



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
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To: Mayor and City Council
From: J. Jay Vinicki, Assistant City Manager
Date: November 18, 2019
Subject: **Renewal of ConnectSouth Contract**

ITEM DESCRIPTION

Renewal of lobbying contract with ConnectSouth.

BACKGROUND

This contract renews the services of ConnectSouth to act as the City's representative on issues with the Georgia General Assembly and departments of the Executive Branch. It is an engagement for the full upcoming calendar year with the same annual retainer of \$70,000.

RECOMMENDED ACTIONS

Approval of the renewal.



October 23, 2019

Denis Shortal
Mayor of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, GA 30346

Dear Mayor Shortal,

It has been our pleasure to represent the City of Dunwoody and we look forward to the opportunity to continue applying our years of experience in city matters moving forward into 2020.

The following constitutes a new agreement (or the “Agreement”) between the City of Dunwoody (“the Client”) and ConnectSouth, LLC (the “Consultant”). The following outlines the terms of the new Agreement by which the Consultant will represent the interests of the Client in the State of Georgia (the “Service Area”):

1. Scope of Association. The Consultant agrees to represent and advise the Client on all matters pertaining to the Client in the Service Area. The Consultant will meet with representatives of various governmental entities and represent the Client’s interests, including legislative lobbying, regulatory lobbying, and executive branch compliance efforts. The Consultant shall advise the Client on political and policy matters relating to specific Service Area governmental entities and agencies. The Consultant shall assist the Client in its strategic planning efforts in the Service Area and agrees to assist the Client in maintaining adequate visibility before various entities and officials. The Consultant agrees not to retain any other party or make any payment to another party to assist the Consultant in representing the Client pursuant to the Agreement. The Consultant has no conflicts of interest in this project and will not undertake representation of any party with interests adverse to those of the Client, which conflict of interest shall be determined in consultation with the Consultant.
2. General Compliance. The Consultant agrees to comply with all applicable laws, rules and regulations, including, without limitation, lobbying and ethics rules governing conflicts of interest, including all disclosure necessary.
3. Fees. The Compensation to the Consultant is an annual retainer of \$70,000 beginning January 1, 2020 and continuing to December 31, 2020. The annual retainer shall be due and payable on the 31st of January 2020.

4. Expenses. The Consultant will keep track of all costs, disbursements and expenses such as travel costs, Federal Express/UPS, meals, entertainment, etc. and submit itemized expenses on a separate billing statement, provided however that no expenses shall be incurred without the prior written consent of the Client.
5. Confidentiality of Information. The Consultant shall hold in trust for the Client and shall not use, except in the performance of services for the Client, or disclose to any other party any confidential information (as such term is hereinafter defined) which may be disclosed to or created by the Consultant in connection with the performance of services for the Client. As used herein, the term "confidential information" means any information which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of the Client, except such information which is in the public domain at the time of its disclosure to the Consultant or which subsequently enters the public domain other than as a result of a breach of duty on the Consultant's part. The obligations imposed by this clause shall survive any expiration or termination of any agreement with the Client with respect to the performance of services, or of the Consultant's employment or assignment to render services in connection therewith. The Consultant understands and agrees that the Client shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.
6. Responsibility for Damages. The Consultant agrees to indemnify and save harmless the Client from any loss or liability resulting from the Consultant's breach of the Agreement and from all costs and expenses arising from claims brought against the Client resulting from such breach, including, but not limited to, the Client's legal costs and expenses in defending against same.
7. Statements. The totality of the compensation due to the Consultant shall be paid in a single payment at the beginning of the year. Should there be any fees, expenses, or disbursements, they will be set forth on a separate statement.
8. Assignment. This Agreement may not be assigned by either party without the written consent of the other party hereto.
9. Severability. All parts of this Agreement which are found to be in conflict with any law of the State of Georgia shall be null and void, without affecting the enforceability of the surviving portions of the Agreement (except any finding that makes null and void Section 3 of this Agreement shall immediately terminate the whole of the Agreement).
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have set their signatures on the day and year written above.

WITNESSED:

For ConnectSouth LLC
(hereinabove referred to as “the Consultant”):

For the City of Dunwoody,
(hereinabove referred to as “the Client”):

Tony Simon
Partner

Denis Shortal
Mayor

Date

Date