



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR 21RFP0914B-EC**

**STATE INTERGOVERNMENTAL & INTERAGENCY  
AFFAIRS SERVICES**

**For**

**DEPARTMENT OF EXTERNAL AFFAIRS**

# STATE OF GEORGIA

**Secretary of State**

**Corporations Division**

**315 West Tower**

**#2 Martin Luther King, Jr. Dr.**

**Atlanta, Georgia 30334-1530**

## CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

**GEORGIA PUBLIC AFFAIRS, LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/16/2011** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on August 16, 2011



A handwritten signature in black ink, appearing to read 'B. P. Kemp', written in a cursive style.

Brian P. Kemp  
Secretary of State

*Index of Articles*

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONSULTANT</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>

*Exhibits*

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

## CONTRACT AGREEMENT

Consultant: Georgia Public Affairs, LLC

Contract No.: 21RFP0914B-EC, State Intergovernmental & Interagency Affairs  
Services for Department of External Affairs

Address: PO Box 78602  
City, State Georgia, 30357

Telephone: 404-295-2775

Email: [clayton@georgiapa.com](mailto:clayton@georgiapa.com)

Contact: John P. Clayton  
Principal

This Agreement made and entered into effective the 1st day of January, 2022, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Georgia Public Affairs, LLC**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Department of External Affairs hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform assist the County on a broad range of issues involving state policy and engagement with state officials in the General Assembly, State agencies, and engagement with elected and appointed officials, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [not applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;

- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 1, 2021 BOC# 21-0962.

#### ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

#### ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to assist the County on a broad range of issues involving state policy and engagement with state officials in the General Assembly, State agencies, and engagement with elected and appointed officials. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

**a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on 1<sup>st</sup> day of January, 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of

funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2023 and shall end no later than the 31<sup>st</sup> day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2024 and shall end no later than the 31<sup>st</sup> day of December, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.



## ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$119,976.00 (One Hundred Nineteen Thousand, Nine Hundred Seventy-Six Dollars and Zero Cents), which is full payment for a complete scope of work.

## ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all matters pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

## ARTICLE 12. SUSPENSION OF WORK

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

### ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

### ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties

not under its control nor affiliated with the Consultant in any manner.

#### ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

#### ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

#### ARTICLE 22. **INDEMNIFICATION**

**22.1 Professional Services Indemnification.** With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**22.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**22.3 Defense.** Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

**22.4 Separate Counsel.**

**22.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**22.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

#### ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

#### ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any

sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

#### ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. 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.

#### ARTICLE 27. **PROHIBITED INTEREST**

##### Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

##### Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article



shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of External Affairs  
Director  
141 Pryor Street, SW, Suite 3090  
Atlanta, Georgia 30303  
Telephone: 404-612-8303  
Email: [Jessica.Corbitt@FultonCountyGa.gov](mailto:Jessica.Corbitt@FultonCountyGa.gov)  
Attention: Jessica Corbitt-Dominquez

**With a copy to:**

Department of Purchasing & Contract Compliance  
Chief Purchasing Agent  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Georgia Public Affairs, LLC  
Principal  
PO Box 78602  
Georgia, 30357

Telephone: 404-295-2775  
Email: [clayton@georgiapa.com](mailto:clayton@georgiapa.com)  
Attention: John P. Clayton

#### ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

#### ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

#### ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and

provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

**ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

**ARTICLE 40. INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, 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 thirty (30) 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.

**County's Right to Withhold Payments:** The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County

in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. **TAXES**

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

#### ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

#### ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONSULTANT:

**FULTON COUNTY, GEORGIA**

**GEORGIA PUBLIC AFFAIRS, LLC**

DocuSigned by:  
*Robert L. Pitts*  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

DocuSigned by:  
*John P. Clayton*  
John P. Clayton  
Principal



ATTEST:

ATTEST:

DocuSigned by:  
*Tonya R. Grier*  
Tonya R. Grier  
Clerk to the Commission

Secretary/  
Assistant Secretary

( Affix County Seal)



(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*Dominique Martinez*  
Office of the County Attorney

DocuSigned by:  
*Sue Caylor*  
Notary Public

APPROVED AS TO CONTENT:

County: Bartow

DocuSigned by:  
*Jessica Corbitt*  
Jessica Corbitt-Dominquez,, Director  
Fulton County Office of External Affairs

Commission Expires: 08/17/24  
DocuSigned by:  
(Affix Notary Seal)



<b>ITEM#:</b> _____ <b>RCS:</b> _____	<b>ITEM#:</b> 2021-0962 <b>RM:</b> 12/1/2021
<b>RECESS MEETING</b>	<b>REGULAR MEETING</b>

# **ADDENDA**



Date: October 13, 2021

Project Number: #21RFP0914B-EC

Project Title: State Intergovernmental & Interagency Affairs Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

**ADDENDUM NO. 1**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 13 day of October, 2021.

Georgia Public Affairs  
Legal Name of Bidder/Proposer

  
Signature of Authorized Representative

Principal  
Title



**EXHIBIT A**

**GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Consultant must assume full responsibility for delivery of all goods and services proposed.
4. The Consultant must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The Consultant must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the Consultant and not the County is responsible for contacting the manufacturer. The Consultant is solely responsible for arranging for the service to be performed.
6. The Consultant shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the Consultant, Fulton County may procure the articles or services from another source and hold the Consultant responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

## **EXHIBIT B**

### **SPECIAL CONDITIONS**

**(Not Applicable for this project)**

**EXHIBIT C**

**SCOPE OF WORK**

## SCOPE OF WORK

---

The Consultant will:

1. Assist the County on a broad range of issues involving state policy and engagement with state officials in the General Assembly, State agencies, and engagement with elected and appointed officials.

The selected firm will also develop strategies to identify state funding opportunities for County priorities related to airports, surface transportation and transit, law enforcement, courts, housing, economic development, and health and human services; assist the County in working on program compliance, as needed.

In coordination with Fulton County officials, firm may act as a liaison on behalf of the County with the State of Georgia offices specifically with agencies handling appropriations, legislation, and policies of interest to the County.

Consultant will:

- Assist with the development a state legislative priorities and organize meetings with legislators and agency heads to present those priorities.
  - Communicate the County's positions and policies to appropriate legislators, agency and regulatory officials, and other key stakeholders.
  - Identify, monitor and advise the County on State legislative, regulatory, executive and administrative proposals or actions which may impact the County's revenue, governance, or operations.
  - Assist with securing State funding for the County's priority projects through grants, discretionary funding, or appropriations.
  - Arrange and/or participate in advocacy efforts with associations, governmental and business organizations to further the County's State agenda and interests.
  - Collaborate and coordinate work strategies with the Department of External Affairs and other designated County leadership.
  - Attend and testify, when needed, at County meetings.
  - Provide briefings on impending actions and analysis on executive, regulatory or legislative proposals and actions; regular progress reports on activities, based on agreed upon schedules.
  - And assist in other intergovernmental relations matters as needed.
2. Services will require meetings outside of the contractor's office including government facilities and may require travel.
  3. Services are provided on behalf of the Fulton County Board of Commissioners to further policy proposals—legislative, regulatory and administrative—that advance positive impacts for Fulton County residents.
  4. The highest priority task for this project is the successful adoption of Fulton County's adopted legislative priorities, and successful outcomes of Fulton County's priorities with state agencies. Further, this project requires demonstration of successful

working relationships with state elected and appointed officials, and successful participation in meetings and discussions with elected officials, political appointees, business leaders, and other stakeholders. The successful proposer will also provide relevant data, political reports and policy updates.

5. Consultant will:

- Provide input and counsel during the annual development of Fulton County legislative priorities and other policy proposals relevant to Georgia state government, including feasibility, impact and implementation strategy.
- Identify funding opportunities, including grants, appropriations, and direct funding requests, and develop successful strategies for securing identified funding.
- Develop and implement engagement strategies with members of the Georgia General Assembly, lead officials with key state agencies and other elected and official leaders within Georgia State Government.
- Provide weekly reports during the legislative session, and monthly reports during all other portions of the year. Provide policy briefs at other key interval.
- Communicate regularly with the Department of External Affairs leadership and other officials as needed.

**EXHIBIT D**

**PROJECT DELIVERABLES**



## PROJECT DELIVERABLES

---

The County has identified the following deliverables which are significant work products and/or milestones for this project. The County requires these deliverables be included but are not limited in the Statement of Work ("SOW").

1. List any milestones, major project deliverables or project submittals with specific due dates or time frames.

A variety of Project Deliverables will be required to fulfill the services outlined in the Scope of Work (3.3), including but are not limited to:

- Annual legislative priorities report to include analysis of key legislation of relevance to Fulton County.
  - Weekly reports due every Friday at noon during the legislative session and monthly reports at all other times to include analysis of legislative or policy activity related to Fulton County
  - Memoranda and meeting agendas for strategy development and engagement.
  - Additional timely updates on key legislation during sessions.
  - Notes and reports on any delegation or committee meetings of relevance to Fulton County.
  - All deliverables shall be provided via email in .pdf or MS Word document format.
2. The selected firm will be expected to yield successful implementation of Fulton County's legislative and other priorities related to state government.
  3. Weekly legislative reports are due each week during the legislative session on Friday by noon. Monthly reports are expected during all other months.
  4. Performance will be discussed during at the end of each legislative session. Formal contract performance will be evaluated annually.
  5. The Department of External Affairs will communicate directly with the contractor in a timely manner to convey expectations and to respond to any questions, challenges or concerns.

**EXHIBIT E**

**COMPENSATION**

## COMPENSATION

---

The County agrees to compensate the Consultant as follows:

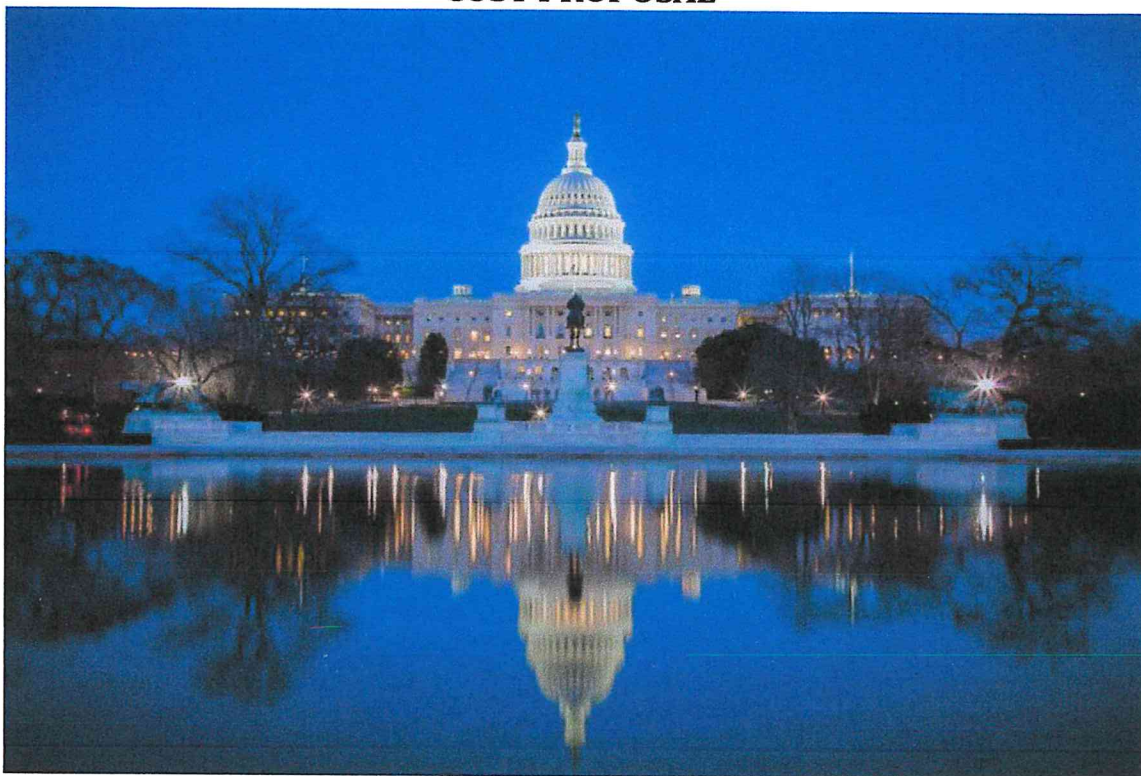
County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$119,976.00. The detailed costs are provided on the following page(s):

**GEORGIA PUBLIC AFFAIRS**

*Helping Improve the Government Experience*

*www.georgiapa.com*

***COST PROPOSAL***



Lobbying and Intergovernmental Consultant Services for Fulton County RFP #21RFP0914B-EC.

***Total Cost Proposal Total:*** ***\$ 119,976/Year or  
\$ 9,998/Month***

In order to correctly reflect our proposal we have established hourly rates for the Key Personal proposed in the RFP.

Using Ryland McClendon, Terry Coleman, and John Clayton, as Key Personnel.

Respectfully Yours,

A handwritten signature in blue ink, appearing to read "John Clayton". The signature is stylized and written over a white background.

John Clayton, Principal  
Georgia Public Affairs

**EXHIBIT F**

**PURCHASING FORMS**

SAVE FORM

CITY OF ATLANTA AFFIDAVIT
O.C.G.A. § 50-36-1(E)(2) AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT
SUBMITTED TO DEPARTMENT OF FINANCE -OFFICE OF REVENUE

By executing this affidavit under oath, as an applicant for a(n) Occupational Tax Certificate [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from the City of Atlanta, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) I am a United States citizen. Please see link for acceptable forms of identification: http://law.ga.gov/immigration-reports
2) I am a legal permanent resident of the United States. \*\* Please see link for acceptable forms of identification: http://law.ga.gov/immigration-reports
3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.\*\* Please see link for acceptable forms of identification: http://law.ga.gov/immigration-reports

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Cartersville (City), GA (State).

Signature of Applicant [Handwritten Signature] Date 10/4/21
Printed Name of Applicant Tom Clayton

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 4 DAY OF Oct, 2021.

[Handwritten Signature] NOTARY PUBLIC / SEAL
My Commission Expires: 08-17-24

NAME OF BUSINESS: Georgia Public Affairs
BUSINESS LICENSE ACCT NO.:
SALES TAX ID NO.:
(Only if Applicable)
SUE CAYLOR NOTARY PUBLIC BARTOW COUNTY GEORGIA EXPIRES 08/17/2024

E-VERIFY FORM

CITY OF ATLANTA AFFIDAVIT
O.C.G.A. § 36-60-6(d) E-VERIFY PRIVATE EMPLOYER AFFIDAVIT OF COMPLIANCE
SUBMITTED TO DEPARTMENT OF FINANCE -OFFICE OF REVENUE

By executing this affidavit under oath, as an applicant for a(n) Occupational Tax Certificate [Occupational Tax Certificate, Alcohol License or other document required to operate a business] as referenced in O.C.G.A. § 36-60-6(d), from the City of Atlanta, Georgia, the undersigned applicant representing the private employer known as Georgia Public Affairs, LLC [printed name of private employer] verifies one of the following with respect to my application for the above mentioned document:

- 1) Fill out this section between January 1, 2012, and June 30, 2012.
(a) On January 1st of the below signed year the individual, firm, or corporation employed more than five hundred (500) employees.
(b) On January 1st of the below signed year the individual, firm, or corporation employed less than five hundred (500) employees.

If the employer selected 1(a) please fill out Section 4 below.

- 2) Fill out this section between July 1, 2012, and June 30, 2013.
(a) On January 1st of the below signed year the individual, firm, or corporation employed more than one hundred (100) employees.
(b) On January 1st of the below signed year the individual, firm, or corporation employed less than one hundred (100) employees.

If the employer selected 2(a) please fill out Section 4 below.

- 3) Fill out this section on or after July 1, 2013.
(a) On January 1st of the below signed year the individual, firm, or corporation employed more than ten (10) employees.
(b) On January 1st of the below signed year the individual, firm, or corporation employed less than ten (10) employees.

If the employer selected 3(a) please fill out Section 4 below.

- 4) The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as listed below:

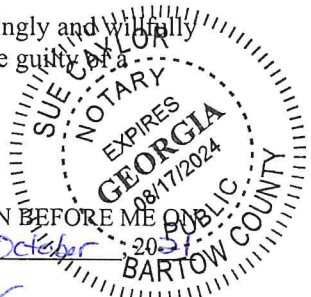
Federal Work Authorization User Identification Number: Scla1781
BUSINESS ACCOUNT NO.: 570625
Date of Authorization: 01/2013
SALES TAX ID NO. (Only if Applicable)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties allowed by such statute.

Executed in Cartersville (City), GA (State).

Signature of Authorized Officer or Agent: [Handwritten Signature]
Printed Name of and Title of Authorized Officer or Agent: [Handwritten Name and Title]

SUBSCRIBED AND SWORN BEFORE ME THIS THE 4 DAY OF October, 2021.
NOTARY PUBLIC/SEAL: [Handwritten Signature]
My Commission Expires: 08-17-24



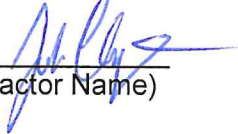
STATE OF GEORGIA  
COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with Georgia Public Affairs on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program\* User Identification Number

Georgia Public Affairs, LLC 

BY: Authorized Officer of Agent (Insert Contractor Name)

Principal

Title of Authorized Officer or Agent of Contractor

John Clayton

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12<sup>th</sup> day of October, 2021

Notary Public: Aue Caylor

County: Bartow

Commission Expires: 08/17/2024



<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



**#21RFP0914B-EC**

**FORM B:  
GEORGIA SECURITY & IMMIGRATION SUBCONTRACTOR AFFIDAVIT &  
AGREEMENT**

STATE OF GEORGIA  
COUNTY OF FULTON

*NA*  
*\* Not Using Subcontractor*

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with Georgia Public Affairs behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Seal)

Commission Expires: \_\_\_\_\_  
(Date)

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**#21RFP0914B-EC**

**FORM C:  
LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

STATE OF GEORGIA  
COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Georgia Public Affairs is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Georgia Public Affairs  
(BUSINESS NAME)  
285 Centennial Park Dr NW, Unit 2008  
Atlanta GA  
(FULTON COUNTY BUSINESS ADDRESS)

Manager  
(OFFICIAL TITLE OF AFFIANT)

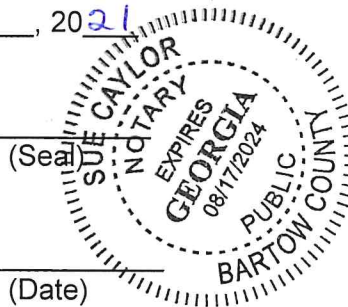
John Clayton  
(NAME OF AFFIANT)

[Signature]  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 14 day of October, 2021

Sue Caylor  
(Notary Public)



Commission Expires: 08/17/2024  
(Date)

**#21RFP0914B-EC**

**FORM D:**

**SERVICE-DISABLED VETERAN PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We (John Clayton),  
Name

Manager  
Title

Georgia Public Affairs  
Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: John Clayton TITLE: Manager

SIGNATURE: [Signature]

ADDRESS: 285 Centennial Park Dr. NW, Unit 2008, Atlanta, GA 30313

PHONE NUMBER: 404 295 2775 EMAIL: clayton@georgiape.com

**STATE OF GEORGIA  
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF  
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror NOT ELIGIBLE is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

\_\_\_\_\_  
(BUSINESS NAME)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

**NOT ELIGIBLE**

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires: \_\_\_\_\_  
(Date)

## Schedule of Minority and Women Owned Business

Georgia Public Affairs prides itself on being an equal opportunity company. With half of our team being made up of minorities and females, we have a very diverse staff. Here at Georgia Public Affairs, we believe in the importance of inclusion. Whether we are working with clients, Representatives at the Capitol, or working in the community, we make a commitment to go above and beyond to offer the same services and opportunities to everyone.

A diverse staff means we are able to celebrate multiple approaches and points of view. We believe diversity drives innovation and creation, so we are building a culture where difference is valued. We are consistently growing our network of clients, resources, and tools all designed to help the community grow and come together while doing so. When we say we want to build for everyone, we mean everyone. To do that well, we built a team that is representative of the communities and clients we serve.

Our team is proud of our diversity and our ability to attract team members that are judged on solely their character and ability. **For this proposal, our team is 33% female and 33% racial minority.** In the political world perception is paramount to success. We seek to portray a team that reflects the makeup of our state.

Furthermore, on the next page we have included our Equal Business Opportunity Plan which outlines our employment practices.



## **GEORGIA PUBLIC AFFAIRS**

*Helping Improve the Government Experience*

*www.georgiapa.com*

### **Equal Business Opportunity Plan**

It is the policy of the **Georgia Public Affairs** to provide for and promote equal employment opportunity in employment compensation and other terms and conditions of employment without discrimination based on age, race, creed, color, national origin, gender, sexual orientation, disability, marital status, Vietnam Era Veteran status, genetic predisposition, or carrier status.

**Georgia Public Affairs** is committed to assuring equal employment opportunity and equal access to services, programs and activities for individuals with disabilities. It is the policy of the **Georgia Public Affairs** to provide reasonable accommodation to a qualified individual with a disability to enable such individual to perform the essential functions of the position for which he/she is applying or in which he/she is employed. Further, it is the policy of the **Georgia Public Affairs** to provide reasonable accommodation for religious observers.

The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, job application process, examination and testing, hiring, training, disciplinary actions, rate of pay or other compensation, advancement, classification, transfer, reassignment and promotions. **Georgia Public Affairs** designated person for issues concerning Affirmative Action/Equal Employment Opportunity is **(John Clayton, PO Box 78602, Atlanta, GA 30305, 4042952775, clayton@georgiapa.com)**.

There are many opportunities within this scope of work to utilize minority participation once the General Assembly has begun. This could come in the form of interns, office staff, or new team members. This is based on need and issue development.

Georgia Public Affairs is always reaching out to local college career centers to inquire about future staff needs. As a practice we reach out the Historical Black Colleges and Universities (HBCU's) as well as private female college in Georgia at every opportunity for our staff needs.

**#21RFP0914B-EC**

**FORM E:  
DISCLOSURE FORM AND QUESTIONNAIRE**

**Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

John Clayton, sole owner

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Steady growth over the last 5 years.  
Every year since 2010, revenues have increased.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Georgia Public Affairs was awarded the contract #18RFP082918K-DJ and has successfully worked with Fulton County for the last three years under that contract. The same team is proposed to continue – John Clayton, Terry Coleman, and Ryland McClendon.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One:            ~~YES~~            NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One:            ~~YES~~            NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One:            ~~YES~~            NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:            ~~YES~~            NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:            ~~YES~~            NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:

YES

NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.


Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 12<sup>th</sup> day of October, 2021

John Clayton  
(Legal Name of Proponent) (Date)

 10/12/2021  
(Signature of Authorized Representative) (Date)

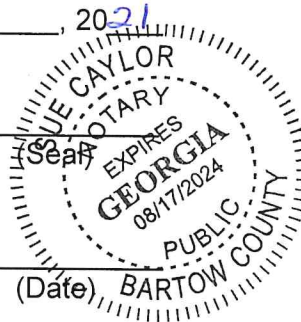
Principal  
(Title)

Sworn to and subscribed before me,

This 12<sup>th</sup> day of October, 2021

  
(Notary Public)

Commission Expires 08/17/2024



(Date) BARTOW COUNTY

**#21RFP0914B-EC**

**FORM F:  
PROFESSIONAL LICENSE**

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name:

Performing work as: Prime Contractor  Subcontractor/Sub-Consultant \_\_\_\_\_

Professional License Type:

Lobbyist

Professional License Number:

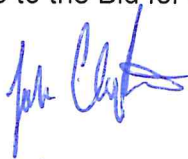
L20050605

Expiration Date of License:

Annual Renewal

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

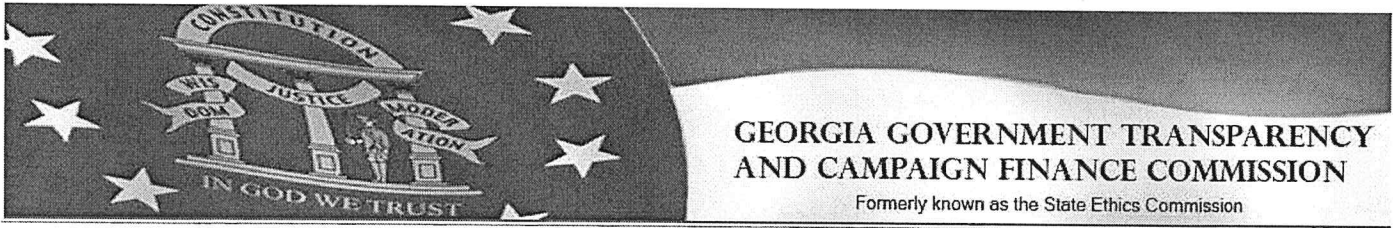


Date:

10/12/2021

**(ATTACH COPY OF LICENSE)**





**Search Lobbyist**

- By Name
- By Group
- By Expenditures
- Lobbyist Roster

**LOBBYIST REGISTRATION AND DISCLOSURE REPORTS**

**Search Other Report**

- Business Transaction Reports
- Campaign Reports
- Personal Financial Reports & Affidavits
- Lobbyist Reports
- Late/Non-Filer Reports
- Vendor Gifts Reports
- CFC Main Search

[CFC Home Page](#)

Name: **JOHN CLAYTON**  
 FilerID: L20050605  
 Address: PO BOX 78602  
 City/State/Zip: ATLANTA, GA 30357  
 Telephone: (404) 295 - 2775



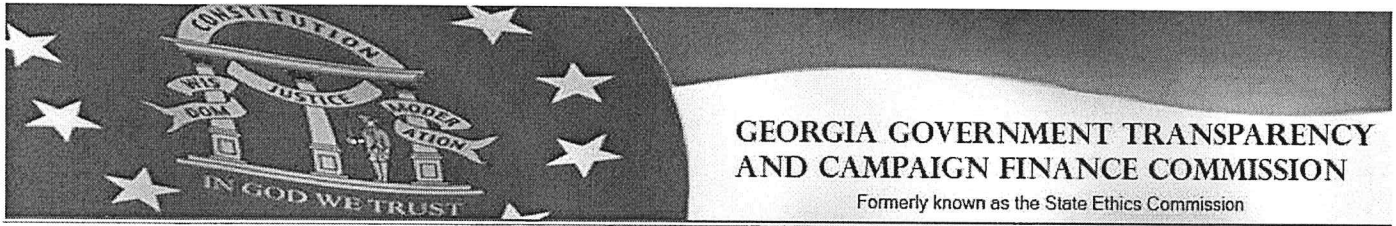
Year	Date Registered	First Name on Badge
2021	1/12/2021	JOHN
2020	12/2/2019	JOHN
2019	12/28/2018	JOHN
2018	12/5/2017	JOHN
2017	1/5/2017	JOHN
2016	12/15/2015	JOHN
2015	1/13/2015	JOHN
2014	1/8/2014	JOHN
2013	12/19/2012	JOHN
2012	1/11/2012	JOHN
2011	12/15/2010	JOHN
2010	12/17/2009	JOHN
2009	12/29/2008	JOHN
2008	1/2/2008	JOHN
2007	12/18/2006	JOHN
2006	12/28/2005	JOHN

- LOBBYIST GROUP INFORMATION (Click to Expand Information)
- LOBBYIST REPORT INFORMATION (Click to Expand Information)

[New Search](#)

10/8/21, 10:37 AM

Lobbyist Reports Search | Georgia Government Transparency and Campaign Finance Commission of Georgia of Georgia



**Search Lobbyist**

- By Name
- By Group
- By Expenditures
- Lobbyist Roster

**Search Other Report**

- Business Transaction Reports
- Campaign Reports
- Personal Financial Reports & Affidavits
- Lobbyist Reports
- Late/Non-Filer Reports
- Vendor Gifts Reports
- CFC Main Search

[CFC Home Page](#)

**LOBBYIST REGISTRATION AND DISCLOSURE REPORTS**

**Name:** RYLAND NEEDOM McCLENDON  
**FilerID:** L20190066  
**Address:** 1469 VILLAGE PARK CT. NE  
**City/State/Zip:** BROOKHAVEN, GA 30319  
**Telephone:** (404) 431 - 1053



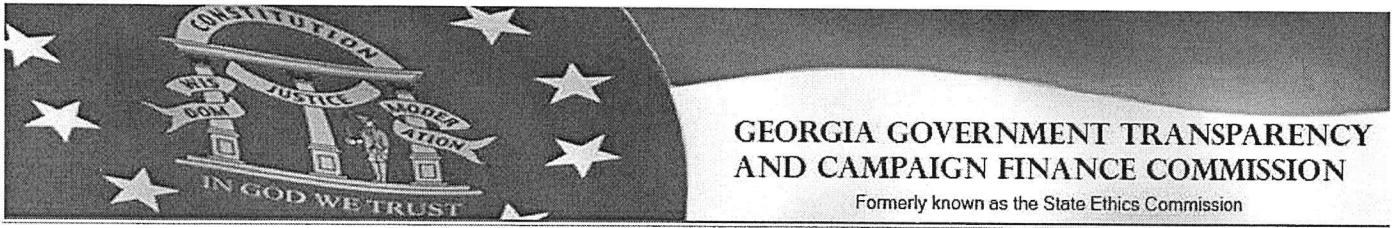
Year	Date Registered	First Name on Badge
2021	12/9/2020	RYLAND
2020	1/6/2020	RYLAND
2019	1/16/2019	RYLAND

LOBBYIST GROUP INFORMATION (Click to Expand Information)

LOBBYIST REPORT INFORMATION (Click to Expand Information)

[New Search](#)

srv2



**Search Lobbyist**

- By Name
- By Group
- By Expenditures
- Lobbyist Roster

**Search Other Report**

- Business Transaction Reports
- Campaign Reports
- Personal Financial Reports & Affidavits
- Lobbyist Reports
- Late/Non-Filer Reports
- Vendor Gifts Reports
- CFC Main Search

[CFC Home Page](#)

**LOBBYIST REGISTRATION AND DISCLOSURE REPORTS**

**Name:** TERRY L COLEMAN  
**FilerID:** L20130159  
**Address:** 1118 ASHTON BLUFF DR.  
 SUITE A  
**City/State/Zip:** ATLANTA, GA 30319  
**Telephone:** (404) 827 - 0075



Year	Date Registered	First Name on Badge
2021	12/1/2020	TERRY
2020	12/30/2019	TERRY
2019	12/28/2018	TERRY
2018	1/12/2018	TERRY
2017	12/24/2016	TERRY
2016	1/6/2016	TERRY
2015	12/15/2014	TERRY
2014	1/2/2014	TERRY
2013	7/9/2013	TERRY

LOBBYIST GROUP INFORMATION (Click to Expand Information)

LOBBYIST REPORT INFORMATION (Click to Expand Information)

[New Search](#)

srv2

E-VERIFY FORM

CITY OF ATLANTA AFFIDAVIT
O.C.G.A. § 36-60-6(d) E-VERIFY PRIVATE EMPLOYER AFFIDAVIT OF COMPLIANCE
SUBMITTED TO DEPARTMENT OF FINANCE -OFFICE OF REVENUE

By executing this affidavit under oath, as an applicant for a(n) Occupational Tax Certificate [Occupational Tax Certificate, Alcohol License or other document required to operate a business] as referenced in O.C.G.A. § 36-60-6(d), from the City of Atlanta, Georgia, the undersigned applicant representing the private employer known as Georgia Public Affairs, LLC [printed name of private employer] verifies one of the following with respect to my application for the above mentioned document:

- 1) Fill out this section between January 1, 2012, and June 30, 2012.
(a) On January 1st of the below signed year the individual, firm, or corporation employed more than five hundred (500) employees.
(b) On January 1st of the below signed year the individual, firm, or corporation employed less than five hundred (500) employees.

If the employer selected 1(a) please fill out Section 4 below.

- 2) Fill out this section between July 1, 2012, and June 30, 2013.
(a) On January 1st of the below signed year the individual, firm, or corporation employed more than one hundred (100) employees.
(b) On January 1st of the below signed year the individual, firm, or corporation employed less than one hundred (100) employees.

If the employer selected 2(a) please fill out Section 4 below.

- 3) Fill out this section on or after July 1, 2013.
(a) On January 1st of the below signed year the individual, firm, or corporation employed more than ten (10) employees.
(b) On January 1st of the below signed year the individual, firm, or corporation employed less than ten (10) employees.

If the employer selected 3(a) please fill out Section 4 below.

- 4) The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as listed below:

Sc1a1781
Federal Work Authorization User Identification Number
01/2013
Date of Authorization

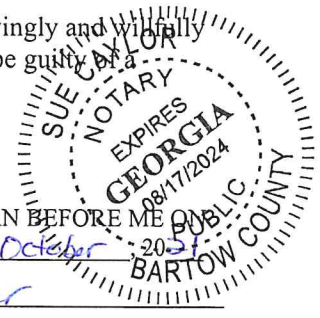
BUSINESS ACCOUNT NO.
SALES TAX ID NO. (Only if Applicable)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties allowed by such statute.

Executed in Cartersville (City), GA (State).

Signature of Authorized Officer or Agent
Printed Name of and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 4 DAY OF October 2013
NOTARY PUBLIC/SEAL
My Commission Expires: 08-17-24



## **EXHIBIT G**

# **OFFICE OF CONTRACT COMPLIANCE FORMS**

## SECTION 6 - CONTRACT COMPLIANCE REQUIREMENTS

### NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

#### Title VI Non-Discrimination Policy

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

### DETERMINATION OF GOOD FAITH/UTILIZATION EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor with regard to this the project should be documented using Exhibit C, Subcontractor Contact Form.

Prime contractors must provide documentation of efforts to include, but not limited to:

1. A list all firms contacted during the solicitation phase but are not included as a subcontractor or supplier participant.
2. Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize certified firms shall include:
  - Pre-bid/proposal conferences, Meet and Greet the Prime, Pre-qualification meetings

- Other efforts to solicit participation.
3. A list of publications where the advertisement was placed as well as a copy of the advertisement that must include at a minimum:
- Project scope of work,
  - Project location
  - Location(s) of where plans and specifications may be viewed or obtained and
  - Subcontracting/trade opportunities

### **PROMPT PAYMENT**

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

### **REQUIRED FORMS**

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** complete and upload Exhibits A through C and the Utilization Plan, if applicable, as described in Section 3.2, Format & Proposal Submission Instructions.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B1 – Schedule of Intended Subcontractor Utilization
- Exhibit B2 – Subcontractors & Suppliers Form
- Exhibit C – Subcontractor Contact Form Utilization Plan (If applicable)

### **UTILIZATION REPORTING (Post Award)**

The awardee(s) will be required to report **all** payments from the County to the prime contractor, and prime contractor payments to subcontractors, sub-consultants and suppliers (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

**WORK CATEGORY: Professional Services**

Based on the above-referenced work category, the availability of MBE and FBE firms available for subcontracting participation/opportunities is:

**WORK CATEGORY AVAILABILITY:**

**16.83% MBE and 3.41% FBE (Subcontracting Level)**

Any firm designated as certified by the County and is engaged by the successful Prime Contractor who performs a commercially useful function in the execution of the project will be eligible for participation credit using the following certified designations:

MBE –Minority Business Enterprise

FBE - Female Business Enterprise

SBE – Small Business Enterprise

DBE – Disadvantage Business Enterprise

SDVBE – Veteran Owned Business Enterprise



## **NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROGRAM** **REMINDERS**

1. Certification: It is the Prime Contractor's responsibility to verify that subcontractor/sub-consultants included in their bid/proposal are certified. The County accepts certifications from the Georgia Minority Supplier Development Council (GMSDC); Women Business Enterprise National Council (WBENC), Small Business Administration (SBA); VETBIZ; Department of Transportation (GDOT) and; the City of Atlanta, Office of Contract Compliance.
2. Reporting: The successful bidder/proposer must submit a monthly subcontractor utilization report of all payments using the automated B2GNOW Payment Software Program. This requirement will be discussed with the awardee at the Kick-Off/Pre-Construction meeting.
3. Exhibit B1 – Schedule of Intended Subcontractor Utilization: It is required that the bidder/proposer designated as the "Prime Contractor" list and submit information on all subcontractors (*including majority firms*) they solicited for quotes and plan to utilize for the project. Failure to submit this form may result in your bid/proposal being declared non-responsive.
4. Directories of Certified Firms: To access Directories of certified firms of Fulton County or the entities from whom Fulton County accepts certifications, see web links below:

Fulton County Government

<https://fultoncountyga.diversitycompliance.com> Click "Search Registered Directory" for Certified Vendors

City of Atlanta Government

<https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-contract-compliance>

Scroll down and Click "Portal" to search for Certified Vendors

VETBIZ

<https://www.vip.vetbiz.ga.gov/>

Scroll down to bottom. You will see "Search Business" to search for Service-Disabled Veteran Business Enterprise Certified Vendors.

GDOT

<http://www.dot.ga.gov/>

Click drop down arrow on "Doing Business" then click "DBE Program". Scroll down, click on "Directories" drop down arrow then click on "UPC Directories" to search for Certified Vendors.

GMSDC – Georgia Minority Supplier Development Council

<https://gmsdc.org/>

WBENC – Women's Business Enterprise National Council

<https://www.wbenc.org/certification>

SBA – Small Business Administration

<https://www.sba.gov/>

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Georgia Public Affairs

ITB/RFP Name & Number: #21 RFP 0914 B-EC

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT , is  a minority or female owned and controlled business enterprise.  African American (AABE);  Asian American (ABE);  Hispanic American (HBE);  Native American (NABE);  White Female American (WFBE);  Small Business (SBE);  Service Disable Veteran (SDVBE)  Disadvantage Business (DBE) **\*\*If yes, Prime must submit a copy of recent certification.**

Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ \_\_\_\_\_ Or 100 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)	<u>N/A</u>	(b.)	<u>N/A</u>
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

No Sub-Contractors will be used

Total Dollar Value of Certified Subcontractors: (\$)

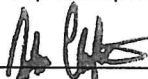
N/A

Total Percentage of Certified Subcontractors: (%)

N/A

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  Title: Principal

Business or Corporate Name: Georgia Public Affairs

Address: PO Box 78602 Atlanta GA 30357

Telephone: ( 678 ) 719 8417 / 404-295-2775

Fax Number: ( ) N/A

Email Address: clayton@georgia.pa.com

**UTILIZATION REPORT – Post Award**

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

**EXHIBIT B2 FORM  
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE  
PERFORMANCE OF THE SCOPE OF WORKSERVICES(S), IF AWARDED ARE LISTED BELOW**

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation

*No Sub Contractors  
will be used*

*PPK*



EXHIBIT C FORM  
SUBCONTRACTOR CONTACT FORM

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone

No Sub Contractors  
will be used

Company Name: Georgia Public Affairs

Project # & Title: #21 RFP 0914 B-EC

Printed Signature: Sohn Clayton

Date: 10-04-21

**EXHIBIT H**

**INSURANCE AND RISK MANAGEMENT  
FORMS**

## **Insurance and Risk Management Provisions Intergovernmental & Interagency Affairs Services**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits that the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- X, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

### **Accordingly the Respondent shall provide a certificate evidencing the following:**

#### **1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

#### **2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000



- |  |                    |              |
|--|--------------------|--------------|
| <b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b> <i>(If applicable)</i> |                    |              |
| <b>Bodily Injury &amp; Property Damage</b>                               | Each Occurrence    | \$1,000,000  |
| (Including operation of non-owned, owned, and hired automobiles).        |                    |              |
| <b>4. UMBRELLA LIABILITY</b> <i>(If applicable)</i>                      | Each Occurrence    | \$1,000,000  |
| (In excess of above noted coverages)                                     |                    |              |
| <b>5. PROFESSIONAL E &amp; O LIABILITY</b>                               | Per Occurrence/Agg | \$500,000/1M |

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

### Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

### **Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

### **USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where Applicable).

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

### **PROTECTION OF PROPERTY**

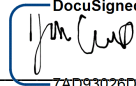
Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Georgia Public Affairs

SIGNATURE:  \_\_\_\_\_  
7AD93026D68D4A0...

NAME: John P. Clayton

TITLE: Principal

DATE: 12/08/2021

A handwritten signature in black ink, appearing to be 'A. P. K.' with a stylized flourish at the end.



# Fulton County

## Legislation Details

**File #:** 21-0962      **Version:** 1      **Name:**  
**Type:** CM Action Item - Open & Responsible Government      **Status:** Passed  
**File created:** 10/13/2021      **In control:** Board of Commissioners  
**On agenda:** 12/1/2021      **Final action:** 12/1/2021  
**Title:** Request approval of a recommended proposal - Department of External Affairs, 21RFP0914B-EC, State Intergovernmental & Interagency Affairs Services in the amount not to exceed \$119,976.00 with Georgia Public Affairs, LLC (Atlanta, GA) to provide State Intergovernmental Affairs Services. Effective January 1, 2022 to December 31, 2022 with two renewal options. (APPROVED)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. EVALUATION COMMITTEE RECOMMENDATION LETTER.doc, 2. FY2022 Contractor Performance Report\_GA Public Affairs\_State IGA

Date	Ver.	Action By	Action	Result
12/1/2021	1	Board of Commissioners		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Watkins Insurance Agency P. O. Box 1179 Cartersville, GA 30120 Josh Watkins <b>770-382-1972</b>		<b>CONTACT NAME:</b> Sarah Daves <b>PHONE (A/C, No, Ext):</b> 770-382-1972 <b>FAX (A/C, No):</b> 678-792-7763 <b>E-MAIL ADDRESS:</b> sarah@watkinsinsurancega.com	
<b>INSURED</b> Georgia Public Affairs LLC PO Box 78602 Atlanta, GA 30357			<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Auto Owners <b>INSURER B:</b> Guard Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
			<b>NAIC #</b> 18988 31470

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		80139758	01/18/2021	01/18/2022	EACH OCCURRENCE \$ <b>1,000,000</b>
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>						
							MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liabi	X		JOPL297568	09/01/2021	09/01/2022	Ech Claim \$ <b>500,000</b> Aggregate \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured's general liability policy includes Blanket Additional Insured (endorsement attached)

### CERTIFICATE HOLDER

### CANCELLATION

<b>FULTON-1</b>  Fulton County Government Purchasing & Contract Compliance Department 130 Peachtree St SW Ste1168 Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---