

### **CONTRACT DOCUMENTS FOR**

## SWC99999-SPD-SPD0000202-0002 MEDIA BUYING AND ADVERTISING SERVICES

For

**FULTON COUNTY JUVENILE COURT** 

### **Contract Agreement**

This Agreement for Media Buying and Advertising Services for Fulton County Juvenile Court is made and entered into by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" or "Owner" and Jacob's Eye, LLC., hereinafter referred to as "JACOB'S EYE" or "Contractor."

### **Contract Documents**

County and JACOB'S EYE agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Terms and Conditions of Georgia Department of Administrative Services (Statewide Contract Number SWC99999-SPD-SPD0000202-0002)
- III. Exhibit A, Statement of Work
- IV. Exhibit B, Compensation
- V. Exhibit C, Certificate of Insurance
- VI. Exhibit D, Georgia Security and Immigration Contractor Affidavit and Agreement

This Agreement was approved by the Fulton County Board of Commissioners on February 15, 2023 BOC Item # 23-0050.

### <u>Indemnification</u>

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

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part form any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any firm or subcontractor; or anyone for whose acts any of them may be liable in the performance of the Contract Services;
- b) Violation of any law, statue, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Contractor in the performance of Contract services; or
  - c) Liens, claims or actions made by the Contractor or other party performing the Contract Services, as approved by the County. The indemnification

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

### <u>Insurance</u>

JACOB'S EYE agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the Georgia Department of Administrative Services Statewide Contract Number SWC99999-SPD-SPD0000202-0002. JACOB'S EYE agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

### **Notices**

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

By JACOB'S EYE to: Chief Administrative Officer

Fulton County Juvenile Court

395 Pryor Street, S.W. Atlanta, Georgia 30312 Attn: Timothy Ezell

Email: timothy.ezell@fultoncountyga.gov

With a copy to: Director

Department of Purchasing & Contract Compliance

130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303 Attn: Felicia Strong-Whitaker

Email: felicia.strong-whitaker@fultoncountyga.gov

And by the County to: Jacob's Eye, LLC

2100 Riveredge Parkway #710

Atlanta, GA 30328 Attn: Delano Massey

Email: delano@jacobseye.com

FUE POUNICOUNTY, GEORGIA ROBERT L. Pitts	
Robert L. Pitts, Chairman Fulton County Board of Commissioners	
—Docusigned by: Tonya R. Gricr	
Tonya R. Grier, Clerk to the Commission Fulton County Board of Commissioners	
(SEAL)	
Approximed wis to Content:  Jimothy Earll  305301049680484	
Timothy Ezell Chief Administrative Officer	
Approved as to Form:  DocuSigned by:	
Patrick O'Connor	
61E8837846AF49C	
Office of the County Attorney	
JACOB'S EYE, LLC.	
	-borrowo.
	Bererly Actions H-11-2023
Submitted By)  Approved By)  Authorized Representative	J.4-11-2025
Submitted By)  Submitted By)  Pelano Massey  Approved By) Authorized Representative  Co, Managing Member  Title)	A-11-2025
Submitted By)  Pelano Massey  Approved By)  Authorized Representative  CEO, Managing Member	J.4-11-2025

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

# EXHIBIT A STATEMENT OF WORK



### 2023 STATEMENT OF WORK JUVENILE COURT WEBSITE

JacobsEye will provide the following deliverables to Juvenile Court as part of the website renovation project.

### **DISCOVERY**

• Deliverable: Discovery Summary Deck

Overview of findings of each stage in the discovery process including:

- o Goals, purpose, outcomes, metrics, challenges and industry research.
- Audit of site, Google Analytics and SEO.
- Conversions review results (testing existing forms and other conversion entry points).
- Key User Personas Profiles detailing demographics, behavioral traits, psychographics and other key details of our main user groups.
- o Collecting and reviewing any existing creative assets and content.

#### **PLANNING**

• Deliverable: Site Plan

Overview of the site architecture, user flows, and requirements including:

- Basic architecture of the website.
- o Content table to understand health of existing and needed content.
- Sitemap
- Wireframe sketches for up to 10 page templates.
- User flow mapping from start to end goal of the site.
- o ID Functionality Requirements defining technical specifications such as dashboards, reporting, disaster recovery, etc.
- Develop optimal taxonomy structure
- Email system set-up

#### **CREATIVE**

- Deliverables: UX/UI Kit, 5 Template Page Layouts and 5 high-fidelity mockups.
  - Creative phase specific deliverables include:
    - **UX Kit (user experience kit)** includes site branding, determines color theme, brand elements, visual user interface elements and components such as buttons, icons, forms, menus, typography, and other interface elements. These assets are designed to work together cohesively and follow established design patterns and



- best practices, helping designers to create high-quality user interfaces quickly and efficiently.
- **Homepage**: The proposed design will include 2 distinct creative concepts from which the client will select top choice. This main concept will be used as the basis for the development of page templates and subsequent creative pieces. Both concepts will include:
  - Global navigation, sub navigation, stick nav and resource links
  - Global search bar
- **5 Unique Template Page Layouts** to use across the site (e.g. home, news page, contact, department page, etc.).
- **5 High-fidelity Template Mock-ups** including 2 rounds of revisions per template.
- **Content development** (keywords and copywriting) including auditing existing copy and providing recommendations.
- **Sourcing photography,** graphic illustrations, topic headings and dynamic components.
- Final Page Mockups and Assets which will include final revisions to design templates incorporating Court staff's feedback.
- Preparing and packaging those assets for deployment.

#### **DEVELOPMENT, QA & LAUNCH**

- Deliverables: Finished, functioning and visually appealing website set-up
   & including:
  - Deploy Host Server in AWS, set up S3 Storage, load balancing and Cloudfront CDN (content distribution network) over 200+ global locations. We will use a cloud host like AWS + the CloudFront CDN to speed up the delivery of the website, improve accessibility, and use only resources that are needed to better manage and scale hosting and CDN costs.
  - Web development and coding of theme, including coding for desktop and mobile responsiveness.
  - o User-friendly back end interface for users (10 user roles max.).
  - Web integrations & ad ons including plug-ins, file manager to manage forms and documents, social media and CRM integrations such as Gravity Forms, Hubspot, Zoho or Mailchimp (if needed).
  - o Ability to create fillable forms.
  - o Ability to capture audit trails made to the site's front or back-end.



- Performance Audits, which look at actual performance on test and live servers, test for accessibility and performance cache.
- Security set up including auto back-up set-up, real-time monitoring, IP
   Blocking and Malware Scans. Site will be https and use TLS certificates.
- Deliverables: User-friendly website back end dashboards that present data in tabular, cross tab and charts, based on user roles.
  - JE will build the back end to surface 3 unique Dashboards, and the ability to create/view/change/delete them.
    - Resource Dashboard (editable, customizable)
    - Database Dashboard (editable, customizable)
    - Web Visitor Dashboard

### • Deliverables: Document Repository

- System set-up (Google Workspace/Drive = same subscription plan as email, or Microsoft SharePoint)
- o Document management system that allows the Court to:
  - Upload, view, change/delete web docs, text, forms, etc.
  - Insert or remove docs from active pages.
  - Maintain version control on documents and templates.
  - Create a final archived project, program, portfolio artifact package repository.

### • Deliverables: Test and Launch the fully-functioning site including:

- Functionality verification (code quality, user journeys, form submissions, email testing).
- SEO & Performance Audit (measure SEO & implement speed improvements).
- Analytics set-up including Google Analytics & Google Search Console set up and any custom requests such as dashboards on GA.
- Production Launch including setting up new users/registration,
   WordPress & Cloud Server, dashboards set up and walk-through.
- New User Registration WordPress & Cloud Server Walk-through.

#### **MAINTENANCE**

- Deliverables include:
  - Cloud Server Maintenance: DevOps, server upgrades, scaling and security.
  - **WordPress upkeep** including updating the theme and plug-ins and security fixes.
  - **Performance tuning** including optimization of code delivery, performance cache and database.
  - New page optimizations including providing SEO recommendations and making performance improvements on new pages that were created post-launch.



 Problem-resolution support for backend software (based on severity levels).

# EXHIBIT B COMPENSATION

### **COMPENSATION**

The total contract amount for the Project shall not exceed \$115,000.00 (One Hundred Fifteen Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

JE,										
			Budget P	lan and E	Breakdown					
<b>JACOBSEYE</b>			J - 1 J - 1							
	Labor Category	CEO	CEL	CEPM	Developer	UX Designer	Campaign Strategist	Copywriter	Graphic Designer	Total \$ per phase
Phases	Weeks per phase	\$275.00	\$163.00	\$84.81	\$154.83	\$94.06	\$153.66	\$88.57	\$75.89	
	1	1	2	2	3	0	3	0	0	
Discovery Phase	2	1	2	2	3	0	3	0	0	
	3	1	2	2	3	1	3	0	0	<b>AT</b> 100 00
\$ per phase		\$825.00	\$978.00	\$508.86	\$1,393.47	\$94.06	\$1,382.94	\$0.00	\$0.00	\$5,182.33
	1	1	2	2	5	10	5	5	<del> </del>	
	2	1	2	2	5 5	10	5 5	5 5	0	
Planning Phase	3	1	2	2	5	10	5	5	4	
	5	1	2	2	5	10	5	5	-	
	6	1	2	2	5	10	5	5	<b>+</b>	
\$ per phase		\$1,650.00	\$1,956.00	\$1,017.72	\$4,644.90	\$5,643.60	\$4,609.80	\$2,657.10	\$910.68	\$23,089.80
T P S S S S S S S S S S S S S S S S S S	1	1	2	2	0	12	2	5	5	, -,
	2	1	2	2	0	12	2	5	5	
	3	1	5	5	0	12	2	5	5	
	4	2	5	5	0	12	2	5	5	
	5	1	5	5	0	12	2	5	5	
Creative Phase	6	2	5	5	0	12	2	5	5	
	7	1	5	5	0	12	2	5	5	
	8	2	5	5	0	12	2	5	5	
	9	1	5	5	0	12	2	5	5	
	10	2	5	5	0	12	2	5	5	
	11	0	3	3	0	12	1	5	-	
	12	1	3	3	0	12	1	5	5	
\$ per phase		\$4,125.00	\$8,150.00	\$4,240.50	\$0.00	\$13,544.64	\$3,380.52	\$5,314.20	\$4,553.40	\$43,308.26

	1	1	2	2	10	0	1	0	0	
	2	1	2	2	10	0	1	0	0	
	3	1	5	5	10	0	2	0	0	
	4	1	5	5	10	0	2	0	0	
Development	5	1	5	5	10	0	2	0	0	
	6	1	6	6	15	0	2	0	0	
	7	1	6	6	15	0	2	0	0	
	8	1	6	6	15	0	2	0	0	
	9	1	7	7	20	0	2	0	0	
\$ per phase		\$225.00	\$7,172.00	\$3,731.64	\$17,805.45	\$0.00	\$2,458.56	\$0.00	\$0.00	\$31,392.65
	1	1	2	2	5	0	0	0	0	
QA & Launch	2	1	2	2	5	0	0	0	0	
QA & Laurich	3	1	2	2	5	0	0	0	0	
	4	1	2	2	5	0	0	0	0	
\$ per phase		\$1,100.00	\$1,304.00	\$678.48	\$3,096.60	\$0.00	\$0.00	\$0.00	\$0.00	\$6,179.08
	1	0	2	2	2	0	0	0	0	
Maintenance	2	1	2	2	2	0	0	0	0	
Iviaintenance	3	0	2	2	2	0	0	0	0	
	4	1	2	2	2	0	0	0	0	
		\$550.00	\$1,304.00	\$678.48	\$1,238.64	\$0.00	\$0.00	\$0.00	\$0.00	\$3,771.12
										\$112,923.24
								LC + ODC =		\$114,858.42
Other Direct Costs	Units (Months)		Total Cost							
WPEngine Managed										
WordPress, Professional	1 Year		\$770.00							
WordPress			\$7,70.00							
GeneratePress	1 Year	1 time fee	\$249.00							
WordPress	1		<b>***</b>							
GenerateBlocks	1	1 year	\$39.00							

WordPress Formidable Forms Business	1	1 year	\$199.50				
WordPress Document Library	1	1 time fee	\$97.00				
WordPress Security Software	1	1 year	\$70.00				
WordPress SEO Software	1	1 year	\$59.00				
Mailchimp	9	\$13	\$117.00				
Google Workspace	9	6	\$54.00				
Total cost			\$1,654.50				
17.70% mark up			\$1,935.18				

# EXHIBIT C CERTIFICATE OF INSURANCE

**ACORD** 

JACOEYE-01

### **CERTIFICATE OF LIABILITY INSURANCE**

CRAWFORDL

DATE (MM/DD/YYYY)
4/14/2023

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).

this certificate does not confer rights to the certificate holder in lieu of su	ch endorsement(s).						
PRODUCER	CONTACT Laura Crawford						
Insurance Office of America 100 Galleria Parkway	PHONE (A/C, No, Ext): (770) 250-5377 FAX (A/C, No):						
Suite 600	E-MAIL ADDRESS: Laura.Crawford@ioausa.com						
Atlanta, GA 30339	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURER A: New York Marine & General Insurance Compa	ny 16608					
INSURED	INSURER B: Underwriters at Lloyd's London (IL)	15792					
Jacob's Eye, LLC 2100 Riveredge Parkway Suite 710 Atlanta, GA 30328	INSURER C:						
	INSURER D:						
	INSURER E :						
	INSURER F:						
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITIO CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	N OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPEC DED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO	T TO WHICH THIS					

ADDL SUBR INSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS  $(MM/DD/YYYY) \mid (MM/DD/YYYYY)$ 1,000,000 Α X **COMMERCIAL GENERAL LIABILITY** EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 CLAIMS-MADE X OCCUR 11/13/2022 11/13/2023 PK202100019918 X 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT 1,000,000 X POLICY PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI 3,000,000 OTHER COMBINED SINGLE LIMIT (Ea accident) 1,000,000 **AUTOMOBILE LIABILITY** 11/13/2022 11/13/2023 ANY AUTO PK202100019918 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY 1,000,000 X X **UMBRELLA LIAB OCCUR EACH OCCURRENCE** 11/13/2022 11/13/2023 1,000,000 EX202200002890 **EXCESS LIAB** CLAIMS-MADE AGGREGATE 10,000 DED | X | RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT Professional Liab UMB5105708.22 3/14/2022 3/14/2023 1,000,000 Per Claim/ Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is Additional Insured with respect to General Liability when required by written contract

CERTIFICATE HOLDER CANCELLATION

Fulton County - Director
Attn: Felicia Strong-Whitaker
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
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

Brian S. Swith

### **EXHIBIT D**

# GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

### FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

### **Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

### 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 services¹ under a contract with [insert name of prime contractor] \_\_\_\_\_ on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,² 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 <u>Fulton County Government</u>, 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 <u>Fulton County Government</u> at the time the subcontractor(s) is retained to perform such service.

<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>&</sup>lt;sup>1e</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].

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

### Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

### STATE OF GEORGIA

### COUNTY OF FULTON

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 services3 under a contract with [insert name of prime contractor] behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,4 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) / Managing Member Title of Authorized Officer or Agent of Subcontractor Printed Name of Authorized Officer or Agent Sworn to and subscribed before me this 2023 ERLY ACA Notary Publice: **EXPIRES** County: GEORGIA 11-09 Commission Expires:

<sup>&</sup>lt;sup>3</sup>O.C.G.A.§ 13-10-90(4), as amended by Senste 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>\*</sup>a[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].