

**CONTRACT FOR:
SP-S-1220401, Public Awareness Campaign**



Atlanta, Georgia

**Andre Dickens
Mayor
City of Atlanta**

**Shannon Manigault
Inspector General
The Office of Inspector General**

**Jaideep Majumdar
Chief Procurement Officer
Department of Procurement**

**Public Awareness Campaign
Special Procurement Agreement, SP-S-1220401**

Contract Name: Public Awareness Campaign	Contract No. SP-S-1220401
Service Provider Name: Jacob’s Eye, LLC	City of Atlanta Using Agency: The Office of Inspector General
Address: 2100 Riveredge Parkway Suite 710 Atlanta, GA 30328	Address: 98 Mitchell Street S.W. Atlanta, GA 30303
Phone: 404-444-5573	Phone: 404-546-2270
Email: Roger.morrison@Jacobseye.com	Email: SKManigault@AtlantaGa.Gov
Authorized Representative: Roger Morrison	Authorized Representative: Shannon K. Manigault

This Public Awareness Campaign Special Procurement Agreement, SP-S-1220401 (“**Agreement**”) between the City of Atlanta (the “**City**”), a Georgia Municipal Corporation, and Jacob’s Eye, LLC (“**Service Provider**”) is entered into and effective on this **5th** day of **December, 2022** (“**Effective Date**”). The City and Service Provider may be collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, pursuant to City of Atlanta Code of Ordinances § 2-1191.1, the Chief Procurement Officer is authorized for the purchase of public awareness campaign services from Service Provider on behalf of the City’s Office of Inspector General (“**OIG**”); and

WHEREAS, Service Provider has agreed to provide such services as outlined within this Agreement and more specifically within **Exhibit A** of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

City General Services Agreement

1. Interpretation.

1.1. All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A - General Scope of Services
3. Exhibit A.1 - Compensation
4. Exhibit A.2 - Task Orders (*not applicable*)
5. Exhibit B – Definitions
6. Exhibit C – Legislation (22-R-4032)
7. Exhibit D - City Security Policies
8. Exhibit E - Dispute Resolution Procedures
9. Exhibit F – Additional Contract Documents (IIREA Form and Business License)
10. Exhibit G – Special Procurement Designation Memo
Appendix A - Office of Contract Compliance Requirements (*not applicable*)
Appendix B - Insurance and Bonding Requirements

2. Term.

2.1. Initial Term. The initial term of this Agreement will be One (1) year. This Agreement shall commence on the Effective Date and end on December 4, 2023 . The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2. Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for one (1) additional one-year term according to the following procedure:

2.2.1. If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the Term. The legislation will establish the date of such renewal;

2.2.2. If such legislation is enacted, within fifteen (15) days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

4. Services.

¹ For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

- 4.1. Description of Services. City desires to obtain from Service Provider the services described generally on **Exhibit A** attached, and if applicable, as may be further described on any and all work orders issued by the City pursuant to Section entitled "Task Orders" below (individually, a "Task Order" and, collectively, the "Task Orders") (the "Services").
- 4.2. Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.
- 4.3. Quantity of Services. City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Agreement. Any quantity of Services or amount of Charges set forth in this Agreement are estimates only.

5. Funding.

- 5.1 The total amount of payments by City under this Agreement shall not exceed One-Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) during the first year of this Agreement is effective. For each subsequent year of this Agreement, City shall provide written notice to Service Provider of the amount of funding allocated to this Agreement for such calendar year (each annual maximum amount, including the funding for the first year, shall be the "Annual Maximum Payment Amount").
- 5.2 In addition, in the event Task Orders are applicable, each Task Order shall specify a maximum payment amount (the "Task Order Maximum Payment Amount") applicable to the Services to be performed under such Task Order.

6. Task Orders. (NOT APPLICABLE)

- 6.1. Task Orders under this Agreement may be issued by City without further legislative approval under Code Section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by City's Chief Procurement Officer, head of the affected Using Agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Task Orders for Services for which Charges are established in this Agreement. Service Provider shall promptly proceed with the Services set forth in any such Task Order. If City solicits a proposal from Service Provider for a Task Order, Service Provider shall submit its proposal with a Task Order containing all the necessary terms and executed by Service Provider. Task Orders may be executed or issued during the Term of this Agreement that contain a Service performance period that extends beyond the Term. No Task Order may be executed or issued under this Agreement subsequent to the expiration or termination of the Term.
- 6.2. Each Task Order will include the following: (a) a reference to this Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative of Service Provider and City. If any services to be performed are not specifically included in a Task Order, but are reasonably necessary to accomplish the purpose of the Task Order, they will be deemed to be implied in the scope of the Services for that Task Order to the same extent as if

specifically described in such Task Order.

7. Change Documents.

- 7.1. This section will govern changes to the Agreement, or any Task Order issued under the Agreement, whether such changes involve an increase in the Annual Maximum Payment Amount or not. Changes in Services or other aspect of this Agreement shall be made by written document ("Change Document" or " Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.
- 7.2. Potential Change Documents that may be issued concerning this Agreement or any Task Order issued under this Agreement include, but are not limited to:
- (a) Change Documents to the Agreement involving an increase to the Annual Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;
 - (b) Change Documents to the Agreement or any Task Order issued under the Agreement involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and
 - (c) Unilateral Change Documents to the Agreement or any Task Order issued under the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount.
- 7.3. Change Documents that do not involve an increase in the Annual Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by the City.
- 7.4. City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.
- 7.5. Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement or any Task Order issued under the Agreement.
- 7.6. Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days.

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.)

City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

7.6.1. City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Annual Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

7.7. Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

8. Service Provider's Obligations.

8.1. Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

8.2. Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page I of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

8.3. Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

8.4. Subcontracting. Unless specifically authorized in this Agreement or an applicable Task Order, Service Provider will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. In the event Service Provider is approved to subcontract any of the Services, Service Provider shall: (i) remain responsible for the performance of Services by the Key Subcontractor; (ii) remain City's sole point of contact for the Services; and (iii) be solely responsible for the payment of any Key Subcontractor.

- 8.5. Removal or Substitution of Service Provider Personnel. Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor without prior written approval from City, except in the case of: (i) retirement, voluntary resignation, involuntary termination for cause in Service Provider’s sole discretion, illness, disability or death of such Service Provider Personnel during the Term of this Agreement; or. (ii) such Service Provider Personnel has engaged in willful misconduct or has committed a material breach of this Agreement, in which case removal shall be effectuated by Service Provider immediately after Service Provider becomes aware of such misconduct or breach. Notwithstanding anything herein to the contrary, within seven (7) days after Service Provider's receipt of notice from City that the continued assignment of any Service Provider Personnel under this Agreement is not in the best interests of City, Service Provider shall immediately remove such Service Provider Personnel.
- 8.6. Replacement of Service Provider Personnel. Following any removal of Service Provider Personnel, Service Provider will within fifteen (15) days identify in writing to the City, a suitable replacement for immediate assignment under this Agreement. Service Provider shall assume all costs associated with the replacement of any Service Provider Personnel.
- 8.7. Service Provider Key Personnel and Key Subcontractor.
- 8.7.1 The following Persons are identified by Service Provider as Service Provider Key Personnel under this Agreement:
- (a) Roger Morrison; and
 - (b) Delano Massey.
- 8.7.2 The following Persons are identified by Service Provider as Key Subcontractor under this Agreement.
- (a) N/A.
- 8.8 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.
- 8.9 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

9. City’s Authorized Representative.

- 9.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the “City Authorized Representative”) who shall (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

9.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

10. Payment Procedures.

- 10.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges set forth in an applicable Task Order for Service Provider's provision of the Service/ Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement and issued Task Orders are set forth on Exhibit A.1 Compensation.
- 10.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with the applicable Task Order. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth in a Task Order, Service Provider shall invoice City monthly for Services rendered.
- 10.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.
- 10.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Annual Maximum Payment Amount for all Services under all Task Orders, nor shall City be obligated to pay any amount in excess of a Task Order Maximum Payment Amount.
- 10.5 Payment. Unless otherwise specified in Exhibit A or Exhibit A.1 as applicable, City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Task Order, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.
- 10.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.
- 10.7 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.
- 10.8 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all Key Subcontractor, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies

constituting final payment to Service Provider.

11. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term and any subsequent Task Order performance period, Service Provider warrants to City that:

- 11.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement, or the provision of Services by Service Provider is pending or threatened.
- 11.2 Validity of Agreement. This Agreement has been duly and validly executed and delivered by Service Provider and constitutes the valid and binding obligation of Service Provider, enforceable in accordance with its terms.
- 11.3 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.
- 11.4 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents, including the relevant Task Order.
- 11.5 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.
- 11.6 Intellectual Property Rights. None of the processes or procedures utilized by Service Provider to fulfill its obligations hereunder, nor any of the materials and methodologies used by Service Provider in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property Rights or privacy, publicity or other rights.
- 11.7 Contingent Fees Prohibited. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for Service Provider, to solicit or secure this Agreement; and that Service Provider has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Service Provider, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the Agreement, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

12. Compliance with Laws.

- 12.1 General. Service Provider and its Key Subcontractor will perform the Services in compliance with all Applicable Laws
- 12.2 City's Socio-Economic Programs. Service Provider shall comply with any and all applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.
- 12.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

13. Data Security.

13.1 To the extent that Service Provider accesses or processes any data received from or on behalf of City in the course of provision of the obligations under this Agreement, Service Provider shall at all times:

- (a) act only on the instructions of City;
- (b) not transfer the data to another party without City's prior written consent;
- (c) have in place appropriate technical and organizational security measures against unauthorized or unlawful processing, loss, destruction, damage of such data;
- (d) immediately notify City upon any breach, potential breach, or unauthorized access to data;
- (e) immediately notify City of any requests for information, complaints, or other communications received from any governmental agency regarding data; and
- (f) upon City's request, facilitate City's interaction with governmental agencies.

13.2. Information Security Program. Service Provider has an established written information security program ("ISP") containing appropriate administrative, technical and physical measures to protect City data (including Personal Information) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws.

13.3. Data Security Incident

13.3.1. Notification. If Service Provider becomes aware of a security breach (as defined in any Applicable Law) or any other event that compromises the security, confidentiality or integrity of City's Personal Information (an "**Incident**"), Service Provider will take appropriate actions to contain, investigate and mitigate the Incident. Service Provider shall notify City of an Incident as soon as reasonably possible, but in no event later than 72 hours.

13.3.2. Other Service Provider Obligations. In the event that an Incident is the result of the failure of Service Provider to comply with the terms of this Agreement, Service Provider shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of: (a) notifying affected individuals, insureds, or others the City deems appropriate, provided that Service Provider and City shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements; (b) establishment of a call

center or other communications procedures in response to such Incident (e.g., customer service FAQs, talking points and training); (c) public relations and other similar crisis management services; (d) legal and accounting fees and expenses; and (e) one year of credit monitoring to affected individuals. The foregoing obligations shall not be limited in any way by any limitation of liability under this Agreement, nor shall any amounts paid or incurred under this section count towards or be applied to any cap or other limitation on damages.

13.4 Service Provider shall comply with City Code of Ordinances Section 2-232.1, the City's IT Security Policies attached hereto as Exhibit D, and any additional City policies regarding the access, use, storage of data and other sensitive security information stored, maintained, or otherwise owned by the City and shall ensure that all employees, subcontractors, agents, and partners comply and adhere to the same.

14. Business Continuity; Disaster Recovery. Throughout the Term, Service Provider shall maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

15. Confidential Information.

15.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration of termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

15.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclosure, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information, but the other Party does not.

16. Work Product.

- 16.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Service Provider or any of its Service Providers exclusively for the City under this Agreement., and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Service Provider’s or its Service Providers’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Service Provider and its Service Providers grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.
- 16.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- 16.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- 16.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.
- 16.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider’s agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider’s name, with the same force and effect as if performed by Service Provider.

17. Audit and Inspection Right.

- 17.1 Service Provider shall maintain complete and accurate books, records and accounts to support and document performance under this Agreement by Service Provider, Service Provider

Personnel, Service Provider's Key Subcontractor and any sub-subcontractor ("Service Provider Records"). Service Provider shall keep, at no additional cost to City, in a reasonably accessible location, all such Service Provider Records for a period of seven (7) years after expiration of this Agreement or as required by law, if longer. The Service Provider Records may be inspected, audited and copied by City or City Representatives during normal business hours and at such reasonable times as City and Service Provider may determine. If any audit or inspection of Charges or Service Provider's performance, including the performance of any Service Provider Personnel, Service Provider's Key Subcontractor and any sub-subcontractor, reveal that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

- 17.2 Upon City's request, Service Provider shall provide a copy of the latest operations audit for Facilities not managed by City that are used to provide services under this Agreement. Each report shall cover a twelve (12) month period during the Term. Such audits may be on a rotating site basis where operations and procedures of Service Provider and Service Provider Personnel comply in all aspects of this Agreement. Service Provider shall provide City with a copy of each report prepared in connection with each such audit within thirty (30) days after it prepares or receives such report. City may consult with all Third Party auditors and review Third Party audit reports for any reviews which were conducted and are relevant to the services.
- 17.3. During regular business hours, but no more frequently than once every twelve (12) months, City may, at its sole expense, perform an audit of Service Provider's operations which shall not be duplicative of any other audits required by this Agreement. Such audits shall be conducted on a mutually agreed upon date (which shall be no more than thirty (30) Business Days after City's written request of time, location and duration), subject to reasonable postponement by Service Provider or Service Provider Personnel upon Service Provider or Service Provider Personnel's request, provided however, that no such postponement shall exceed thirty (30) Business Days, unless agreed to in writing by the Parties. Service Provider or Service Provider Personnel shall provide City with a copy of each report prepared in connection with any such audit within thirty (30) calendar days after Service Provider or Service Provider Personnel receives such report. Service Provider or Service Provider Personnel shall promptly act at its expense to correct those matters or items identified in any such audit that require correction.
- 17.4. Upon written notice and at a mutually acceptable time, City or City Representatives may audit, test and inspect: (i) Service Provider's ISP; (ii) Service Provider's Facilities; (iii) Service Provider's Business Continuity and Disaster Recovery Plans; and, (iv) Key Subcontractor locations, as well as other Service Provider resources, including systems equipment, operational environments, support locations, recovery processes, data centers, backup locations and call centers used to provide services under this Agreement. This Information Security Audit is in addition to other audit rights granted herein. Service Provider or Service Provider Personnel shall promptly take action at its expense to correct all issues identified by an Information Security Audit that City, in its reasonable discretion, identifies as requiring correction. Service Provider shall ensure that all Service Provider Personnel maintain adequate policies, procedures and controls designed to ensure that such Service Provider Personnel will protect City Confidential Information in the same manner that Service Provider is required to protect City Confidential Information under this Agreement. Upon the request of City, Service Provider shall deliver to City such information as may be reasonably requested by City related to Service Provider's oversight of any Service Provider Personnel, including any findings by Service Provider that any Service Provider Personnel is not in compliance with the information security requirements set forth in this Agreement.

17.5. Service Provider shall provide annually at its expense its most recent AICPA Service Organization Control (SOC) Service Auditor's Reports (or any successor reports thereto) pertaining to the service obligations of Service Provider under this Agreement and covering the most recent consecutive twelve (12) month period during the Term. Service Provider shall provide City a copy of each report within thirty (30) calendar days after Service Provider receives such report. Additionally, Service Provider shall provide City with a copy of Service Provider's ISO reports or other similar reports, if any. Service Provider shall inform City of any internal auditing capability it possesses and permit City to consult with such auditors at reasonable times.

18. Indemnification by Service Provider.

- 18.1. General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:
- (a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;
 - (b) compensation or benefits of any kind, by or on behalf of Service Provider Key Personnel, or any Key Subcontractor, claiming an employment or other relationship with Service Provider or such Key Subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Key Personnel or Key Subcontractor);
 - (c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;
 - (d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and
 - (e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.
- 18.2. Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Service Provider (or any Service Provider Personnel), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations,

at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (D) create a feasible workaround that would not have any adverse impact on City.

19. Limitation of Liability.

19.1. General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR CONTRACTOR'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY CONTRACTOR" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY CONTRACTOR, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.2. Exceptions to Limitations. The limitations set forth in the immediate **subsection** shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the **Section entitled "Confidential Information"**; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

20. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on Appendix B.

21. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30)

consecutive days, City may, at its option during such continuation, terminate this; Agreement, in whole or in part, without penalty or further obligation or liability of City.

22. Termination.

- 22.1. Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement or any Task Order:
- (a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;
 - (b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;
 - (c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or
 - (d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.
- 22.2. Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above **subsection** entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.
- 22.3. Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.
- 22.4. Termination by City for Convenience. At any time during the Term of this Agreement or any issued Task Order, City may terminate this Agreement or the Task Order for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

- 22.5 Termination for Lack of Appropriations. If, during any year of this Agreement, legislation establishing an Annual Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which an Annual Maximum Payment Amount has been legislatively authorized; provided, however, that Task Orders funded out of a previously legislatively authorized Annual Maximum Payment Amount may continue beyond such termination date.
- 22.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

23. Dispute Resolution.

- 23.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement or any Task Order in dispute is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.
- 23.2. Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.
- 23.3. Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.
- 23.4. Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the **Section titled "Confidential Information"**, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

24. Ethics in Contracting

- 24.1. Prohibition against Contracting with Predatory or High Cost Lenders. By execution of this Agreement, Service Provider, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is Service Provider an Affiliate of a predatory lender or a high cost lender,

as defined by City Code of Ordinances §58-102. The undersigned Service Provider, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Service Provider.

24.2. Fraud and Misrepresentation. Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Service Provider agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Service Provider further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Service Provider agrees to place signage provided by the City regarding the Integrity Line at the location to which Service Provider employees report to perform the services required by this Agreement. Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of Service Provider or any Service Provider Personnel may result in suspension or debarment of Service Provider; and the City may pursue any other actions or remedies that the City may deem appropriate. Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

24.3. Labor Trafficking Prohibitions.

24.3.1. Pursuant to O.C.G.A. §16-5-46, Service Provider agrees that Service Provider, its employees, directors, officers, owners, subcontractors, vendors, suppliers, agents and affiliates shall not engage in Human Trafficking including, but not limited to: (a) using forced labor, (b) engaging in misleading or fraudulent recruitment practices, (c) charging recruitment fees, (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, (f) failing to provide an employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Service Provider agrees to cooperate fully with and provide reasonable access to any agency or governmental authority conducting investigations into actual or alleged violations of this section, self-report activities that are inconsistent with or otherwise violate the provisions of this section or any other applicable law or regulation.

24.3.2. Service Provider agrees that Service Provider, its subcontractors, vendors and suppliers shall create and post a formal compliance plan at (a) at any and all locations at which Service Provider engages in business and/or locations at which Service Provider may have employees on site and/or (b) on any website owned by or maintained for the benefit of Service Provider. Service Provider agrees to maintain a formal compliance plan including, as appropriate an employee awareness program about United States and State of Georgia anti-trafficking policy and preventative procedures. Each contractor and subcontractor must formally certify it has a compliance plan in place, due diligence was conducted, the absence of misconduct, and that, if misconduct was observed, that appropriate remediation and referral actions were taken.

- 24.3.3. Any violation of the provisions contained herein, in whole or in part, may result in (a) suspension of this Agreement and/or any other existing agreements with Service Provider and/or any current or future payments or compensation required pursuant to this Agreement, (b) termination of this Contract or any existing, pending or future agreements with Service Provider, (c) debarment, as defined under 48 C.F.R. 9.406-2, City of Atlanta Code of Ordinances Section 2-1623 and/or (d) any other claims, actions, remedies, judgments, fees or costs as allowed in accordance with any Applicable law, now or hereafter in effect.
- 24.4. Illegal Immigration Reform and Enforcement Act. For the entire Term of this Agreement, Service Provider must comply with the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”) (O.C.G.A. §13-10-90 *et seq.*), as it may be amended from time to time, including but not limited to, obtaining affidavits from Contractor’s subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Service Provider. Service Provider shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor’s subcontractors and sub-subcontractors that perform all or part of the services in this Agreement. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.
- 24.5. Gratuities and Kickbacks. In accordance with the City Code of Ordinances, §2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal there for. Additionally, it shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.
- 24.6. City Equal Employment Opportunity (EEO) Provision. Service Provider shall comply with City Code of Ordinances §§2-1200 and 2-1414 as follows during the performance of the Agreement:
- 24.6.1 Service Provider shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following: Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Service Provider agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- 24.6.2 Service Provider shall, in all solicitations or advertisements for employees, placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- 24.6.3 Service Provider shall send to each labor union or representative of workers with which Service Provider may have a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of Service Provider's commitments under the equal employment opportunity program of the City and under the City Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Service Provider shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- 24.6.4 Service Provider shall furnish all information and reports required by the contract compliance officer pursuant to the City Code of Ordinances, and shall permit access to the books, records, and accounts of Service Provider during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- 24.6.5 Service Provider shall take such action with respect to any subcontractor Provider as the city may direct as a means of enforcing the provisions of the EEO provisions herein, including penalties and sanctions for noncompliance; provided, however, that in the event Service Provider becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, Service Provider or the city may request the United States to enter into such litigation to protect the interests of the United States.
- 24.6.6 Service Provider and its subcontractor Providers, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of Service Provider and its subcontractor Providers.
- 24.6.7 Service Provider shall include these EEO provisions in every subcontract or purchase order so that such provisions will be binding upon each subcontractor Provider or vendor.
- 24.6.8 A finding, as hereinafter provided, that a refusal by Service Provider or subcontractor Provider to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
- 24.6.8.1 Withholding from Service Provider in violation all future payments under the involved contract until it is determined that Service Provider or subcontractor Provider is in compliance with the provisions of the contract;
 - 24.6.8.2 Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as Service Provider or subcontractor Provider demonstrates that there has been established and

there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

24.6.8.3 Cancellation of the public contract; or

24.6.8.4 In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Service Providers, subcontractor Providers or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

25. **Federal Required Clauses.**

A. Federal Equal Employment Opportunity (EEO) Provision. During the performance of the Agreement and in addition to compliance with the City Equal Employment Opportunity (EEO) Provision of this Agreement, Service Provider agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Service Provider not discriminate based on race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. Service Provider must include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor. Service Provider further agrees not to discriminate in educational programs and activities relating to this Agreement based on race, color, religion, gender, national origin, age or disability.

B. Clean Air Act.

- (1) The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office.
- (3) The Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Federal Water Pollution Control Act.

- (1) The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office.
- (3) The Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Procurement of Recovered Materials.

- (1) In the performance of the Agreement, the Service Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - (i) competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (ii) in accordance with the Agreement performance requirements; or
 - (iii) at a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

E. Access to Records. The following access to records requirements applies to the Agreement:

- (1) The Service Provider agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Service Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

F. Department of Homeland Security (DHS) Seal, Logo, and Flags. The Service Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

G. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Service Provider, or any other party pertaining to any matter resulting from the Agreement.

H. Program Fraud and False or Fraudulent Statements or Related Acts. The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this Agreement.

26. General.

- 26.1. Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in

this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

- 26.2 Unauthorized Goods or Services. Service Provider acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if the Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.
- 26.3. Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.
- 26.4. Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.
- 26.5. Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.
- 26.6. Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.
- 26.7. Non-Exclusivity. This Agreement is not exclusive. During the Term of this Agreement, the City reserves the right to select other Service Providers, Service Providers and suppliers to provide goods and services similar to goods and services provided by Service Provider or otherwise described in, provided for or anticipated in this Agreement.
- 26.8. Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.
- 26.9. No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

- 26.10. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.
- 26.11. Independent Service Provider. Service Provider is an independent Service Provider of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.
- 26.12. Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.
- 26.13. Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 26.14. Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING ADDITIONAL TERMS IN ITS INVOICES, OR OTHER BUSINESS FORMS, INCLUDING ANY SHRINK-WRAP, BROWSE-WRAP, CLICK-THROUGH, ACCEPTABLE USE POLICIES OR END USER LICENSE AGREEMENTS, IF ANY ("ADDITIONAL TERMS"), PROVIDED WITH THE PROVISION OF THE SERVICES, EVEN IF USE OF SUCH SERVICES REQUIRES AN AFFIRMATIVE "ACCEPTANCE" OF THOSE ADDITIONAL TERMS BEFORE ACCESS IS PERMITTED. ALL SUCH ADDITIONAL TERMS SHALL BE DEEMED FOR SERVICE PROVIDER'S INTERNAL ADMINISTRATIVE PURPOSES ONLY, ARE OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.
- 26.15. Specified Excuses for Delay or Nonperformance. Service Provider shall not be entitled to payment or compensation of any kind from the City for indirect, impact, or delay damages, including but not limited to costs of delay, disruption, interference, ripple effect, unforeseen site conditions, loss of anticipated profits, impact or hindrance from any cause whatsoever (collectively "Delay Damages"), whether such delay, disruption, interference, ripple effect, unforeseen site conditions, impact or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Service Provider expressly waives and releases any Claim for Delay Damages and agrees that Service Provider's sole and exclusive remedy for any delay shall be an extension of time to perform the services agreed to in this Agreement.
- 26.16. Originality and Title to Concepts, Materials, and Goods Produced. If applicable, Service Provider represents and warrants that all the concepts, materials, goods and services produced, or provided to the City pursuant to the terms of the Agreement shall be wholly original with the Service Provider or that the Service Provider has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Service Provider represents and warrants that the concepts, materials, goods and services and the City's use of same and the exercise by the City of the

rights granted by the Agreement shall not infringe upon any other work, other than material provided by the Agreement to the Service Provider to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Service Provider represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Agreement.

- 26.17 Counterpart Signatures. This Agreement may be signed in two or more counterparts by original, facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 26.18 Electronic Signatures. Pursuant to O.C.G.A. §10-12-7, the Agreement and its Contract Documents may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.


[Signatures on the following page.]

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

City of Atlanta

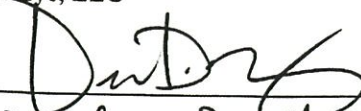


Mayor




Municipal Clerk (Seal)

Jacob's Eye, LLC

By: 
Name: Delano D. Massey
Title: CEO / Managing Member

Approved:

DocuSigned by:


The Office Inspector General

DocuSigned by:


Chief Procurement Officer

Approved as to form:

DocuSigned by:


Assistant City Attorney

EXHIBIT A
GENERAL SCOPE OF SERVICES

Below is the agency's approach for the launch of the Atlanta Office of the Inspector General public awareness campaign:

Discovery

Quickly immerse and understand the current state.

- › Kickoff to establish roles, ways of working, and timeline
- › Understand audience demographics and establish a baseline for sentiment and engagement
- › Review existing communication channels and preferences
- › Understand current brand and establish new brand positioning

Strategy

Develop the strategy and plan.

- › Hold a stakeholder brainstorming and planning session to:
 - Hone in on what we want our target audiences to know, feel and do and the value proposition for them in doing so
 - Become aware of any hurdles
 - Align on objectives and measures of success
 - Capture key deliverables and tactics
- › Build a strategic communication plan, including:
 - Inspiring strategies and goals
 - Compelling internal and external message platforms
 - Practical timeline and tactical action plan
 - Clear metrics for success
 - Final fine-tuning

Execution

Create the Experience

- › Develop a suite of communication deliverables for the public awareness campaign launch, including:
 - Paid, owned, and earned media campaign to announce launch (includes website redesign, social media content calendar, press releases, and pitches to local media)
 - Materials to activate new branding and messaging across communication channels (posters, fact sheets, and brochures)
 - Branded templates for presentations, email marketing, and social media
 - Design annual reports

Evaluation

Assess the impact

JacobsEye believes in measuring results with proven metrics. With current clients, the agency submits a monthly report that outlines media impressions and effectiveness, social media engagement, website traffic, and more. We tailor these reports to each client's KPIs (key performance indicators). In every instance, JacobsEye believes in comprehensive campaign evaluation to continuously improve delivery and effectiveness.

Service Provider will provide the following services for the City of Atlanta Office of the Inspector General:

- **Assistance with the development of branding for the office, including but not necessarily limited to:**
 - i. **Logo design**
 - ii. **Letterhead/business card design**
 - iii. **Annual report design**
 - iv. **Website revamp**
 - v. **Creative copy**

- **Creation and execution of an advertisement campaign, including but not necessarily limited to:**
 - i. **Print posters / brochures**
 - ii. **Social media outreach**
 - iii. **Press release / print and television media outreach**
 - iv. **Any other modes, methods, or platforms to best connect with Atlanta citizens**

- **Development and tracking of a set of metrics to evaluate the success of the campaign**

Service Provider warrants that it has a minimum of two years of experience providing branding and/or marketing services.

EXHIBIT A.1
COMPENSATION

1) Quote

Project Management & Reporting	\$3,500 per month
Public Relations & Communications	\$5,000 per month
Creative & Content Development	\$1,500 per month
Year One	\$120,000 total

In addition, we can add the following a la carte:

- > Paid Media: Year 1: \$100,000, then lower by 50% for two years then up again
- > Photoshoot/video shoot for PR and Paid Media: \$ 20,000
- > Social Listening, Tracking and Reporting: \$25,000

Budget w/ Justification
se Period - POP - 12 months

ITEM	SUPPLIES/ SERVICES	JUSTIFICATION	QTY/UNI T	UNIT PRICE	AWARDED AMOUNT
1	Public Relations & Communications	Managing and directing an organization’s internal and external communications by supervising public relations staff, create communication strategies, and may serve as the key spokesperson and media contact. Developing and maintaining the public images of their clients or organizations. Tasked with fielding media questions and pitching stories to the media, preparing media kits and organizing press conferences. Create, curate, and manage all published content.	12	\$ 5,000.00	\$ 60,000.00
2	Creative & Content Development	Team JE's comprehensive plan will include goals (campaign and brand awareness, audience building and engagement, and behavior change), SMART objectives, metrics to reach (and baseline metrics so we can define what success means), messaging/themes, strategies, tactics (social media, digital media, traditional media outreach, advertising, influencers/brand partnerships, etc.), a launch/rollout plan, timeline, content calendar, how to reach specific audiences and metrics/evaluation	12	\$ 1,500.00	\$ 18,000.00
3	* Project Management & Reporting	Team JE has extensive experience in providing weekly reporting to clients. These reports reflect on any and all work done by JE. Additionally, we will participate in conference calls/in person meetings as required throughout the award period. Contractor will provide monthly status reports and a final summary report.	12	\$ 3,500.00	\$ 42,000.00
4	N/A	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A	N/A

*Potential fund allocations will be discussed on a quarterly basis.

Related to any additional services necessary, JE will manage the procurement of the additional items with a mark up of 17.5%

Grand Total (Excluding additional costs): \$ 10,000.00 \$ 120,000.00

ITEMS	JUSTIFICATION	QTY/UNIT	PROPOSED CHANGE(S) UNITS	PROPOSED CHANGE(S) AMOUNT
Public Relations & Communications	NO CHANGES	12	\$ 5,000.00	\$ 60,000.00
Creative & Content Development	NO CHANGES	12	\$ 1,500.00	\$ 18,000.00
Project Management & Reporting	<p>JE will be shifting resources from Project Management & Reporting to 'Campaign Strategy' & 'Light Production'</p> <p>Reduced expectation for project management services going from weekly reports to monthly reports. From daily direct contact with client (if needed) to weekly.</p>	12	\$ 1,833.33	\$ 22,000.00
Campaign Strategy	<p>ADDED - Strategy was a part of the work that we had initially planned to build under the PM hours category but, we are calling it out more specifically here. JE has extensive experience in building campaign strategies based on the client needs that will display on all necessary platforms, and target the right audience.</p>	2	\$ 4,000.00	\$ 8,000.00
Light Production	<p>ADDED - Photography shoot, Video production. We will have access to ATL OIG content repository, creative assets, photos, videos, etc. to modify and customize for localized target audience campaign. Additionally, we will have access to brand style guides to stay consistent with the brand's position.</p>	1	\$ 12,000.00	\$ 12,000.00

\$ 120,000.00

EXHIBIT A.2

**TASK ORDERS
[NOT APPLICABLE]**

EXHIBIT B
DEFINITIONS

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of an kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s Key Subcontractor Provider; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement or any Task Order.

“Charges” means the amounts payable by City to Service Provider under this Agreement and any applicable Task Order.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Confidential Information” means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law, including Personal Information. Confidential Information does not include information: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party’s possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or references to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Events(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes, and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Personal Information” means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity.

“Service Provider Personnel” means and refers to Service Provider employees, agents, representatives, subcontractors and/or sub-subcontractors hired and maintained to perform Services hereunder.

“Task Order Commencement Date” means the date set forth in each Task Order on which the Services under such Task Order shall begin.

“Third Party” means a Person other than the Parties.

“Work Product” means any work product, creation, material, item or deliverable, documentation or other item created by Service Provider or Service Provider Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secrets laws.

EXHIBIT C

AUTHORIZING LEGISLATION



**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4032

A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK AS AMENDED BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE A SPECIAL PROCUREMENT AGREEMENT, FOR SP-S-122401, PUBLIC AWARENESS CAMPAIGN WITH JACOBSEYE, LLC, ON BEHALF OF THE COMPLIANCE DIVISION OF THE OFFICE OF THE INSPECTOR GENERAL, FOR A TERM OF ONE (1) YEAR WITH ONE (1) ONE (1) YEAR RENEWAL OPTION AT THE CITY'S SOLE DISCRETION, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00), FOR THE INITIAL TERM FOR THE PROVISION OF BRANDING AND MARKETING SERVICES; WITH ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.(FAVORABLE AS AMENDED BY FINANCE/EXECUTIVE COMMITTEE 8/10/22)

WHEREAS, pursuant to Ordinance 19-O-1729 adopted on February 3, 2020, the Atlanta City Council established the Compliance Division of the Office of the Inspector General (OIG) to prevent and detect waste, fraud, and abuse by City of Atlanta (City) departments, offices, boards, activities and agencies; and

WHEREAS, the OIG identified a need for a public awareness campaign (Campaign) designed to (1) increase awareness of the existence and function of the OIG; (2) generate complaints and facilitate inquiries with the OIG; and (3) bolster public trust in City government; and


WHEREAS, following an unsuccessful Request For Proposal (RFP-S-1220229) advertised on Monday March 28, 2022, where two proponent submitted proposals and both were deemed non-responsive, OIG pursued a special procurement to secure branding and marketing services for the Campaign (the Services); and

WHEREAS, the City advertised SP-S-1220401, Public Awareness Campaign on behalf of OIG; and

WHEREAS, following review and consideration of the proposals submitted in response to the solicitation, OIG determined that JacobsEye, LLC best meets the needs for the Campaign; and

WHEREAS, in accordance with Code Section 2-1191.1 of the City of Atlanta Code of Ordinances, the Chief Procurement Officer determined that a special procurement for the Services is appropriate; and

WHEREAS, OIG and the Chief Procurement Officer recommend the contract for SP-S-1220401, Public Awareness Campaign be awarded to JacobsEye, LLC, for a term of one (1) year with one (1) one (1) year renewal option, in an amount not to exceed One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) for the initial term; and



WHEREAS, the Chief Procurement Officer certifies that any organizational and personal relationships disclosed by JacobsEye, LLC, have been considered in accordance with Section 2-1214 of the City of Atlanta Code of Ordinances and award of the agreement is appropriate.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor, or his designee, is authorized to execute a special procurement agreement for SP-S-1220401, Public Awareness Campaign, on behalf of OIG, in an amount not to exceed One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) for the initial term.

BE IT FURTHER RESOLVED, that the term of the agreement will include a term of one (1) year with one (1) one (1) year renewal option to be exercised at the City's sole discretion.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from the following Funds, Departments, Organizations, and Accounts: 1001 (General Fund) 270201 (Inspector General Administration) 5212001 (Consulting/Professional Services) 1120000 (Legislative Committees and Special Bodies) \$84,000.00; 5051 (Water and Wastewater Revenue Fund) 270201 (Inspector General Administration) 5212001 (Consulting/Professional Services) 1120000 (Legislative Committees and Special Bodies) \$18,000.00; 5501 (Aviation Revenue Fund) 270201 (Inspector General Administration) 5212001 (Consulting/Professional Services) 1120000 (Legislative Committees and Special Bodies) \$18,000.00.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare all appropriate documents for execution by the Mayor, or his designee.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability under the same until it has been approved as to form by the City Attorney or her designee, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to JacobsEye, LLC.

A true copy,



At Vanessa Waldon
Deputy Municipal Clerk

ADOPTED *as amended* by the Atlanta City Council
APPROVED per City Charter Section 2-403

AUG 15, 2022
AUG 24, 2022



CITY COUNCIL
ATLANTA, GEORGIA



22-R-4032

SPONSOR SIGNATURES


Howard Shook, Councilmember, District 7

EXHIBIT D

CITY SECURITY POLICIES

	CITY OF ATLANTA	Control ID	NIST-CSF
		Effective Date	4/21/2020
		Version Number	1.2
		Revision Date	04/01/2020
Infrastructure, Platform and Software as a Service		Approved By	Gary Brantley, Chief Information Officer
		POC for Changes	AIM Office of Information Security
DocuSigned by:  <small>5978BF3984D145A</small> Gary Brantley, Chief Information Officer, AIM		April 22, 2020 <i>Date signed</i>	

1.0 Purpose:

This policy defines the requirements to properly acquire and securely utilize Infrastructure, Platform and Software as a Service throughout the City of Atlanta (“City”). Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS) offers a number of advantages including lower cost, high performance, and quick delivery of services. That said, security controls are required to protect City information technology resources.

2.0 Scope:

This policy addresses the use of IaaS, PaaS, and SaaS for City enterprise purposes where the service essentially becomes an extension of the City network. This policy applies to employees, contractors, consultants, temporaries, and other workers at the City. It also includes personnel affiliated with third parties that are performing work related to the City.

3.0 Contracts:

Contracts – City Staff, Contractors, and Affiliates are not permitted to independently enter into IaaS or PaaS service contracts for the storage, manipulation, or exchange of City data. City departments who need IaaS or PaaS services must use the IaaS and PaaS vendors that have been vetted and approved by the City Chief Information Officer and Chief Technology Officer. The IaaS and PaaS implementation plan must also be vetted and approved by AIM Security.

Purchases – Purchases of SaaS services require a review by AIM Security prior to implementation. Failure to adequately plan for the security review will result in delay or termination of the project.

Document Title: Infrastructure, Platform and Software as a Service	Internal Use Only	Document Owner:
Control ID: NIST-CSF Version 1.2 04-01-2020	Page 1 of 6	AIM Office of Information Security

4.0 Required Safeguards

The use of IaaS, PaaS, and SaaS services must comply with existing City computing policies. These policies include but are not limited to:

- Information Classification Policy
 - Acceptable Use of Assets Policy
- The use of IaaS, PaaS, and SaaS services must comply with all laws and regulations governing the variety of data types used by the City.
 - Personal cloud service accounts may not be used for the storage, manipulation, or exchange of City-related communications or City-owned data.
 - All City data must be hosted and processed on servers located within the continental United States.
 - Data stored in the cloud and data in transit to and from the cloud, must be encrypted. This also applies to streaming media such as audio or video.
 - The communications channel used to transmit data to and from the cloud, must also be encrypted.
 - If the cloud technology requires the use of City Active Directory credentials, Single Sign On (SSO) should be used whenever possible. In all cases, multi-factor authentication must be used.
 - Privileged access users accessing the management console or other privileged accounts in the cloud, must use multi-factor authentication/VPN.
 - All passwords must adhere to City password complexity requirements.
 - NetFlow and application logging must be retained for a period of not less than 6 months. Upon request, logs should be exportable to the City within 5 business days.

API Keys:

- Justification is required for their generation.
- Must grant minimum necessary privileges.
- Must be rotated at least annually.

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5.0 Vendor Guidelines:

Vendors for IaaS or PaaS services are vetted and contracted on an enterprise contract for the City. The terms of use for SaaS vendors must be closely scrutinized to ensure adequate protection of the confidentiality, integrity, and availability of City data.

IaaS, PaaS, and SaaS services must not be engaged without developing an exit strategy for disengaging from the vendor or service. There should also be provisions made for integrating the service into City business continuity and disaster recovery plans. The City must determine how data would be recovered from the vendor and/or transferred to a different vendor. The City must also work with the vendor to establish procedures on data sanitization from the vendor's services. Each City department must follow an appropriate records retention schedule that dictates when different types of City data are purged. Examples include photos wearing City apparel and posts revealing details of employment with the City. Data along these lines should be discarded or destroyed as defined by Records Retention Schedule.

In the event of termination of contract, all of the City's data shall be returned to the City in a usable format and all City information remaining on the vendor's equipment must be purged. A statement acknowledging that the City's information has been purged from the vendor's information processing facilities shall be submitted to the City upon termination of contract.

Vendors must follow all applicable City change control processes, procedures and policies. In cases where the vendor is providing Cloud Services to the City, a copy of the vendor's change control procedures shall be provided to the City. The vendor shall coordinate all changes with the City and have them logged for auditing and reporting purposes. The vendor shall not introduce environment changes in advance of receiving authorization from the City.

Vendors shall comply with all federal, state, and local auditing requirements. Vendors shall not access any City Information Technology Assets outside the nature and scope of its original approved access request without approval from the AIM Chief Technology Officer.

Document Title: Infrastructure, Platform and Software as a Service	Internal Use Only	Document Owner:
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7.0 DEFINITIONS:

Infrastructure as a Service (IaaS) refers to the fundamental building blocks of Cloud Services. IaaS offers an alternative to locally owned and hosted servers, and users of an IaaS service can build a “virtual datacenter” that has access to many of the same resources as a traditional datacenter without the large upfront investment and space constraints. IaaS is the “lowest level” of the Cloud Services stack, and acts as the “foundation” for all the other segments of cloud services. Examples of IaaS would include Amazon Web Services (AWS), Microsoft Azure, and Google Cloud Platform (GCP).

Platform as a Service (PaaS) is one level above IaaS in the Cloud Services stack. A PaaS solution would provide the environment for which the service or program will run, such as the operating system and all necessary software. PaaS is built on top of virtualization technology, which enables efficient hosting and on-demand scaling. IaaS is strictly concerned with hardware and storage devices and PaaS consists of virtual machines that are already loaded with all necessary operating systems and supporting software. Some examples of PaaS include Cloud Foundry, Google App Engine, and Microsoft Azure.

Software as a Service (SaaS) is the highest level of the Cloud Services stack and includes pre-packaged software that the City licenses directly from a vendor.

Typically, the City accesses the application via a web browser. SaaS moves the task of managing and deploying software to a third-party service. Examples of SaaS include Salesforce, ServiceNow, Google Docs, and cloud storage portals like Box or Dropbox. Using SaaS means the customer is not responsible for hosting, updating, or troubleshooting the software, as it is supplied, ready-for-use, by the vendor.

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User - Any City employee or partner who has been authorized to access any City electronic information resource.

Cloud is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g. networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

Vendor - All non-City individuals and entities, including but not limited to, paid and unpaid service providers, independent contractors, sub-contractors, consultants, sales representatives, and guests of the City who require access to the City Information Technology Assets.

8.0 References:

ISO/IEC 17788

NIST 500-322


Document Title: Infrastructure, Platform and Software as a Service	Internal Use Only	Document Owner:
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Appendix A – Signatures

Directors

1. Erin Greene

Erin Greene
Director


2. Praveen Hombaiah

Praveen Hombaiah
Director

3. Jeffery Miller

Jeffery Miller
Director

4. Kelvin Brooks

Kelvin Brooks
Executive Director

5. Noel Smalls

Noel Small
Director

6. Carla Smith

Carla Smith
Director

7. Dwayne Cole

Dwayne Cole
Director

8. Shanda Astin

Shanda Astin
Manager

9. Tameeka Neely-Dudley

Tameeka Neely-Dudley
Director

10. Mark Avery

Mark Avery
Manager

Document Title: Infrastructure, Platform and Software as a Service	Internal Use Only	Document Owner:
Control ID: NIST-CSF Version 1.2 04-01-2020	Page 6 of 6	AIM Office of Information Security

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

DISPUTE RESOLUTION PROCEDURES

1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of its circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 7.4 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternative dispute resolution.

**EXHIBIT F
ADDITIONAL CONTRACT DOCUMENTS**

**IIREA FORM
BUSINESS LICENSE**

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STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/31/2022 12:58:12

BUSINESS INFORMATION

BUSINESS NAME : JACOB'S EYE, LLC
CONTROL NUMBER : 11087573
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2022

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 1450 Ralph David Abernathy Blvd., Suite 301, Atlanta, GA, 30310, USA
REGISTERED AGENT NAME : DELANO D. MASSEY
REGISTERED OFFICE ADDRESS : 1450 Ralph David Abernathy Blvd., Suite 301, Atlanta, GA, 30310, USA
REGISTERED OFFICE COUNTY : Fulton

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 2100 Riveredge Parkway, Suite 710, Atlanta, GA, 30328, USA
REGISTERED AGENT NAME : DELANO D. MASSEY
REGISTERED OFFICE ADDRESS : 2100 Riveredge Parkway, Suite 710, Atlanta, GA, 30328, USA
REGISTERED OFFICE COUNTY : Fulton

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Delano Massey
AUTHORIZER TITLE : Authorized Person

Required Submittal (FORM 1)
Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1615345
Federal Work Authorization User Identification Number (Also known as E-Verify Company ID.
Not Tax ID or SS Number)

11/23/2008
Date of Authorization (This is the date the Company ID was issued by the Federal E-Verify system)

Jacob's Eye, LLC via ADP TotalSource FL XI, Inc.
Name of Contractor (Legal name of Contractor, not an abbreviated version)

SP-S-1220401, Public Awareness Campaign
Name of Project

City of Atlanta
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 05 Jul, 2022 in Marietta (city), GA (state).

Delano Masser
Signature of Authorized Officer or Agent

Delano Masser
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 5th DAY OF July, 2022.

Michael Amos
NOTARY PUBLIC

My Commission Expires: 7/4/2026

<p align="center">MICHAEL AMOS NOTARY PUBLIC Cobb County State of Georgia My Comm. Expires July 4, 2026</p>
--

EXHIBIT G
SPECIAL PROCUREMENT DESIGNATION MEMO



CITY OF ATLANTA

Suite 1900
55 TRINITY AVE, S.W.
ATLANTA, GEORGIA 30303-0300
TEL (404) 330-6100

ANDRE DICKENS
MAYOR

JAIDEEP MAJUMDAR
CHIEF PROCUREMENT OFFICER
JMAJUMDAR@ATLANTAGA.GOV

MEMORANDUM

TO: Ms. Shannon Manigault
Inspector General
Office of the Inspector General

FROM: Mr. Jaideep Majumdar

DATE: July 22, 2022

RE: SP-S-1220401, Public Awareness Campaign

Pursuant to Atlanta City Code Section 2-1191.1, the Chief Procurement Officer may initiate a procurement above the small purchase amount specified in Section 2-1190 where he determines that an unusual or unique situation exists that make the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest. Such procurement does not technically qualify as sole source procurement under Code Section 2-1191. Any special procurement under this Section is conducted with such competition as practicable under the circumstances. The Chief Procurement Officer in the contract file shall include a written determination of the basis for the procurement and for the selection of the particular contractor.

This special procurement seeks to procure consulting, branding and marketing services from an individual or firm, to publicize the City of Atlanta's newly formed Office of the Inspector General (the "OIG").

Having conducted an investigation of the available sources regarding the materials, goods and/or services stipulated herein pursuant to § 2-1191.1 of the City of Atlanta Code of Ordinances, Special Procurement, and my findings are the following:

- 1) The Office of the Inspector General ("OIG") has determined a need to procure services to increase awareness of the existence and function of the OIG;
- 2) The OIG office believes that all City stakeholders (employees, contractors, members of the public) must know about the function the OIG performs and understand that they have an avenue to raise concerns regarding misconduct;

- 3) The OIG office has determined that a public outreach, yield's an increase in reported complaints. This is vital because tips are the leading method of fraud detection within organizations;
- 4) The OIG with the assistance of DOP conducted market research and obtained responses through a Request for Information (RFI-S-1220229, Public Awareness Campaign) on Friday, November 5, 2021. Two proponents sent in responses via ATL Cloud and two others sent responses to the Contract Specialist;
- 5) An RFP (RFP-S-1220229, Public Awareness Campaign), was advertised on Monday, March 28, 2022. Two proponents sent in proposals via ATL Cloud and both were deemed Non-Responsive;
- 6) Due to these unsuccessful solicitation efforts, in May 2022, the OIG was advised by DOP to pursue a special procurement. The OIG with the assistance of DOP, solicited a Request for Quote on June 27, 2022 and the following quotes were received:
 1. Jacob's Eye, LLC, (\$120,000.00)
 2. CMS (\$120,000)
 3. L8NYTE Media Group (Non-Responsive)
- 7) Based on the review of the two submissions, the OIG have determined that Jacob's Eye, LLC best meets their needs and is most cost-effective. Therefore, OIG recommends that this Special Procurement be awarded to Jacob's Eye, LLC.
- 8) The base term shall be for one (1) year with one (1) year renewal options; and
- 9) This Special designation shall be authorized for an amount not to exceed One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) for the base term.

I, Jaideep Majumdar , by the authority vested in me pursuant to 2-1191.1 of the City of Atlanta Code of Ordinance, do hereby approve, direct and authorize the special procurement for branding and marketing services for the Office of the Inspector General to be provided by Jacob's Eye, LLC.

DocuSigned by:

Jaideep Majumdar

82EC3BBEA89A424...

Jaideep Majumdar

JM/sam/DMG ^{DS} *DMJG*

**APPENDIX A:
OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS
[NOT APPLICABLE]**

**APPENDIX B:
INSURANCE AND BONDING REQUIREMENTS**

APPENDIX B
INSURANCE & BONDING REQUIREMENTS

SP-S-1220401, Public Awareness Campaign

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

[Type here]

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the

Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

A. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease **\$1,000,000 each accident**
Bodily Injury by Accident/Disease **\$1,000,000 each employee**
Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

B. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Additional Insured Endorsement* (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

C. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

[Type here]

D. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

E. City of Atlanta Entitled to Broader Coverage

If the Contractor/Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Atlanta requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): City of Atlanta c/o Enterprise Risk Management, 68 Mitchell St., Ste. 9100, Atlanta, GA 30303 Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
--

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: City of Atlanta</p>
<p>With respects to Public Awareness Campaign SP-S-1220401</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy prior to performance of the agreement from work performed by Named Insured or if others performed on behalf of the Named Insured GA

If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Schedule as applicable to this endorsement.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A.Paragraph A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage is amended to include as an “insured” the person(s) or organization(s) shown in the Schedule of this endorsement, provided that you and such person(s) or organization(s) have agreed under an express provision in a written contract or agreement, or an express condition in a written permit issued to you by a governmental or public authority, that such person, organization or governmental or public authority must be added to this policy as an “insured”.

However, such person(s) or organization(s) are an “insured” only with respect to “bodily injury” or “property damage” to which this insurance applies resulting from the ownership, maintenance or use of a covered “auto” under this policy and only if the “bodily injury” or “property damage” is caused by an “accident” which takes place after:

1. You executed the written contract or written agreement; or
2. The permit has been issued to you.

If the written contract or written agreement between you and the additional insured specifically requires that this insurance be primary, then regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided under this provision will be primary to and non-contributing with other insurance maintained by the additional insured.

B.Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Business Auto Conditions is amended by the addition of the following:

We waive any right of recovery we may have against any person(s) or organization(s) shown in the Schedule of this endorsement because of payments we make for damages under this coverage, to the extent required of you by a written contract, agreement, or permit executed or issued prior to any “accident”.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Jacob's Eye, LLC</p> <p>Endorsement Effective Date: 08-17-2022</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): City of Atlanta</p> <p>With respects to Public Awareness Campaign SP-S-1220401</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

INSURANCE POLICY

New Hampshire Insurance Company
500 West Madison Street, Suite 3000 Chicago, IL 60661

AIG Assurance Company
500 West Madison Street, Suite 3000 Chicago, IL 60661

EXECUTIVE OFFICES
175 Water Street, 18th Floor
New York, NY 10038

Coverage is provided by the Company designated on the Information Page
A Stock Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

BEGINNING ON
PAGE

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D. State	1
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PART ONE-WORKERS COMPENSATION INSURANCE	1
A. How This Insurance Applies	1
B. We Will Pay	1
C. We Will Defend	1
D. We Will Also Pay	1
E. Other Insurance	1
F. Payments You Must Make	2
G. Recovery From Others	2
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THE ABOVE REFERENCED POLICY PROVISIONS WITH THE INFORMATION PAGE AND ENDORSEMENTS,
IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THIS POLICY.

QUICK REFERENCE - CONTINUED

BEGINNING ON
PAGE

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PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY

WC 00 00 00 C

DRAFT

New Hampshire Insurance Co.

0008042-00

WC053414669

INCORPORATED UNDER THE LAWS OF Pennsylvania
ITEM 1. NAMED INSURED: MAILING ADDRESS
IDENTIFICATION NO.

JACOB'S EYE LLC
2100 Riveredge Parkway Suite 710

Atlanta, GA 30328

SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE –
WC990610
I.D# CA UI#



An AIG Company
EXECUTIVE OFFICES:
175 Water Street
New York, NY 10038

PRODUCERS NAME AND ADDRESS

**WORKERS COMPENSATION AND EMPLOYERS
LIABILITY POLICY INFORMATION PAGE**

Marsh Affinity
a division of Marsh USA Inc.
PO Box 14404
Des Moines, IA 50306-9686

INSURED IS

PREVIOUS POLICY NUMBER
038361534

OTHER WORKPLACES NOT SHOWN ABOVE: SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE – WC990610

ITEM 2 POLICY PERIOD 12:01 A.M. standard time at the insured's
mailing address

FROM 07/01/2022 TO 07/01/2023

ITEM 3 **A. Workers Compensation Insurance: Part One of the policy applies to Workers Compensation Law of the states listed here:**

GA

**B. Employers Liability Insurance: Part Two of the policy applies to the work in each state listed in Item 3.A.
The limits of our liability under Part Two are**

**Bodily Injury by Accident \$ 2,000,000 each accident
Bodily Injury by Disease \$ 2,000,000 policy limit
Bodily Injury by Disease \$ 2,000,000 each employee**

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

AL, AK, AR, AK, CA, CO CT, DE, FL, HI, IA, ID, IL, IN, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OK,
OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WV, WI

D. The policy includes these endorsements and schedules:

ITEM 4 **The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans.
All information required below is subject to verification and change by audit.**

Classifications	Code Number	Premium Basis Total Remuneration	Rate Per \$100 OF Re- muneration	Estimated Premium
		<input checked="" type="checkbox"/> Annu <input type="checkbox"/> 3 Ye		<input checked="" type="checkbox"/> Annu <input type="checkbox"/> 3 Year

EXPENSE CONSTANT (EXCEPT WHERE APPLICABLE BY STATE)

MINIMUM PREMIUM

**TOTAL ESTIMATED
PREMIUM**

If indicated below, interim adjustments of premium shall be made:

Semi-Annually Quarterly Monthly

DEPOSIT PREMIUM

09/01/2022 Atlanta

07

Issue Date

Issuing Office

Authorized Representative
IA

WC 00 00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE**

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

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insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

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F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.