TO KRS 45A.095

**This contract is
effective from:** July 1, 2024 through
June 30, 2025.

This contract is made and entered into by and between the OFFICE OF THE ATTORNEY GENERAL, Commonwealth of Kentucky, hereinafter referred to as the Agency or as the First Party, and

**Brubaker and Associates, Inc.
PO Box 412000
St. Louis, MO 63141-2000**

hereinafter referred to as the Contractor or as the Second Party.

WHEREAS, the Agency in the exercise of its lawful duties, has determined the necessity of the performance of the following-described function(s):

Provide expert and consulting services regarding revenue requirement in the matter of Electronic Application of Fleming-Mason Energy Cooperative, Inc. for a General Adjustment of Rates in PSC Case Number 2023-00223.

WHEREAS, the Agency has concluded that either State personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

WHEREAS, the Second Party is available and would be qualified to perform such function;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows;

SERVICES

The Second Party (the Contractor) will perform the services which are described with particularity in the attached letter and as described below:

- A. Review and analyze testimony and exhibits, studies and other information submitted by the utility or associated with the project and advise the Agency's staff of the contractor's analysis and conclusions.
- B. Prepare memoranda or other preliminary analyses.
- C. Confer with members of the Agency's staff or other interested parties, as the Agency may direct.
- D. Assist in the identification of other consultants who may be needed to assist the Agency in formal proceedings if such assistance is required.
- E. Be available during the contract period to consult with Agency staff.

F. Perform other similar tasks that may be required to prepare for a formal proceeding.

CONSIDERATION

A. FEE & INVOICING

As fee for the services set forth in this contract above, the Agency agrees to pay the Contractor for services performed to be paid in the following manner or on the following terms: See Attachment A.

Upon invoice and approval by agency contact. Invoices must be approved in writing by OAG staff person assigned to review invoices before payment can be made.

The Contractor's invoice(s) must be signed by the Contractor and shall include not less than the following information:

Name of contractor, mailing address, SS # or Fed. ID #, hours worked, description of services performed, case number and contract number.

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by the Agency.

Travel time, if required, not to be billed, but paid at the state rate for mileage and in accordance with state travel regulations.

No payment on this contract shall be made prior to the effective date of this contract.

B. MAXIMUM FOR FEE AND EXPENSES

The Contractor's fee and expenses shall not exceed a total of **\$14,485.00**

EXTENSIONS

At the expiration of its initial term, this contract may, at the option of the parties hereto, be extended upon the same terms and conditions as set forth herein for further periods not to exceed twelve (12) months each, subject to the advance approval of the Attorney General.

CONFIDENTIAL INFORMATION

Contractor agrees to treat all non-public written and oral information communicated to it by OAG in connection with the Services as confidential ("Confidential Information"). Contractor shall only disclose Confidential Information to third parties at the discretion of the OAG or by court order upon providing OAG with prior notice of having received an order.

SOCIAL SECURITY

The parties are cognizant that the State is not liable for Social Security contributions pursuant to 42 U.S. Code, Section 418, relative to the compensation of the Second Party for this contract.

CANCELLATIONS

Either party may cancel this agreement at any time for cause or may cancel without cause on thirty (30) days written notice.

FUNDING OUT PROVISION

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

REDUCTION IN CONTRACT WORKER HOURS

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

AUTHORIZED TO DO BUSINESS IN KENTUCKY

The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

If a foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its response. It is the determination of the OAG that an expert witness or litigation support services are exempt in accordance with KRS14A.9-010 (2) (a) in that they are maintaining, defending or settling any procedure.

CONFLICT OF INTEREST LAWS AND PRINCIPLES

The Contractor hereby certifies by his signature hereinafter that he is legally entitled to enter into the subject contract with the Commonwealth of Kentucky and certifies that he is not and will not be violating any conflict-of-interest statute (KRS 45A.330-45A-340, 45A.990, 164.390, or any other applicable statute) or principle by the performance of this contract

CHOICE OF LAW AND FORUM PROVISIONS

All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

DISCRIMINATION:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or

age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

MINIMUM WAGE FOR THE COMMONWEALTH'S SERVICE PROVIDERS

The contractor, and all subcontractors therein, shall pay to any worker directly performing a service called for in the contract, and to any person who provides a service ancillary thereto for at least 20% of his or her working time in any given work week, a minimum of \$10.10 per hour, or \$4.90 per hour for tipped employees, for those hours worked in connection with the contract.

Examined as to Form & Legality: Christopher Thacker

FIRST PARTY:

Stacy R. Woodrum
Exec. Director/Administrative Services

June 14, 2024
Date

SECOND PARTY:

Michael Hornum
Signature

June 12, 2024
Date

ATTACHMENT A

<u>Title</u>	<u>Name</u>	<u>Hourly Rate</u>
Managing Principal	Mike Gorman	\$295
Principal	Greg Meyer	\$225
Consultant	James Leyko	\$175
Consultant	Jeremy Hagemeyer	\$160
Associate	Christopher Walters	\$205
Consultant	Matthew Smith	\$175
Analyst	Sarah Beyer	\$95