



Mayor & City Council

Workshop Session

~ Agenda ~

City of College Park
3667 Main Street
College Park, GA 30337

<http://www.collegeparkga.com>
404-669-3756 (Main)

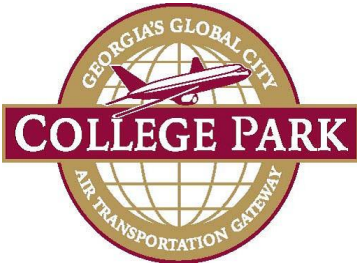
Experience College Park
Georgia's Global City

Monday, July 20, 2020

6:00 PM

Council Chambers

1. Presentation on the scope of work by Peachtree Government Relations (PGR) for the 2020 Georgia Legislative Session and consideration of the renewal of a Legislative Representation Agreement between the City of College Park and PGR. See memorandum dated July 16, 2020 from City Manager Terrence R. Moore. Also, see attached proposed agreement and PowerPoint presentation prepared by PGR.
2. Federal Advocacy Update 2019-2020 by The Ferguson Group (TFG) and consideration of the renewal of a federal lobbying services agreement between the City of College Park and TFG. See memorandum dated July 16, 2020 from City Manager Terrence R. Moore. Also, see attached proposed agreement and Federal Advocacy Update prepared by TFG.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

WORKSHOP AGENDA ITEM

DOC ID: 8228

DATE: July 16, 2020
TO: The Honorable Mayor and Members of City Council
FROM: Terrence Moore, City Manager
RE: Peachtree Government Relations-State Lobbying Services

PURPOSE: Consideration of the renewal of the Legislative Representation Agreement between the City of College Park and Peachtree Government Relations (PGR). PGR will also provide a presentation on the scope of work performed during the 2020 Georgia Legislative Session.

REASON: The current agreement expired June 30, 2020.

RECOMMENDATION: Council approval of renewal of the agreement with Peachtree Government Relations (PGR) FY 2020-21.

BACKGROUND: PGR provides government relations and public affairs consulting services to College Park including all activities normally associated with state legislative lobbying, as specifically authorized by College Park after consultation with College Park's Mayor and City Council.

COST TO CITY: \$5,000.00 monthly fee.

BUDGETED ITEM: Yes. Acct. # 100-1300-52-5510 (Consulting).

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: July 20, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Office of the City Manager's Office.

ATTACHMENTS:

- CP.legis.presentation.2020(PDF)
- PGR Contract (DOCX)
- Peachtree Government Relations Agreement_12-01-19 thru 06-30-20 (PDF)

Review:

- Terrence R. Moore Completed 07/10/2020 2:49 PM
- Rosyline Robinson Completed 07/10/2020 2:52 PM
- Jackson Myers Completed 07/14/2020 9:10 AM
- City Attorney's Office Completed 07/14/2020 11:46 PM
- Terrence R. Moore Completed 07/15/2020 2:20 PM
- Mayor & City Council Pending 07/20/2020 6:00 PM



Legislative Update




Don Bolia, Laura Norton, Brittany
Ellison, Tyler Lewis, Winston
Meshad



Graham Thompson



Howard Franklin
Joel Alvarado



MOST Update- House Bill 443

- January 2020
 - Met with Chairman Harrell and Chairman Knight
 - Provided requested information on College Park expenditure
- February 6th, 2020 - College Park Day at the Capitol
 - Mayor Broom had a successful meeting with the College Park delegation
- March 2020
 - Met with Senators Thompson and Jackson regarding amending legislation in Senate Finance
 - We determined the bill would likely have not been agreed in House Ways and Means



*MOST Tax 2021 Session of the General Assembly

- After the 2020 November elections, evaluate any changes that may provide opportunities for College Park.
- Plan follow-up meeting with the College Park delegation
- Meet with Chairman of the Ways and Means committee and the Finance committee
- Meet with the Governor's staff
- Coordinate with Cities of Atlanta, Eastpoint and Hapeville

House Bill 779

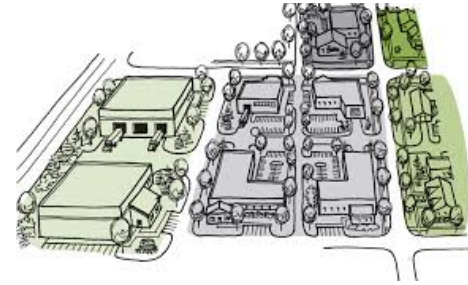
- Sponsored by Rep. Blackmon and others
- Increased the share that College Park will get from the TAVT tax
- Went from 23% of the proceeds to 28%
- Passed the House 157-1, Senate 50-0
- Awaiting the signature of the Governor





House Bill 302/Senate Bill 172

- Representative Vance Smith and Senator John Wilkinson
- The bill eliminates local government control over design standards
- Did not Crossover - In House Agriculture and Consumer Affairs
- Various attempts were made to add this language to other bills
- Bill did not pass during the 2020 Session

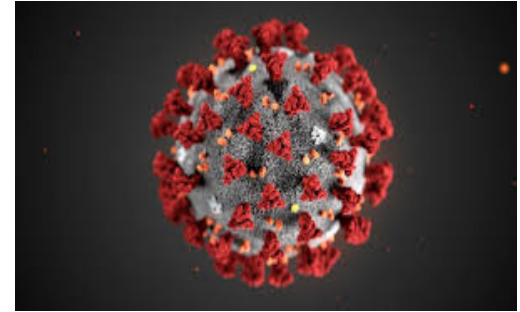


House Bill 523- Short Term Rentals



- Sponsored by Rep. Carpenter and others
- This bill would have pre-empted local governments from regulating short term rentals (29 days or less)
- Various attempts were made to pass this bill, including SB 162, which would have allowed local regulations of STRs, including occupancy and zoning, but no outright ban of STRs, but all of them failed. We expect an effort in 2021 to both address outright STR bans and distinguish between commercial and residential STR offerings

Senate Bill 359- Covid Liability Protections



- Provides liability coverage for a number of entities including municipalities
- Coverage does not extend in the case of gross negligence, willful and wanton misconduct, or reckless infliction of harm
- Sunsets on July 14th, 2021

House Bill 504

- Sponsored by Rep. Burnough and others
- It eliminates exemptions from ad valorem taxation for public property owned by a political subdivision outside of its territorial limits
- Requires a referendum election
- Hearing only
- Priority for Clayton County



Transportation

- Atlanta Regional Commission
- Community Improvement Districts
- Tax Allocation Districts
- GDOT
- USDOT
- MARTA
- Bridge





Economic Development



- Working with the Georgia Department of Economic Development (GDEcD)
- Work with Fulton County (Select Fulton)
- Work with Atlanta Visitors and Convention Bureau
- Work with various chambers
- Working with Dept of Economic Development to explore renewing and/or revising the State Opportunity Zone

Coordination with Fulton County and Cities

- Re-establish Mayors meeting
- Build a better relationship with North Fulton cities





Questions or Comments?

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404-314-4844

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Graham Thompson
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Brittany Ellison
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404-516-7825

Tyler Lewis
tylerlewisga@gmail.com
912-223-1096

Howard Franklin
howard@ohioriversouth.com
404-384-9490



Legislative Representation Agreement Sound View Strategies

This Agreement is entered into this ____ day of _____, 2020 by and between **PEACHTREE GOVERNMENT RELATIONS, LLC** (hereinafter "Lobbyist"), doing business at 1100 Peachtree Street, Suite 675, Atlanta, Georgia 30309, and **THE CITY OF COLLEGE PARK**, (hereinafter, "College Park") located at 3667 Main Street, College Park, Georgia 30337. Collectively, College Park and Lobbyist may be referred to as the "Parties".

Deleted: 2019

Based upon the mutual promises contained herein, and other good and valuable consideration, the Parties identified above, intending to be bound hereby, enter into the following Agreement:

- Services.** The Lobbyist shall provide government relations and public affairs consulting services to College Park including all activities normally associated with state legislative lobbying, as specifically authorized by College Park after consultation with College Park's Mayor and City Council. Services include, but are not limited to: briefing the Governor and his office; representation at legislative hearings; advocacy to certain legislators, regulators and their staffs on College Park positions on issues of interest to College Park; planning and coordinating meetings and receptions for College Park with legislators and regulators; regular contact with the Mayor and City Council and College Park staff he designates as necessary for direction and specific authority to act on issues; contact and interaction with lobbyists of other interest groups and industry trade associations on behalf of College Park on legislative and regulatory issues; preparation and filing of reports to the Public Disclosure Commission; and, reports to College Park as requested by the Director of Government Affairs.
- Term of Agreement.** This Agreement shall take effect on July 1, 2020 and shall expire on June 30, 2021. Either party may terminate this Agreement at any time upon 30 days' written notice to the other.
- Lobbyist Fee.** The Lobbyist shall be paid a fee for the above enumerated services. The Lobbyist's fee shall be \$5,000 per month ("Monthly Fee") for each month during the Term of the Agreement. An invoice shall be sent by Lobbyist at the end of each month and payment will be due within ten (10) days from the date of the invoice. The Monthly Fee shall cover all services and all expenses of the Lobbyist incurred for work on behalf of College Park.
- Expenses.** The Lobbyist shall be responsible for expenses incurred unless authorized by College Park. Authorization means prior written authorization signed by the City Manager that denotes what the expenses are and the monetary amount of said expenses.
- Personal Services.** The services to be performed by the Lobbyist will be performed personally by Don Bolia ("Lobbyist Principals") and Senior Associate of the same firm not by any other individual, unless approved by College Park through written correspondence by the City Manager.

Deleted: December

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1100 Peachtree Street NE, Suite 675 Atlanta, Georgia 30309



6. **Lobbyist Registration.** The Lobbyist and Lobbyist Principals each will register with the Public Disclosure Commission and other required entities as a lobbyist for College Park as soon as their activities for College Park constitute "lobbying" under RCW 42.17A.005(3) and shall remain registered until this Agreement has expired, is extended, or terminated. Lobbyist will send confirmation of registration to City Manager.
7. **Non-Exclusive.** This Agreement is for the non-exclusive use of the Lobbyist's services. Nothing contained herein shall prevent the Lobbyist from contracting to provide lobbying or other services to other clients on a non-exclusive basis, subject to the Conflict of Interest provision herein.
8. **Conflict of Interest.** Both the Lobbyist and College Park shall use their best efforts to identify and notify each other of any potential conflicts of interest between College Park and any other client of the Lobbyist. The Lobbyist shall notify College Park in writing of any new potential clients that may conflict with this Agreement during the Term of the Agreement as soon as Lobbyist discovers any potential conflicts of interest. Should a conflict of interest arise between the Lobbyist and any other potential client, College Park may either terminate this Agreement or request the Lobbyist not contract with the potential client. College Park shall have veto power over any agreement the Lobbyist may enter into with any other College Park or group with interests adverse to College Park.
9. **Independent Contractor.** The Lobbyist and College Park have entered into this Agreement with the mutual understanding that the Lobbyist is an independent contractor and not an employee College Park. Nothing contained in this Agreement shall be construed to make the Lobbyist an employee, partner, or joint venture of College Park for any purpose. The Lobbyist warrants that it is free to enter into this Agreement and is not a party to any restrictive contract or agreement limiting its present or future right to contract with College Park. The Lobbyist agrees to hold College Park harmless from any and all suits and claims arising out of any such pre-existing restrictive agreement. The Lobbyist understand and agrees that it is solely responsible for complying with state and federal requirements as they relate to taxes, Social Security contributions and any other requirements placed upon self-employed persons.
10. **Practice of Law.** The Lobbyist is retained by College Park for the purpose of consultation, advice and lobbying advocacy on legislative and regulatory issues as they arise and as authorized by College Park. The Lobbyist is specifically not retained to provide legal advice to College Park and the Lobbyist shall not be required to perform any additional activity for College Park which constitutes the practice of law.
11. **Entire Agreement.** This Agreement contains the entire Agreement between the party and supersedes any and all other Agreements, negotiations or discussions. This Agreement may be altered only by a written document signed by the party to this Agreement.
12. **Construction.** This Agreement shall be construed and interpreted according to the laws of the State of Georgia in effect at the time.
13. **Scope of Work and Consultant Responsibilities.** The responsibility of the Consultant shall be to render intergovernmental relation services relative to municipal government issues before governmental entities in the State of Georgia with the Consultant specifically addressing the following objectives:
 - ▶ Establish and maintain contact, within the bounds allowable under applicable state law, with the Georgia Office of Governor, the Georgia General Assembly, the Georgia Environmental Facilities Authority, the Georgia Department of Community Affairs, the

1100 Peachtree Street NE, Suite 675 Atlanta, Georgia 30309



Georgia Department of Natural Resources, the Georgia Department of Revenue and other state agencies of jurisdiction related to municipal government issues in Georgia;

- ▶ Comply with any applicable local or state laws on regulations pertaining to registration as lobbyist on behalf of College Park;
- ▶ Actively monitor all relevant legislative issues, including but not limited to, the following: Funding for the City of College Park's aging water/sanitary sewer infrastructure and development projects; seek available opportunities to increase the City of College Park's revenue received from the operation of commercial parking lots;
- ▶ Actively monitor any and all regulatory issues before state agencies as prescribed;
- ▶ Increase College Park's identity among key state decision makers and stakeholders;
- ▶ Perform such other tasks as College Park may, from time to time, may assign;
- ▶ Provide College Park with timely reports during active times of the Georgia General Assembly and on a daily basis forward, relevant to newspaper articles, analyses and important government announcements.

14. **Notices.** All notices, designations, consent, offers, acceptances or any other communication provided herein required to be in writing shall be given by registered, certified mail, return receipt requested, addressed to parties as shown below:

Consultant: Peachtree Government Relations, LLC
 Attn: Don Bolia
 1100 Peachtree Street, NE
 Suite 675
 Atlanta, GA 30309

College Park: City of College Park
 Attn: Terrence Moore, City Manager
 P.O. Box 87137
 College Park, GA 30337



IN WITNESS WHEREOF, intending to be legally bound, the parties have authorized their representative to execute this Agreement as of the date below.

PEACHTREE GOVERNMENT RELATIONS, LLC

By: _____ Date: _____
Don Bolia, Principal

CITY OF COLLEGE PARK

By: _____ Date: _____
Bianca Motley Broom, Mayor

Deleted: Jack P. Longino

1100 Peachtree Street NE, Suite 675 Atlanta, Georgia 30309

Legislative Representation Agreement

Sound View Strategies

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College Park, GA 30337

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PEACHTREE GOVERNMENT RELATIONS, LLC

By:

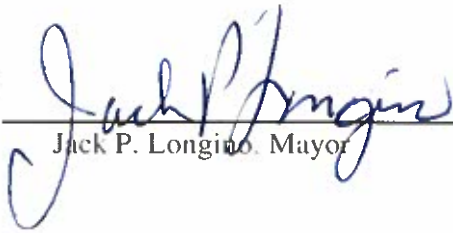


Don Bolia, Principal

Date: 12/16/19

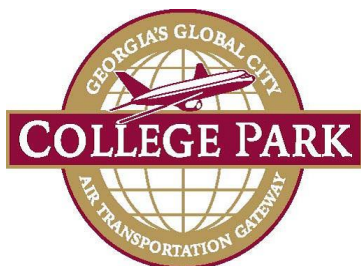
CITY OF COLLEGE PARK

By:



Jack P. Longino, Mayor

Date: 12/15/2019



CITY OF COLLEGE PARK

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WORKSHOP AGENDA ITEM

DOC ID: 8234

DATE: July 16, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence Moore, City Manager

RE: The Ferguson Group - Federal Lobbying Services

PURPOSE: Federal Advocacy Update 2019-2020 by The Ferguson Group (TFG) and consideration of the renewal of a federal lobbying services agreement between the City of College Park and TFG.

REASON: The current contract expired June 30, 2020.

RECOMMENDATION: Council approval of renewal of the contract with The Ferguson Group for FY 2020-21.

BACKGROUND: The Ferguson Group (TFG) acts as the Washington representative for the City of College Park. TFG provides review and development of legislation having bearing on the City's policies and programs. Additionally, TFG performs other related tasks as outlined by the City and within the scope of the attached Professional Services Agreement.

COST TO CITY: \$6,833.00/month plus expenses.

BUDGETED ITEM: Yes. Acct. # 100-1300-52-5510 (Consulting).

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: July 20, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: City Manager's Office.

ATTACHMENTS:

- Federal Advocacy Update 2019-2020 with attachment (PDF)
- The Ferguson Group Contract-Standard Agreement_FY2020-21 (DOC)
- The Ferguson Group Contract_FY2019-20 (PDF)

Review:

- Terrence R. Moore Completed 07/13/2020 1:15 PM
- Rosyline Robinson Completed 07/13/2020 4:32 PM
- Jackson Myers Completed 07/14/2020 9:34 AM
- City Attorney's Office Completed 07/15/2020 12:09 AM
- Terrence R. Moore Completed 07/15/2020 2:21 PM
- Mayor & City Council Pending 07/20/2020 6:00 PM

Memo



TO: City of College Park, Georgia – Mayor and City Council

DATE: July 15, 2020

Federal Advocacy and Grants Update

The Ferguson Group (TFG) works aggressively to assist the City of College Park in achieving its federal goals and objectives and appreciates the opportunity to continue our work on the City's behalf. Over the past year, we provided information and strategic counsel on various policy and regulatory initiatives and assisted the City in applying for competitive grant opportunities.

Transportation and Infrastructure

TFG works with local staff to ensure that the City's transportation priorities are both funded and on track for successful completion. We assisted local staff with the City's application to the Atlanta Regional Commission (ARC) to fund the pedestrian bridge over Camp Creek Parkway. We also drafted and secured Congressional support letters addressed to ARC leadership for that application.

The transportation reauthorization bill, or the FAST Act, expires September 30, 2020. Congress has begun work on the next authorization and TFG has provided staff with a detailed report of what is included in the House and Senate reauthorization bills. We are working with staff to prioritize the issues for which the City will advocate as the authorization process continues.

The House of Representatives passed a sweeping infrastructure package this summer. TFG drafted for local staff a detailed summary of that package (which includes the House transportation reauthorization bill). We are working with staff to identify priority programs and ultimately advocate for inclusion of those programs in the final infrastructure bill.

Law Enforcement and Public Safety

TFG also continues to seek federal investment in resources critical to the City's police and fire departments, including the Local Law Enforcement Block Grant, the Community Oriented Policing Services (COPS) program, the Byrne/Justice Assistance Grants (JAG) program, and FEMA programs to support personnel, fire prevention activities, and pre-disaster mitigation. For example, FEMA's Staffing for Adequate Fire & Emergency Response (SAFER) Grants, Fire Prevention & Safety Grant Program, and Assistance to Firefighters Grant Program – COVID-19 Supplemental.

We alert the City of grant opportunities to support public safety and emergency services and continue to keep the Departments informed of federal guidance and resources to support public safety efforts in response to the coronavirus (COVID-19) pandemic including, guidance issued by FEMA explaining the types of emergency protective measures that are eligible under FEMA's Public Assistance (PA) Program and the Bureau of Justice



Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program and the City's eligibility. We are monitoring and keeping the City abreast of actions in Congress on police reform legislation and recommendations from the U.S. Conference of Mayors Working Group on Police Reform and Racial Justice that includes mayors, police chiefs, and police advisors.

Energy and Environment

TFG monitors and reports on funding opportunities for the City's energy and environment projects through the Georgia Environmental Finance Authority (GEFA) and the federal government. However, over the past year there have not been relevant opportunities to address local project needs.

TFG also reports on federal legislative and regulatory action that could impact local energy and environment projects and policies.

Community and Economic Development

TFG continues to advocate for annual agency program funding in the U.S. Department of Housing and Urban Development (HUD), Economic Development Administration (EDA) and the Environmental Protection Agency (EPA) that support community programs and new economic investments. We also explore and identify grant solicitations for the City to consider and work to secure funds from federal agencies or other resource entities (e.g., state, foundations) including HUD, EDA, EPA, Institute of Museums and Library Services (IMLS), National Endowment for the Arts (NEA), and the U.S. Department of Agriculture. We continue to stay engaged to identify future resources to support the revitalization and economic transformation happening in the City and to leverage further opportunities from the City's \$800,000 award in 2019 for brownfields clean up and assessment.

To support the City's economic response to the coronavirus pandemic, we continue to keep the City informed of federal resources and policy changes, including local support provided in the "Coronavirus Aid, Relief, and Economic Security (CARES) Act" (Public Law 116-136) and the "Families First Coronavirus Response Act" (P.L. 116-127). We also alerted the City on broadband policy decisions at the Federal Communication (FCC) and congressional actions to help mitigate the impact from the COVID-19 pandemic, engaged HUD to provide information to support the City's preparedness and access to resources for the homeless population, uses of CDBG funding to meet COVID-19 needs, and informed the City of resources for local businesses in the CARES Act including the Paycheck Protection Program, SBA Disaster Loan Assistance, SBA Small Business Loans, and FMLA Tax Credits.

Understanding the importance to the City of the tourism and hospitality industries in the Atlanta region, TFG is working with the U.S. Conference of Mayors and other stakeholders in the tourism industry to stay abreast of key federal issues that may affect the City's ability to do business both internationally and domestically, particularly in the midst of the COVID-19 pandemic.

Other Priorities

TFG has been actively engaged in the federal response to the COVID-19 pandemic. In addition to detailed summaries of coronavirus relief bills, College Park leaders and staff receive TFG Coronavirus Updates every Monday and Thursday that provide details on federal funding opportunities and policies stemming from



federal action related to the coronavirus. We are working closely with the National League of Cities and U.S. Conference of Mayors to ensure direct funding to all units of local government in the next relief package.

TFG also worked with City staff to develop detailed information for the City's Congressional Delegation on the fiscal impacts of the coronavirus on College Park (see attachment) and the City's resulting federal requests. We drafted letters for the Mayor's signature and set up virtual meetings for the Mayor to discuss the unique impact the coronavirus is having on College Park given the City's residential size, significant fiscal impacts, and little federal financial support. TFG staff remains in contact with delegation staff to ensure they have the most updated information from the City as a new relief package is negotiated in Congress.

TFG provides the City with weekly updates on Congressional and federal action that may be of local interest. We also provide a weekly update of relevant grants solicitations that have been released. City officials get real-time updates on relevant issues, and we stand ready to assist you with any issues or opportunities that may arise.

Thank you for the opportunity to continue this partnership between TFG and College Park.



City of College Park: Quick Facts

LOCATION: Outside of Atlanta on the border of Fulton and Clayton counties; 10.1 total square miles.

RESIDENT POPULATION: 14,959

DAYTIME POPULATION: 250,000

POPULATION RANKING: 78TH OF 619 CITIES IN THE STATE OF GEORGIA

MEDIAN INCOME: \$29,087

HOME OF: Hartsfield-Jackson Atlanta International Airport (ATL); Chick-Fil-A headquarters, Coca Cola Bottling and Distribution Center; SYSCO; Buckhead Meat; ATL's rental car facility, ATL's parking facilities; Georgia International Convention Center; 33 hotels/motels (with ~5,500 beds)

TOP EMPLOYMENT SECTORS: Accommodation and Food Services, Transportation and Warehousing, and Retail Trade

MEDIAN AGE: 31.8

HOTEL/MOTEL EXCISE TAX: Ranked #4 in the state for hotel/motel excise tax reported (Atlanta, Savannah, Cobb County, **College Park**, Gwinnett County)



Coronavirus Fiscal Impacts

1.8 million overall fiscal impact from March 1 – December 31, 2020

10% loss in revenue of the overall annual budget (through FY 2021)

\$1.5 million personnel costs incurred

\$250k operational expenses incurred

Timeline of Potential Lost Revenue

	Short-Term (3/1 – 6/30)	Mid-Term (7/1-12/31)	Long-Term (Beyond 2020)
Property Taxes		X	X
Sales Taxes			X
State Aid			X
Permitting Fees			X
Utility Fees			X
Other Fees			X

Potential Actions to Account for the COVID-19 Fiscal Impacts

Cut Public Services • Close Facilities/Lay off Employees • Draw Down Reserves • Increase Taxes • Increase Fees

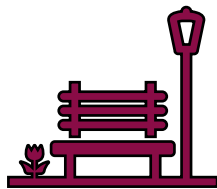
Functions of Government Impacted



Law Enforcement



Fire and Safety



Parks and Recreation

Revenue Loss From



Hotel/Motel Tax



Convention Center



Arena Center



Airport Facilities



Congressional Requests

Based on the information provided above, the City of College Park requests the following:

Additional state and local aid

Direct funding to all local governments, not just to states and communities with a population of 500k or more.

Increased flexibility in federal aid – **allow funds to replenish revenue loss**

Give public employers access to the **employer tax credits** established to offset new emergency paid sick and family leave.

- ❖ Currently accessible to private employers, but not public – although ALL employers are required to provide the emergency benefits.

College Parks also supports advocacy efforts of the following industries, which have a direct impact on the city:

Airport: Hartsfield-Jackson Atlanta International Airport (ATL) is partially located in the City of College Park. The airport is the largest employer in the state of Georgia. Most concessions at the airport are closed, and many of these employees live in College Park.

- ❖ ATL's parking facilities are in College Park. In late May, approximately 3,200 of the 32,000 available parking spaces were in use.
- ❖ ATL's rental car facility is in College Park; Hertz recently filed for bankruptcy and others are likely to follow.

Airlines: Delta Airlines' hub is at ATL. It is reported that more than 41,000 of Delta's 90,000 employees have volunteered to take unpaid leave of up to a year. Involuntary furloughs could begin in the third quarter of 2020. Thousands of airline contractors have lost their jobs.

Tourism, Hotel and Lodging: College Park has 33 hotels within its city limits, many of them servicing airport travelers.

STATE OF GEORGIA
COUNTY OF FULTON

AGREEMENT FOR PROFESSIONAL LOBBYING SERVICES WITH THE FERGUSON GROUP.

This Agreement made and entered into this ____ day of July, 2020, between the City of College Park, Georgia (hereinafter "the City") and The Ferguson Group, LLC, (hereinafter "The Washington Representative" or "the Contractor"), witnesseth:

WHEREAS, the City desires to retain Contractor to provide lobbying services on behalf of the City described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Contractor shall provide the services as detailed in the Scope of Services attached hereto and incorporated herein as **Exhibit A**.
2. **COSTS:** The City shall pay the Contractor \$82,000.00 lump sum for the provision of said services, paid in advance monthly installments of \$6,833.00. In addition to the cost of services, the City shall reimburse the Contractor for travel expenses pursuant to Paragraph B of the Cost of Services, travel and incidental expenses for attendance of conferences outside of Washington D.C. as requested or approved by the City Manager, all incidental expenses by Contractor in performances of services under this Agreement, cost of long-distance telephone calls and costs of document production. The City shall be responsible for said reimbursements not to exceed \$8,000.00 for the term of this Agreement.
3. **TERM:** This Agreement shall be for a term of 12 months commencing on July 1, 2020 and expiring on June 30, 2021.
4. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under any provisions of this Agreement.
5. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard

Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the City before receiving any interim or final payment for any services performed.

6. **THE CITY'S RESPONSIBILITIES:**

- (a) The City, through the City Manager, will advise the Contractor of the name or names of persons other than the City Manager authorized to request service by the Contractor and the person or persons to be kept advised by the Contractor.
- (b) The City will supply the Contractor with a summary of all federal issues in which the City has interests and advise the Contractor of any new developments, together with the pertinent details as to the substance of such developments.
- (c) The City will supply the Contractor with copies of budgets, planning documents, and regular reports of the City Manager, the City's agenda and proceedings, newspapers and other materials to assist the Contractor in keeping current on the City's policies and programs.

7. **INDEMNIFICATION:** The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing

such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

- 8. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

- 9. **TERMINATION:** Either Party may at any time by thirty (30) days' written notice terminate all or any part of this Agreement. If this Agreement is terminated, in whole or in part pursuant to this provision, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Contractor for the actual labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

- 10. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

- 11. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

City Manager
College Park City Hall
3667 Main Street
College Park, Georgia 30337

With copies to:

City Clerk
College Park City Hall
3667 Main Street
College Park, Georgia 30337

If to the Contractor:

The Ferguson Group, LLC
Attn: _____

12. RELATIONSHIP OF PARTIES

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between College Park and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between College Park and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of College Park including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for College Park.

13. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

14. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

- (a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

14. **GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

15. **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 constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. **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.

17. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF this ____ day of _____, 20__, said parties

have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY: _____
Bianca Motley Broom, Mayor

[Corporate Seal]

ATTEST: _____

DATE: _____

THE FERGUSON GROUP, LLC

BY: _____
W. Roger Gwinn
TITLE: Chief Executive Officer

[Corporate Seal]

ATTEST: _____
Corporate Secretary

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

- A. The Ferguson Group will act as the Washington Representative to College Park, Georgia in Washington, DC.
- B. The Washington Representative will confer with the City Manager, and such other personnel as the City Manager may designate, at the times and places mutually agreed to by the City Manager and the Washington Representative. This will be done on all organizational planning and program activity that has a bearing on the ability of the City to make the best use of federal programs and develop strategies consistent with federal agendas for accomplishing the City's goals and objectives.
- C. The Washington Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulation and other Washington developments for the purpose of advising the City, on the representative's own initiative, of those items that may have a bearing on the City's policies or programs. And, the Washington Representative will notify the City in advance of opportunities for federal funding prior to formal publication and obtain applications upon request.
- D. The Washington Representative will secure and furnish such detailed information as may be available on federal issues in which the City indicates an interest.
- E. The Washington Representative will review and comment on proposals of the City, which are being prepared for submission to federal agencies, when requested to do so by the City Manager.
- F. The Washington Representative will maintain liaison with the City's congressional delegation and assist the delegation in any matter that is in the best interest of the City and in the same manner as any other member of the City's staff might render assistance.
- G. The Washington Representative will counsel with the City and prepare briefing materials and/or conduct briefings for City representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other City business, or attend national conferences.
- H. The Washington Representative will arrange appointments (and accommodations when requested) for City officials to facilitate the efficient and effective performance of City business while in Washington, DC.
- I. The Washington Representative will contact federal agencies on the City's behalf when applications are under consideration by such agencies and otherwise take whatever steps necessary to obtain the most favorable consideration of such

applications.

- J. The Washington Representative will submit monthly reports providing the latest information on issues of interest to the City; and provide an annual report giving an overview of The Ferguson Group's work over the past year and a forecast of issues to be faced in the upcoming year.
- K. In fulfilling the responsibilities under this Agreement, the Washington Representative will act in the name of the City and with the title Washington Representative to the City of College Park, Georgia.
- L. The Washington Representative shall not perform those tasks assigned by the City to Lockridge Grindal Nauen P.L.L.P, but may assist in those tasks as directed to by the City Manager.
- M. It is understood and agreed to by The Ferguson Group and the City that the non-public information that the City furnishes to The Ferguson Group is confidential in nature. The Ferguson Group shall not divulge any confidential information obtained from the City to outside parties during or after the life of this agreement, without first obtaining the express written consent of the City. Additionally, The Ferguson Group shall maintain reasonable safeguards to protect the confidentiality of such information.

EXCLUSIONS

The Washington Representative assigned to the City:

- A. will not represent the City before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;
- B. will not perform any legal, engineering, accounting or other similar professional services.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

Affidavit Verifying Status For City Public Benefit Application

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

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 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.

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 _____ (city), _____(state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

**STATE OF GEORGIA
COUNTY OF FULTON**

AGREEMENT FOR PROFESSIONAL LOBBYING SERVICES WITH THE FERGUSON GROUP.

This Agreement made and entered into this 19th day of August, 2019, between the City of College Park, Georgia (hereinafter "the City") and The Ferguson Group, LLC, (hereinafter "The Washington Representative" or "the Contractor"), witnesseth:

WHEREAS, the City desires to retain Contractor to provide lobbying services on behalf of the City described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Contractor shall provide the services as detailed in the Scope of Services attached hereto and incorporated herein as **Exhibit A**.
2. **COSTS:** The City shall pay the Contractor \$71,195.00 lump sum for the provision of said services, paid in advance monthly installments of \$ 6,472.27. In addition to the cost of services, the City shall reimburse the Contractor for travel expenses pursuant to Paragraph B of the Cost of Services, travel and incidental expenses for attendance of conferences outside of Washington D.C. as requested or approved by the City Manager, all incidental expenses by Contractor in performances of services under this Agreement, cost of long-distance telephone calls and costs of document production. The City shall be responsible for said reimbursements not to exceed \$8,000.00 for the term of this Agreement.
3. **TERM:** This Agreement shall commence on August 19, 2019 and expire on June 30, 2020.
4. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under any provisions of this Agreement.
5. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon

Final Payment" provided by the City before receiving any interim or final payment for any services performed.

6. **THE CITY'S RESPONSIBILITIES:**

- (a) The City, through the City Manager, will advise the Contractor of the name or names of persons other than the City Manager authorized to request service by the Contractor and the person or persons to be kept advised by the Contractor.
- (b) The City will supply the Contractor with a summary of all federal issues in which the City has interests and advise the Contractor of any new developments, together with the pertinent details as to the substance of such developments.
- (c) The City will supply the Contractor with copies of budgets, planning documents, and regular reports of the City Manager, the City's agenda and proceedings, newspapers and other materials to assist the Contractor in keeping current on the City's policies and programs.

7. **INDEMNIFICATION:** The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

- 8. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

- 9. **TERMINATION:** Either Party may at any time by thirty (30) days' written notice terminate all or any part of this Agreement. If this Agreement is terminated, in whole or in part pursuant to this provision, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Contractor for the actual labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

- 10. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

- 11. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

City Manager
 College Park City Hall
 3667 Main Street
 College Park, Georgia 30337

With copies to:

City Clerk
 College Park City Hall
 3667 Main Street
 College Park, Georgia 30337

If to the Contractor:

The Ferguson Group, LLC
 Attn: _____

12. RELATIONSHIP OF PARTIES

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between College Park and Contractor. This Agreement

shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between College Park and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of College Park including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for College Park.

13. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

14. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

(a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

14. GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

15. 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 constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. 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.

17. ENTIRE AGREEMENT

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF this ____ day of _____, 20__, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY:

Jack Longino
Jack P. Longino, Mayor

[Corporate Seal]

ATTEST:

Shanika Moore

DATE:

8/22/2019

THE FERGUSON GROUP, LLC

BY:

W. Roger Gwinn
W. Roger Gwinn

TITLE: Chief Executive Officer

ATTEST:

Lisa J. Phillips
Corporate Secretary

DATE:

Sept. 12, 2019

[Corporate Seal]



EXHIBIT A
SCOPE OF SERVICES

- A. The Ferguson Group will act as the Washington Representative to College Park, Georgia in Washington, DC.
- B. The Washington Representative will confer with the City Manager, and such other personnel as the City Manager may designate, at the times and places mutually agreed to by the City Manager and the Washington Representative. This will be done on all organizational planning and program activity that has a bearing on the ability of the City to make the best use of federal programs and develop strategies consistent with federal agendas for accomplishing the City's goals and objectives.
- C. The Washington Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulation and other Washington developments for the purpose of advising the City, on the representative's own initiative, of those items that may have a bearing on the City's policies or programs. And, the Washington Representative will notify the City in advance of opportunities for federal funding prior to formal publication and obtain applications upon request.
- D. The Washington Representative will secure and furnish such detailed information as may be available on federal issues in which the City indicates an interest.
- E. The Washington Representative will review and comment on proposals of the City, which are being prepared for submission to federal agencies, when requested to do so by the City Manager.
- F. The Washington Representative will maintain liaison with the City's congressional delegation and assist the delegation in any matter that is in the best interest of the City and in the same manner as any other member of the City's staff might render assistance.
- G. The Washington Representative will counsel with the City and prepare briefing materials and/or conduct briefings for City representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other City business, or attend national conferences.
- H. The Washington Representative will arrange appointments (and accommodations when requested) for City officials to facilitate the efficient and effective performance of City business while in Washington, DC.
- I. The Washington Representative will contact federal agencies on the City's behalf when applications are under consideration by such agencies and otherwise take whatever steps necessary to obtain the most favorable consideration of such

applications.

- J. The Washington Representative will submit monthly reports providing the latest information on issues of interest to the City; and provide an annual report giving an overview of The Ferguson Group's work over the past year and a forecast of issues to be faced in the upcoming year.
- K. In fulfilling the responsibilities under this Agreement, the Washington Representative will act in the name of the City and with the title Washington Representative to the City of College Park, Georgia.
- L. The Washington Representative shall not perform those tasks assigned by the City to Lockridge Grindal Nauen P.L.L.P, but may assist in those tasks as directed to by the City Manager.
- M. It is understood and agreed to by The Ferguson Group and the City that the non-public information that the City furnishes to The Ferguson Group is confidential in nature. The Ferguson Group shall not divulge any confidential information obtained from the City to outside parties during or after the life of this agreement, without first obtaining the express written consent of the City. Additionally, The Ferguson Group shall maintain reasonable safeguards to protect the confidentiality of such information.

EXCLUSIONS

The Washington Representative assigned to the City:

- A. will not represent the City before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;
- B. will not perform any legal, engineering, accounting or other similar professional services.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

**Affidavit Verifying Status
For City Public Benefit Application**

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

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 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.
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 _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires: