

1 **A RESOLUTION ESTABLISHING AN AGREEMENT FOR AN ANTI-SEX HUMAN**
2 **TRAFFICKING ADVERTISING CAMPAIGN TO SUPPORT FULTON COUNTY'S GOAL OF**
3 **ENSURING THAT ALL CITIZENS ARE SAFE; AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, human trafficking has become an issue of significant concern in Fulton
6 County due to it being a transportation hub, a convention destination and a growing mecca for
7 the entertainment and sports industries; and

8 **WHEREAS**, human trafficking creates conditions deleterious to public health, safety and
9 the general welfare of all citizens; and

10 **WHEREAS**, Fulton County desires to provide an anti-sex trafficking campaign designed
11 to educate, inform and enable persons who are subjected to human trafficking to obtain help
12 and services; and

13 **WHEREAS**, Fulton County wishes to engage Fitzgerald & Company, Inc. ("Agency")
14 through a pro bono advertising agreement to serve as the advertising agency with respect to
15 Fulton County's anti sex-trafficking campaign; and

16 **WHEREAS**, the Fulton County Board of Commissioners is committed to ensuring the
17 safety and of its citizens and communities throughout Fulton County, Georgia.

18 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
19 adopts this Resolution for Fulton County to enter into the pro bono advertising agreement with
20 the Agency, which will provide an anti-sex trafficking campaign.

21 **BE IT FURTHER RESOLVED**, that the Agency shall analyze the campaign, conceive
22 and execute advertising and marketing recommendations and plan to meet marketing
23 requirements for the campaign; plan, create and supervise production of all advertising for the
24 campaign; order the materials and talent, check the advertising, auditing and paying of bills for
25 third party suppliers and render invoices to Fulton County, which will be responsible for
26 production, out of pocket and other third party expenses in accordance with the pro bono
27 advertising agreement.

1 **BE IT FURTHER RESOLVED**, that the pro bono advertising agreement shall be
2 approved as to form by the County Attorney prior to its execution.

3 **BE IT FURTHER RESOLVED**, that this Resolution shall become effective when adopted
4 by the Board of Commissioners and that all resolutions, ordinances, and code sections in
5 conflict with this Resolution are hereby repealed to the extent of the conflict.

6 **BE IT FURTHER RESOLVED**, that if any section, subsection, sentence, clause, phrase,
7 or portion of this Resolution is for any reason held invalid or unconstitutional by any court of
8 competent jurisdiction, such portion shall be deemed a separate, distinct and independent
9 provision, and such holding shall not affect the validity of the remaining portions hereof.

10 **SO PASSED AND ADOPTED**, this ____ day of December, 2018.

11
12 **FULTON COUNTY BOARD**
13 **OF COMMISSIONERS**

14
15 SPONSORED BY:

16
17
18
19 _____
20 Robert L. Pitts, Chairman
21 Fulton County Board of Commissioners
22

23
24
25 ATTEST:

26 APPROVED AS TO FORM:

27
28
29 _____
30 Jessie A. Harris,
31 Clerk to the Commission

32 _____
33 Jerolyn Webb Ferrari,
34 Interim County Attorney
35

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made and entered into as of _____, 2018 (“Effective Date”), by and between Fulton County, Georgia, with offices at 141 Pryor Street SW, Atlanta, GA 30303 (“Company”) and Fitzgerald & Company, Inc., with offices at 944 Brady Avenue Northwest, Atlanta, GA 30318 (“Agency”).

Company and Agency are involved in a potential business relationship in connection with which each may disclose to the other valuable proprietary information relating to its operations and business. Each party desires to protect the confidentiality of, and maintain its rights and prevent the unauthorized use and disclosure of such information in the course of their negotiations and in the event the parties enter into such business relationship. Accordingly, the parties agree as follows:

1. **Confidentiality:** Each party (“Recipient” or “Discloser”, as applicable) agrees to preserve as confidential any and all non-public business, technical and financial information related to the business activities of the other party, its clients and affiliates that may be disclosed to, received or observed by, the Recipient from the Discloser (“Confidential Information”). Confidential Information includes, but is not limited to, trade secrets, know-how and information relating to technology, computer programs, customers, business plans, promotional and marketing ideas and activities, finances, pricing, costs and other business affairs, that generally is not known to the public. Confidential Information may be contained in tangible materials, such as drawings, models, data, specifications, software and software documentation, reports, compilations, correspondence, writings and computer programs, or may be disclosed orally.

The restrictions set forth herein shall not apply to any portion of the Confidential Information which:

- (i) is or becomes through no fault of the Recipient part of the public domain;
- (ii) was already known to the Recipient at the time of disclosure;
- (iii) is independently developed by the Recipient without reference to or use of any Confidential Information received from the Discloser;
- (iv) is lawfully obtained by the Recipient from a third party outside of this Agreement; or
- (v) is required to be disclosed pursuant to law, judicial order or government regulation so long as the Recipient promptly notifies the Discloser prior to disclosure.

For two (2) years after the Effective Date, the Recipient:

- (i) shall hold the Confidential Information in trust and confidence for the Discloser and shall protect the Confidential Information with the same degree of care as the Recipient employs for the protection of its own trade secrets and confidential information (but in no event shall such care be less than that which is commercially reasonable);
- (ii) other than to the extent necessary to comply with the reasonable requests of its auditors or other professional consultants, shall disclose the Confidential Information only to the Recipient’s employees or agents on a “need to know” basis (and advise such employees or agents of the obligations assumed herein), and to any other party with the Discloser’s prior written consent (so long as the Recipient has written agreement with the party sufficient to require that party to treat Confidential Information in accordance with this Agreement); and
- (iii) shall only use and reproduce the Confidential Information for the limited purpose of performing its duties pursuant to the business relationship between the parties.

2. Ownership and Return: The Recipient acknowledges and agrees that all of the Confidential Information of the Discloser is and shall remain the sole and exclusive property of the Discloser, free of any and all claims of the Recipient. Upon the expiration of the obligations under this Agreement or an earlier request by the other party, the Recipient shall have no right to keep or use and shall promptly return to the Discloser all Confidential Information in the Recipient's possession or control. Without limiting the foregoing, Recipient agrees that, to the extent the Confidential Information contains any pricing or cost information, such Confidential Information will not be stored in any database, nor grouped or aggregated with other data (even if Discloser is not identified as the source of the data).

3. License: No license to the Recipient under any trademark, patent, copyright, mask work protection right or any other right, title or interest whatsoever is either granted or implied by conveying Confidential Information. None of the Confidential Information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by the Discloser to the Recipient, of any kind, and, in particular, with respect to the non-infringement of trademarks, patents copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons.

4. Miscellaneous:

- (i) This Agreement constitutes the entire understanding between the parties as to the Confidential Information and merges all prior discussions between the parties relating thereto;
- (ii) each party hereto acknowledges that this Agreement does not in any way, expressly or implied, create any obligation on either party to pursue or consummate any business or other relationship;
- (iii) this Agreement shall be interpreted, construed and enforced according to the laws of the state of Georgia, to include the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., which may subject certain Confidential Information to release, without giving effect to its conflict of laws provisions;
- (iv) this Agreement shall inure to and bind the successors and assigns of the respective parties; provided, however, that nothing herein shall be construed to permit the sale, assignment or delegation of the parties' interests and/or obligations hereunder;
- (v) no amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives. Facsimile signatures shall have the same force and effect as original signatures;
- (vi) this Agreement does not create a joint venture, partnership or other formal business, relationship or entity of any kind or obligation to form and such relationship or entity;
- (vii) any failure of Discloser to enforce Recipient's strict performance of any provision hereof will not constitute a waiver of Discloser's right to subsequently enforce such provision or any other provision hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

FULTON COUNTY, GA

FITZGERALD & COMPANY, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRO BONO ADVERTISING AGENCY AGREEMENT

This letter of agreement ("**Agreement**") sets forth the terms and conditions under which Fitzgerald & Company, Inc. ("**Agency**"), agrees to serve as advertising agency for Fulton County, Georgia ("**Client**") in the United States with respect to Client's anti-sex trafficking campaign (collectively, the "**Campaign**"), effective as of _____, 2018 (the "**Effective Date**").

1. SERVICES.

(a) Subject to a ("**Scope of Work**") substantially in the form set forth in Exhibit A attached hereto ("**Form Scope of Work**"), Agency shall furnish the customary services rendered by an advertising agency ("**Services**"), including (i) the study and analysis of the Campaign; (ii) conceiving and executing advertising and marketing recommendations and plans to meet the marketing requirements for the Campaign; (iii) planning, creating, and supervising production of all advertising for the Campaign; (iv) ordering the necessary materials and talent; (v) checking the advertising; (vi) auditing and paying bills of third party suppliers; and (v) rendering invoices to Client for the charges incurred for its advertising.

(b) Nothing in this Agreement shall be deemed to require that Agency undertake to do any act or perform any services which in its judgment would be misleading, false, libelous, unlawful or otherwise prejudicial to the interests of Client or Agency.

2. AGENCY STATUS. Agency is authorized to act on Client's behalf as Client's agent in order to perform the services outlined in Section 1 above and to secure materials required to execute Client's advertising. In contracting with respect to production of materials and acquisition of rights relating thereto, Client hereby authorizes and agrees that Agency may contract with third parties on Client's behalf on the basis of sequential liability, whereby Agency will be solely liable for payment to the extent that amounts have cleared from Client to Agency and Client will be solely liable to such third parties with respect to payments due such third parties to the extent that such amounts have not cleared to Agency.

3. CLIENT APPROVALS. Notwithstanding anything in this Agreement to the contrary, Agency will secure Client's express written approval before making any expenditures or commitments on Client's behalf. Written approval of production cost estimates by Client will constitute approval of the costs and charges included therein. If the costs and charges are more than ten percent (10%) higher than the estimate, Client's further written approval will be required. All commitments made on Client's behalf with Client's approval become Client's responsibility to pay.

4. REQUEST FOR MODIFICATIONS. Client reserves the right to modify, revise, or cancel any plans, schedules, or work, and in the event Client notifies Agency that Client wishes to do so, Agency will take steps as soon as practicable to give effect to Client's instructions. In connection with any such action, Client agrees to pay Agency according to the terms of this Agreement, including but not limited to reimbursing Agency for all expenses incurred relating thereto prior to the effective date of termination; to assume Agency's liability for all contracts and commitments Agency is unable to cancel; and to reimburse Agency for any cancellation penalties incurred.

5. **AGENCY COMPENSATION.** The parties acknowledge that the Services performed by Agency pursuant to this Agreement are being rendered on a pro-bono basis. However, Client shall be responsible for production, out of pocket and other third party expenses in accordance with this Agreement.
6. **EXPENSES.**
- (a) **Production and Out-of-Pocket Expenses.** Client shall reimburse Agency for all production and out-of-pocket expenses incurred for Client's account in connection with Agency's rendition of the Services provided that such expenses are approved by Client in accordance with Section 3, above.
- (b) **Talent Payments.**
- (i) Agency's expenditures and costs for talent fees, testimonials and releases (including talent re-use payments, union fees and travel) will be billed to Client at Agency's out-of-pocket cost, provided that such expenses are approved by Client in accordance with Section 3, above.
- (ii) If Agency handles payments and records for taxes and withholdings on payments to talent, Client will reimburse Agency at cost for out-of-pocket expenses paid including employer taxes on payroll and other employer payments required by law. If Agency arranges for talent payments to be made through a third party retained by Agency, Client will reimburse the Agency for out-of-pocket expenses incurred or paid for employer taxes on payroll and other employer payments required by law plus the handling fee charged by any third party retained by the Agency to make such payments and maintain such records, provided that such expenses are approved by Client in accordance with Section 3, above.
- (iii) Client acknowledges and agrees that Agency is or may become a signatory to certain union or guild agreements (the "**Union Agreements**"), including the Screen Actors Guild Commercials Contract and the American Federation of Television and Radio Actors Commercials Contract, governing the hiring and use of performers in commercial materials and that the production and use of commercial materials produced by Agency on Client's behalf therefore will be subject to the terms and conditions of these Union Agreements.
- (iv) Client will be responsible for paying Agency all amounts that may be due pursuant to these Union Agreements. Prior to Agency's delivery of any commercials to Client or to any stations or other media or venues (or at any other time that Agency reasonably requests), Client agrees to complete and sign a union or guild form of Transfer of Rights/Assumption Agreement with respect to such commercials.
- (v) If this Agreement is terminated for any reason, then any contract that Agency has entered into with talent, shall, simultaneously on the effective date of such termination, be automatically assigned to Client or to Client's agent. Client shall assume all of the rights and obligations under such contracts arising thereafter and Agency shall be relieved of any further responsibility or liability with respect thereto. Client shall assistance in the defense of any claim, suit or proceeding made or brought against Agency based upon a claim arising after the assignment of such contract.

7. **BILLING.**

- (a) **Production Expenses.** Production billing shall be based on estimates, with eighty-five percent (85%) of any given estimate being paid when any project concept is approved by Client, and the remainder being paid within ten (10) days after completion of the applicable project.
- (b) **Other Expenses.** Invoices for all other expenses shall be paid by Client within thirty (30) days of invoice date and shall itemize Agency's direct, out-of-pocket expenses incurred during the relevant period, including expenses for travel, messengers, postage and/or entertainment.
- (c) **Disputed Amounts.** In the event that there is a dispute regarding any Agency invoice, Client agrees to pay the undisputed amount and to withhold only the amount that is in dispute. Written notice of any disputed amount must include a description of the dispute in reasonable detail and must be provided to the Agency within thirty (30) days following invoicing, or invoiced amounts shall be deemed undisputed.
- (d) **Timeliness of Payments.** Agency reserves the right to charge Client a late payment charge of one and one-half percent (1.5%) per month on overdue accounts. However, in no event will the rate charged to Client be higher than the maximum rate allowable under applicable law. Each month Agency will bill and Client will pay such a late payment penalty on any overdue and unpaid balance from the previous month. Should Client be in default with respect to payment under this Agreement, Agency reserves the right to suspend some or all services hereunder until arrangements satisfactory to the Agency are made.
- (e) **Taxes.** Client shall be solely responsible to pay all taxes, however designated and of whatever nature, that are levied or imposed by reason of the transactions contemplated by this Agreement, including, without limitation, all sales, use, transfer, privilege, excise and other taxes, duties or surcharges, whether international, national, state or local, excluding, however, taxes based on Agency's net income. Agency shall not be liable for any such taxes, duties and/or surcharges.
- (f) **Substantial Commitments.** Since Agency may in some circumstances be required to make substantial commitments on behalf of Client, it is understood that Agency reserves the right in any such circumstances to require full or partial payment prior to commitment, or such other arrangements assuring payment as are in the judgment of Agency appropriate or advisable under the circumstances.
- (j) **NO WARRANTIES.** AGENCY MAKES NO WARRANTIES HEREIN AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

8. **INDEMNIFICATION.**

- (a) It will be Agency's responsibility to (i) obtain necessary consents, licenses, releases or other authorization for the use of all materials, properties or services in connection with the Services provided by Agency pursuant to this Agreement, and (ii) submit to Client for approval, and obtain Client's written approval of, all materials prepared under this Agreement, prior to the publication, broadcast or dissemination thereof.

- (b) Accordingly, Agency will defend, indemnify and hold Client harmless against any liability and expense (including court costs and reasonable attorneys' fees) ("**Losses**") suffered by Client or to which Client becomes subject, resulting from any claim, suit or proceeding instituted by a third party which results from, arises out of, or relates to Agency's failure to discharge its responsibilities as specified above or from Agency's breach of this Agreement. The foregoing indemnity shall not apply where (i) such Losses arise from the use of Client Materials (as defined below); (ii) such Losses arise from the use by Client of Agency-supplied materials in a manner inconsistent with agreements with third parties, (iii) Client has directed the Agency to take or to refrain from taking certain actions, or (iv) Client has elected to assume the risk of a claim in the nature of the foregoing. If and to the extent Agency's obligation to indemnify Client arises from a breach of a third party's warranties or representations, Agency's liability to Client shall be limited to the amount recoverable from such third party.
- (c) It will be Client's responsibility to (i) provide information and/or data relevant to claims or representations made with respect to its organization or the Campaign, (ii) review all materials prepared under this Agreement in order to confirm that all claims or representations made are true, accurate and supportable by objective and reliable data in its possession and are not deceptive or misleading, and to confirm the accuracy and legality of the descriptions and depictions of its organization and the Campaign, (iii) obtain or assure clearance(s) for any (1) Marks (as defined below) used in materials created under this Agreement and approved by Client, and (iv) obtain necessary consents, licenses, releases or other authorizations for the use of all materials, properties, elements, information or data furnished by Client or on Client's behalf ("**Client Materials**") to Agency for use in performing services under this Agreement.
- (d) Client will assist in the defense of any claim, suit or proceeding instituted by a third party which results from, arises out of, or relates to Client's alleged failure to discharge its responsibilities as specified above or from Client's breach of this Agreement.
- (e) As used in this section, the "Client" and the "Agency" also include each party's directors, officers, employees, agents, affiliates, and volunteers, and their respective successors, assigns, heirs, executors, and personal representatives.
- (f) The indemnities in this Agreement are contingent upon the indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification hereunder.

9. **TRADEMARK OBLIGATIONS.**

- (a) At Client's request and upon agreement by Agency, Agency may create, develop or otherwise provide trademarks to Client in the form of taglines, slogans, logos, designs or product/brand names (collectively "**Marks**") for Client's use in connection with advertising created by Agency. Client shall own all right, title and interest in and to any Marks developed by Agency and accepted and paid for by Client. Any other Marks proposed by Agency but rejected by Client shall remain Agency's property.
- (b) At Client's request, Agency shall perform preliminary trademark searches for Agency-created Marks for Client's use in advertising or in other materials. The direct cost of any preliminary trademark search (e.g., Saegis and Thomson & Thomson reports) or any other third party vendor charges shall be paid by Client. Agency's review of any such preliminary trademark searches is intended only to provide preliminary guidance

on proposed Marks for Client's consideration. Such preliminary guidance does not provide legal clearance of any Marks. Client shall be responsible for the ultimate review of all search reports and for the clearance of any Marks. If Client approves the use of Marks in the advertising or other material prepared pursuant to this Agreement, Agency shall have no indemnification obligation with respect to their use.

10. **OWNERSHIP, CUSTODY AND USE OF MATERIALS.**

- (a) All plans for advertising, unique campaign ideas, slogans, copy themes, preliminary sketches, layouts, copy, finished artwork, television and radio commercials, and other similar material prepared for Client or purchased for Client's account by Agency and paid for by Client in accordance with the terms of this Agreement ("**Developed Property**"), shall be the exclusive property of Client, except to the extent that rights therein shall have been reserved by third parties, including, but not limited to, actors, photographers, and persons engaged or employed by Agency to compose the words and/or music of musical compositions used on behalf of Client. Any material prepared or proposed by Agency but not accepted by Client including, without limitation, rejected or unused advertising programs, campaigns, plans and ideas prepared by Agency, shall remain Agency's property.
- (b) Notwithstanding the foregoing, Agency retains all of its rights, title and interest in and to (including, without limitation, the unlimited right to use) (i) all materials owned by or licensed to Agency prior to, or independent from, the performance of services under this Agreement, and all modifications thereof, and (ii) all generic or proprietary information, and all ideas, methodologies, software, applications, processes or procedures used, created or developed by Agency in the general conduct of its business including those developed during the provision of services to Client.
- (c) Agency will take reasonable precautions to safeguard any and all of Client's property entrusted to the custody or control of Agency's employees, agents or assigns; provided, however, in the absence of negligence on Agency's part, Agency shall not be held responsible for any loss, damage or destruction by others of any of such property, unless as otherwise agreed to by the parties in writing.
- (d) Agency may use any advertising materials produced by Agency hereunder and owned by Client on Agency's creative reel or portfolio and for criticism and commentary purposes whether in digital form or any other form now known or hereafter devised.
- (e) Agency shall retain final advertising materials for a period of the lesser of three (3) years following its development or one (1) year following termination of this Agreement unless Client requests delivery or destruction of such materials at an earlier time.

11. **NOTICE.** All notices which either party is required or may desire to give the other party hereunder shall be sufficiently given if delivered in person, by registered or certified mail, postage prepaid, or by prepaid overnight courier, addressed as set forth in this Section 12, or to such other address as shall be furnished in writing and in the manner set forth in this Section 12 by either party. Notices to Client shall be addressed as follows: Fulton County Board of Commissioners, Fulton County Government Center, 141 Pryor St., SW, Atlanta, GA 30303, Attention: Chairman Robert L. Pitts. Notices to Agency shall be addressed as follows: Fitzgerald & Company, Inc. 944 Brady Ave NW, Atlanta, GA 30318, Attention: Chief Financial Officer, with a copy to The Interpublic Group of Companies, Inc., 909 Third

Avenue, New York, New York 10036, Attention: General Counsel. Such notice shall be deemed to have been given as of the date delivered in person, three (3) days after being mailed, or the day after being sent by prepaid overnight courier.

12. **TERM AND TERMINATION**

- (a) This Agreement is effective as of the Effective Date first stated above, and will continue in full force and effect from that date until terminated by either party upon thirty (30) days prior written notice given to the other (the "**Notice Period**"). During the Notice Period, the Agreement will remain in full force and effect, and each party's rights, duties and responsibilities shall continue in full force and effect during the Notice Period.
- (b) Upon final payment by Client of all outstanding Agency and third party fees and expenses, Agency will, at Client's request, transfer, assign and make available to Client or Client's designated representative, at Client's cost, all property and materials in Agency's possession or control belonging to and paid for by Client, including, but not necessarily limited to, all files, reports and other written documents which have come into Agency's possession from Client or which relate to Client's business, and materials and work in progress prepared by Agency for Client (which shall be Client's sole responsibility except to the extent that it may be otherwise agreed upon in writing between the parties). Client agrees to accept such transfer and assignment and to reasonably cooperate with Agency in effecting the same.
- (c) Agency shall give all responsible cooperation toward transferring with approval of third parties in interest all reservations, contracts and arrangements with all third parties or for materials yet to be used, and all rights and claims thereto and therein, upon being duly released from the obligations thereof. Any contracts or commitments that cannot be transferred or assigned to Client shall be carried to completion by Agency and paid for by Client in accordance with the terms of this Agreement, unless some other mutually acceptable approach is agreed to by Agency and Client in writing.
- (d) Either party shall have the right immediately to terminate this Agreement in the event:
 - (i) a party becomes insolvent or is subject to the direct control of a temporary or permanent liquidator, receiver, trustee or custodian for all or a substantial part of its assets or business;
 - (ii) a party makes an assignment for the benefit of creditors; or
 - (iii) a party files a bankruptcy petition or a petition to take advantage of any insolvency laws.

13. **FAILURE OF MEDIA AND SUPPLIERS.** Agency shall endeavor to guard against any loss to Client as the result of the failure of media or other suppliers to properly execute their commitments, but Agency will not be responsible for their failure.

14. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") will treat as confidential and properly safeguard any and all information, documents, papers, programs and ideas relating to the other party (the "**Disclosing Party**"), its operations, finances, fees and products, disclosed to the Receiving Party and designated by the Disclosing Party as confidential or which should be reasonably understood to be confidential ("**Confidential Information**"), except that information that (a) is or falls into the public domain, (b) is disclosed to the Receiving Party by a third party which is not under an obligation of confidentiality to the Disclosing Party, (c) was already known to the Receiving Party and/or (d) is independently developed by the Receiving Party without reference to the Confidential Information shall not be deemed Confidential Information. The Receiving Party shall inform the Disclosing Party of all requests for or inquiries into the Disclosing Party's

Confidential Information by third parties and shall only provide same when legally compelled to do so after notice to the Disclosing Party and providing the Disclosing Party with sufficient time to permit the Disclosing Party to seek a protective order, and such disclosure shall not be deemed a breach of this Paragraph 16. In the course of performing the services required of Agency hereunder, Agency may disclose Confidential Information as Client shall have approved for disclosure. This provision shall survive the termination of this Agreement and shall remain in full force and effect for a period of three (3) years following the termination of this Agreement.

15. **MISCELLANEOUS.**

- (a) **Assignment.** Neither party shall assign this Agreement without the other party's prior written consent, except that Agency may assign this Agreement to a successor-in-interest. Any purported assignment in violation of this clause shall be deemed null and void.
- (b) **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
- (c) **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
- (d) **Email Correspondence.** Email correspondence shall constitute written approval pursuant to this Agreement.
- (e) **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
- (f) **Governing Law/Venue.** This Agreement has been entered into in the state of Georgia, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of such state, without giving effect to its conflicts of laws principles. Each party consents to the exclusive jurisdiction of the federal and/or state courts of such state in regard to any dispute arising out of this Agreement.
- (g) **Force Majeure.** Agency shall not be liable for any delay or failure to carry out or make continuously available the services if such delay or failure is due to any cause beyond the control of Agency including, without limitation, restrictions of law or regulations, terrorism, threat of terrorism, labor disputes, acts of God, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.
- (h) **Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF AGENCY TO CLIENT FOR CLAIMS RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000). NEITHER PARTY SHALL BE LIABLE TO THE OTHER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY.

- (i) Survival. The following provisions of this Agreement shall survive expiration or termination of this Agreement: AGENCY STATUS; EXPENSES; BILLING; LIMITED WARRANTY; INDEMNIFICATION; TRADEMARK OBLIGATIONS; OWNERSHIP, CUSTODY AND USE OF MATERIALS; NOTICE; TERM AND TERMINATION; FAILURE OF MEDIA AND SUPPLIERS; CONFIDENTIALITY, and MISCELLANEOUS.
- (j) Entire Agreement. This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement. This Agreement may only be modified in a writing signed by the parties hereto. In the event of a conflict between the terms of this Agreement and the terms of any Scope of Work, the terms of this Agreement shall govern.

FOR WITNESS WHEREOF, the parties have signed this Agreement as of the date and year written above.

FULTON COUNTY, GEORGIA

FITZGERALD & COMPANY, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT A
FORM SCOPE OF WORK

THIS SCOPE OF WORK ("**SOW**") is entered as of the SOW Commencement Date set forth below by and between Fitzgerald & Company, Inc. ("**Agency**") and Fulton County, Georgia ("**Client**") and pursuant to the provisions of the Advertising Agency Agreement effective as of _____, 2018 between Agency and Client (the "**Agreement**"). All terms beginning with a capitalized letter in this SOW and not defined herein have the meaning set forth in the Agreement.

1. **SOW TERM**: The term of this SOW shall commence on [Date] (the "**SOW Commencement Date**") through [Date] (the "**SOW Term**").
2. **CAMPAIGN**: Fulton County, Georgia anti-sex trafficking campaign
3. **SCOPE OF WORK**: During the SOW Term, Agency will provide the following Services: [TBD]
4. **FITZCO COMPENSATION**: The parties acknowledge that the Services performed by Agency pursuant to this Agreement are being rendered on a pro-bono basis. However, Client shall be responsible for production, out of pocket and other third party expenses in accordance with the Agreement.

FOR WITNESS WHEREOF, the parties have signed this Scope of Work as of the SOW Commencement Date.

FULTON COUNTY, GEORGIA

FITZGERALD & COMPANY, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____