



**FULTON COUNTY**

**CONTRACT DOCUMENTS FOR  
SWC001-SPD0000037-0002  
MEDIA BUYING SERVICES**

**For**

**FULTON COUNTY BOARD OF HEALTH**

## **Contract Agreement**

This Agreement for Media Buying Services for the Fulton County Board of Health is made and entered into by and between Fulton County, Georgia, a political subdivision of the State of Georgia, on behalf of the Fulton County Board of Health, hereinafter referred to as "County" or "Owner" and The Interconnect Group hereinafter referred to as "Consultant."

### **Contract Documents**

Fulton County and Consultant agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement;
- II. Terms and Conditions of Georgia Department of Administrative Services Statewide Contract Number SWC 99999-001-SPD0000037-002, which is hereby incorporated in its entirety as if fully stated herein; and
- III. Attachment A, Scope of Services and Compensation

This Agreement was approved by the Fulton County Board of Commissioners on July 21, 2017, BOC Item# 17-0581.

### **Term**

**The term of this Agreement is from July 1, 2017, through December 31, 2017. All creative services and media placements shall be completed by September 30, 2017, with all invoicing and reporting completed by December 29, 2017. All media placements shall run during the term of the contract.**

**Assignment or Modification This contract may not be assigned or modified except with the expressed consent of the Parties in writing.**

### **Indemnification**

Consultant shall, to the fullest extent permit by law, indemnify the County and protect defend, indemnify and hold harmless the County, its officers, officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any firm or subcontractor; or anyone for whose acts any of them may be liable in

b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Contractor in the performance of Contract services; or

c) Liens, claims or actions made by the Contractor or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or its subcontractor(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit acts, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

Consultant agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the Georgia Department of Administrative Services Statewide Contract Number SWC99999-001-SPD0000037-002. Consultant agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

This Agreement shall be construed and governed in accordance with the laws of the State of Georgia, and proper venue for any actions arising out of this Agreement shall be in the Superior Court of Fulton County.

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Consultant to: Health District Director  
Fulton County Board of Health

10 Park Place  
Atlanta, Georgia 30303  
Attn: Kathleen E. Toomey, M.D., M.P.H.  
Email: [kathleen.toomey@fultoncountyga.gov](mailto:kathleen.toomey@fultoncountyga.gov)


With a copy to: Director  
Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Attn: Felicia Strong-Whitaker  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)

And by the County to: The Interconnect Group, Inc.

{Please provide information}

The parties to this service agreement agree to the above referenced conditions:

**FULTON COUNTY, GEORGIA**

  
\_\_\_\_\_  
John H. Eaves  
For Chairman  
Fulton County Board of Commissioners

  
\_\_\_\_\_  
Tonya Grier  
Interim Clerk  
Fulton County Board of Commissioners



Approved as to Content:

  
\_\_\_\_\_  
Kathleen E. Toomey, M.D., M.P.H.  
Health District Director  
Fulton County Board of Health

Approved as to Form:

\_\_\_\_\_  
Office of the County Attorney

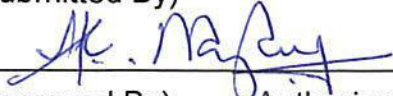
ITEM # 17-0581  
REGULAR MEETING

RM 07/19/2017

**THE INTERCONNECT GROUP, INC.**

NARAYAN SWAMY

(Submitted By)



(Approved By)

Authorized Representative

PRESIDENT & CEO

(Title)

Date: 08/15/2017



## **ATTACHMENT A**

### **Scope of Services**

The Consultant shall provide media buying services for the Fulton County Board of Health in accordance with the Media Site table included below. The Interconnect Group will work closely with a project team from the Fulton County Board of Health to execute plans for health education, promotion, and communications for the Partnerships to Improve Community Health ("PICH") campaigns which are satisfactory in content and presentation to the Board of Health through completion of:

1. A creative brief and strategies for the tobacco-smoke free campaign, including paid and earned media activities.
2. Media plan and corresponding media buys, showing how the responder will leverage paid media buys.
3. Timeline
4. TV, radio, online and billboard advertisements related to specific policy, systems and environmental changes around tobacco use prevention in each community area and to include multiple formats, as determined by target audience and other formative research.
5. Final reporting of campaign output and outcome measures by the end of September 2017
6. Number and value of placements; media impressions; social media views, shares, retweets, comments:
  - News releases on programs and services currently provided by PICH to promote tobacco-smoke free (bars/restaurants, and multi-unit housing)
  - Local media coverage to promote PICH health news, local health events
  - Audience participation and interaction related to events and tools used
  - Number of media hits from print, television, radio coverage and web postings
  - Number of media inquiries from reporters
  - Participant survey results
  - Statewide and local data
  - Submitted success stories

### COMPENSATION

The County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$800,000.00 (Eight Hundred Thousand Dollars and No Cents). The detailed costs are provided in the attached Tables:

Media Site	Media Cost	Cost
40 billboards across North, South and Central Fulton locations run for 3 months add on @ 40 locations	\$83,333 monthly (\$2,083.33 per billboard)	\$250,000
Television Media Paid On-Air and Online Ad spots On air personality spokesperson, production, accompanying digital media for targeted groups/demographics for 3 months add on	\$100,000 monthly	\$300,000
Radio Media Broadcast Ad spots On air personality spokesperson, production for 3 month add on	\$70,000 monthly (\$3,500 per radio station per 20 stations at 3 months)	\$210,000
Administrative Cost of Media Procurement Planning group meetings, Media Planning, Production, Procurement, Creative coordination, trafficking and reporting and Marketing strategy, placement and reporting services	\$12,666 monthly (3 months)	\$38,000
<b>TOTAL</b>		<b>\$798,000</b>

The contracted media company will charge a fee structure that aligns with customary charges for an array of a multifaceted media services for a variety of digital broadcast media, including television and radio and billboards. The campaign will be designed to maximize the listener and viewer base. An assessment of needs and opportunities will determine specific focus of print media, broadcast and online media strategies, as well as event marketing. Most content will be created and adapted to the specific focus of the Partnerships to Improve Community Health Program (PICH) Tobacco-Free/Smoke-Free Living initiative, specifically the Proud To Be Smoke-Free Fulton Campaign. In most instances new content may need to be developed or purchased. The stated Administrative Cost represents 5.0% of the total cost of the media being

purchased, which is customary in the industry for administrative and media buying services.

Specific explanations for the media services listed above include:

**Radio/TV:** Promotion of the campaign will be widely distributed by buying TV and Radio time for 30-second and 60-second spots on regular TV and Radio programming. The ads will need to be written, voiced and produced.

**Online/Mobile:** Banner and pop-up advertisements on high-traffic websites reaching target audiences will be designed and produced and space will be purchased.

**Digital Billboards:** Ads and space on digital billboards in target locations will be designed, produced and purchased.

**Administrative Cost of Media Procurement:** The contractor will need to participate in meetings with Fulton County staff and media outlet representatives to provide information about media content, to discuss production requirements and costs, to receive feedback regarding proposed placements and content, to produce content and to oversee placement logistics.

**Licensing Fees and Content Creation:** Most content will be produced by the PICH Team or the contractor, requiring production costs such as graphic design and video production, charges for professional voice overs and on-camera narration associated with customizing TV and radio advertisements, and for customization for visual and print media outlets.

### **INVOICING AND PAYMENT**

Contractor shall submit weekly invoices for work performed during the previous week, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** The County shall make payments to Consultant within ten (10) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree



that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.