



4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338
 dunwoodyga.gov | 678.382.6700

To: Mayor and Council
 City of Dunwoody

From: J. Jay Vinicki
 Assistant City Manager

Thru: Eric Linton
 City Manager

Date: 10 May 2021

Re: Change in Lobbyist Contract

In the fall of 2020, the City released an RFQ for Lobbying Services effective with the start of this calendar year. The scoring committee recommended the firm Taylor English and Mayor and Council awarded that firm the contract.

Staffing changes occurred at the selected firm after the General Assembly session finished and three of the principle lobbyists used by the City created their own firm, Terminus Strategies. City staff then reviewed the situation and recommend the following course of action:

- Termination of the current contract as the principles who created the proposal and interviewed on behalf the firm are no longer with that entity. The termination notice has already been sent effective at the end of this month.
- Awarding the remainder of the contract to the new firm, Terminus Strategies. With the most recent RFQ being less than a year old and with their being multiple city issues, staff recommends that the City continue with the individuals who have been representing us in 2021.
- As the contract is subject to annual renewal, staff recommends that should a competitive re-bid be needed, that occur in the fall of this year instead of mid-yea.

Recommendation: Approval of Terminus Strategies as the lobbyist for the City effective June 1, 2021 and authorization for the Mayor and City Manager to execute all contracts necessary and proper for this action.

STATE OF GEORGIA
CITY OF DUNWOODY



AGREEMENT FOR LOBBYIST SERVICES

THIS AGREEMENT FOR LOBBYIST AND INTERGOVERNMENTAL CONSULTANT SERVICES, hereinafter referred to as Agreement”, is made and entered into as of the _____ day of June, 2021 (the “Date Hereof”), by the **City of Dunwoody, Georgia** and between **Terminus Strategies, LLC ("Terminus")** a limited liability company whose agent and address for purposes of this Agreement is P.O. Box 5804, Atlanta GA 31107, hereinafter referred to as “the Lobbyist” and the City of Dunwoody, whose address for the purposes of this Agreement is 4800 Ashford Dunwoody Road, Dunwoody, GA 30338, herein referred to as “the City”.

WITNESSETH THAT:

WHEREAS, the City is a governmental entity created thereby, pursuant to SB 82; and

WHEREAS, the Lobbyist is a limited-liability company organized under the laws of the State of Georgia engaged in the practice of professional lobbying services; and

WHEREAS, the Lobbyist and the City desire to document the terms and conditions of their Agreement.

NOW, THEREFORE, for and consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

ARTICLE 1 BASIC AGREEMENT

The City hereby engages the Lobbyist, and the Lobbyist hereby agrees to perform the professional services in accordance with the requirements, reporting and delivery requirements, general terms and conditions and special terms and conditions of the proposal submitted by the Lobbyist exhibits thereto (“Proposal”) as it may have been amended, a copy of which is attached hereto and incorporated.

All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein. In the event of any conflicts, in the Lobbyist Proposal and provisions within this Agreement, the Agreement will take priority over

the Lobbyist Proposal.

ARTICLE 2

COVENANTS AND REPRESENTATIONS

2.1 Covenants of the Lobbyist. The Lobbyist shall perform professional lobbyist and intergovernmental consultant services in accordance with the Lobbyist's Qualifications and Reporting and Delivery Requirements, General Terms and Conditions, and Special Terms and Conditions contained in the Proposal, and any attachments thereto, all of which are by this reference incorporated herein. Lobbyist shall use the lobbyist team presented to the City at the time of negotiations unless changes in the lobbyist team are approved in writing by the City. Written notification shall be immediately provided to the City upon change or severance of any key personnel or subcontractor performing services on the Scope of Services by the Lobbyist.

2.2 Covenants of the City. The City hereby appoints the City Manager as its representative with respect to work to be performed under this Agreement who shall remain the authorized representative until the City gives written notice of the appointment of a successor. The City authorized representative shall have complete authority to transmit instructions, receive information, and define the City policies. Lobbyist may rely upon written consents and approvals signed by the City's authorized representative. The City Manager at his sole discretion may appoint a designee(s) to communicate information and/or provide data on his behalf.

2.3 Representations. To induce the City to enter into this Agreement, the City shall be entitled to rely upon the representations and certifications made by the Lobbyist in the Lobbyist's Qualifications, without independent investigation and verification, and each such representation or certification shall be deemed to be material to this Agreement. The person negotiating and executing this Agreement on behalf of the Lobbyist has the full right, power, and authority to enter into, execute and perform this Agreement in accordance with the terms hereof, and when executed and delivered, this Agreement will constitute a valid and binding obligation of the Lobbyist and will be enforceable in accordance with the terms thereof.

2.4 Covenant Against Contingent Fees. The Lobbyist warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by the Lobbyist for the purpose of securing business and that the Lobbyist has not received or given any non-City fee related to this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement.

ARTICLE 3

SCOPE OF SERVICES

Unless modified in writing by both parties in the manner specified in this Agreement, duties of the Lobbyist shall not be construed to exceed those services specifically set forth herein. The Lobbyist agrees to provide all services, products, and data and to perform all tasks described below.

The selected Lobbyist will, in accordance with the highest legal, ethical, and professional standards, provide at the direction of the City Manager, lobbying services to the City of Dunwoody.

The Lobbyist shall assist the City in preparing its annual legislative priorities and plan; advise, counsel, and represent the City in legislative matters; promote the City's legislative priorities and may be called upon to pursue funding for municipal projects at the county, state and federal levels of government.

Further, the professional services to be provided by the Lobbyist reasonably will include, analysis, advice, advocacy, facilitation and monitoring as outlined in the following statement of work and as further enunciated in the Proposal, a copy of which is attached hereto and by reference incorporated.

3.1. Analysis, Advice and Advocacy.

- a) Identify, review, and analyze any and all relevant state legislative bills, resolutions, ballot issues, ballot questions, journals, votes, fiscal notes, and all relevant discourse pertaining to the Legislative Sessions of the General Assembly of the State of Georgia in a timely manner to assist the City in determining its policy positions. This work effort includes detecting introduction of pertinent legislation and regulations that may affect the City of Dunwoody.
- b) The Lobbyist shall provide analysis, advice and consultation on transportation and transit matters to support the City's work with the Georgia Department of Transportation (GDOT), any other state agency or state created body, and to regional partnerships or collaborations to which the City of Dunwoody is a member or may be impacted by such organization's policy positions.
- c) Regularly communicate with key State legislative committee chairs, members, and staff to inform them of Dunwoody's interests and learn about potential legislative developments before they occur.
- d) Track progress of pertinent legislation that has been introduced. The primary state subject areas include: (1) State financial and budget issues that have a potential impact on City of Dunwoody government operations and finances, (2) planning, zoning and land use issues, (3) State-local taxation issues that could affect the City financially, (4) general government, and (5) City public official responsibilities, powers and duties.
- e) Communicate on a regular basis with the City concerning the status, prospects, movement, opposition, support, etc., of pertinent legislation or proposed regulations. Upon request of the City Manager, coordinate and participate in scheduled conference calls or meetings with officials from the City Manager's Office, Mayor and Council, City departments or the City Attorney to provide updates on contacts and advocacy efforts made on behalf of the City. The Lobbyist will be available for such consultation on a regular basis as requested, and in accordance with the ebb and flow of legislative work over the course of the General Sessions.

- f) Provide advice and recommendations and assist with the development of support materials including, but not limited to, correspondence, briefing papers, talking points, written summaries and materials necessary to develop and implement timely and efficient processes to forecast, screen, review, analyze and respond to legislative matters.
- g) Represent and advocate, as designated, the City's position on legislative matters to elected members of the Georgia General Assembly, policymakers, legislative support staff, other lobbyists, the Governor and staff, other municipal leaders, Georgia Municipal Association (GMA), Carl Vinson Institute of Government (CVIOG), community groups or any other designated entity engaging in efforts that may impact the operations or success of the City of Dunwoody.
- h) Identify and assist the City in pursuing state and federal programs offering discretionary grant funds.

3.2 Facilitation

- a) As needed, the Lobbyist, on behalf of the City, shall arrange meetings and meet with Georgia state executive officials, legislative officials, and other parties to convey, advocate for, and engage in lobbying for the interests of the City.
- b) When appropriate to advance the City's interests, the Lobbyist shall coordinate the attendance of elected officers, appointed officers, or employees of the City at the meetings at the County and/or State level. Organize and schedule visits and testimony by the City Manager and staff, the Mayor and Council, or City Attorney when in the best interest of Dunwoody.
- c) Recommend development of appropriate coalitions and participation in joint association with other cities on common interests and of benefit to the City of Dunwoody. Attend key regional meetings of cities as needed.

3.3 Monitoring

- a) The successful Lobbyist will monitor the status of any pertinent rollover bills and any key studies being conducted by executive officials, legislative officials, or other state employees concerning any proposed action that may impact the City of Dunwoody.
- b) The Lobbyist shall monitor the progress of the state budget to determine the potential and final fiscal impacts of the state budget on the City.
- c) The Lobbyist shall monitor gubernatorial vetoes and special sessions of the General Assembly to determine their impact on the City.

No verbal agreement or conversation with any officer, agent or employee of the City either before, during, or after the execution of this Agreement shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the Lobbyist to any additional payment whatsoever under the terms of this Agreement. If, during the course of performing work on the Scope of Services, the City and the Lobbyist agree that it is necessary to make changes in the Scope of Services as described herein and in referenced exhibits, such changes will be incorporated by written change order and/or supplemental agreements to this Agreement. Any such change order and/or supplemental agreement shall be subject to the express approval of the City in its sole discretion and shall further be subject to the City of Dunwoody's purchasing policies and shall conform to all other applicable requirements of The City.

In the course of performing the Scope of Services, the Lobbyist may coordinate with State officials and employees; however, the Lobbyist shall make no commitments which are binding upon the City without the approval of the City.

ARTICLE 4

FEES AND PAYMENT FOR LOBBYIST SERVICES

Compensation for work performed by the Lobbyist including direct and any miscellaneous costs for the Services shall be Thirty Thousand & NO/100 Dollars US (\$30,000.00) annually, payable monthly at a rate of Two Thousand Five Hundred & NO/100 Dollars US (\$2,500.00).

The Lobbyist shall submit to the City an invoice, in a form acceptable to the City and accompanied with all support documentation requested by the City, for payment and for services that were completed during the month for which the invoice covers. As a minimum, each invoice shall include a narrative describing the total work accomplished for that month. The City shall review for approval said invoices and have the right not to pay any invoice or part thereof if not properly supported. The City shall promptly pay any undisputed items contained in such invoices.

The Lobbyist agrees that the compensation provided herein shall be full and final settlement of all claims arising against the City for work done, materials furnished, costs incurred or otherwise arising out of this Agreement.

ARTICLE 5

CONTINGENCIES

5.1 Contingent Obligations of the City. The obligations of the City are subject to the following conditions:

- 5.1.1 The ability of the City to carry out the terms of this Agreement in accordance with the laws and Constitution of the State of Georgia.
- 5.1.2 The timely performance by the Lobbyist of each and every covenant, agreement, and obligation imposed upon the Lobbyist in this Agreement.
- 5.1.3 The truth and accuracy as of the date hereof of each and every representation made by the Lobbyist.
- 5.1.4 This Agreement is expressly made subject to other laws affecting its subject matter. In the event of any conflict between such laws and this Agreement, such laws shall take precedence.

5.2 Contingent Obligations of the Lobbyist. The obligations of the Lobbyist are subject to the

following conditions:

5.2.1 The timely performance by the City of each and every covenant, agreement, and obligation imposed upon the City in this Agreement.

ARTICLE 6

TERM

This Agreement shall have an initial term of seven (7) months, commencing on June 1, 2021 through December 31, 2021 subject to annual renewal term(s) and the annual availability of an appropriation for lobbyist services by the government entity for no more than four (4) additional consecutive years – each being twelve (12); one year at a time, if the City gives notice of its election to renew the Agreement within thirty (30) days prior to the end of each current annual year's term.

ARTICLE 7

DATE FOR PERFORMANCE

Lobbyist shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to Lobbyist from The City. Lobbyist shall begin work under this Agreement no later than five (5) days after the effective date of Notice to Proceed and shall dedicate sufficient efforts to each required task.

If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed or expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

ARTICLE 8

NOTICES

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and given or served either in person or by United States Mail, postpaid, registered or certified with Return Receipt Requested, showing the name of the recipient and the date of delivery.

In the case of notices of dispute, no civil action by the Lobbyist with respect to claim or controversy arising out of or relating to this Agreement may be commenced without first giving thirty (30) calendar days' written notice to the City of the claim and the intent to initiate a civil action.

Notices shall be addressed to the party or parties identified below.

Notices to the City shall be addressed to:

City of Dunwoody
Office of City Manager
ATTN: Eric Linton, City Manager
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

With copies to:
City of Dunwoody
Office of City Attorney
ATTN: Cecil McLendon, City Attorney
4800 Ashford Dunwoody Road

Dunwoody, Georgia 30338

Notices to the Lobbyist shall be addressed to:

Terminus Strategies, LLC
ATTN: Wendi Clifton
P.O. Box 5804, Atlanta GA 31107

With copies to:

Either party may, from time to time, by five (5) days' prior written notice to the other party, specify a different agent or address to which notices can be delivered. Rejection or other refusal to accept a notice or inability to deliver a notice because of a changed agent or address of which no notice was given shall constitute receipt of the notice on the date when personal service is attempted or the date of the postmark, if mailed.

ARTICLE 9

NO ASSIGNMENT, NO THIRD-PARTY BENEFICIARIES

9.1 This Agreement is a personal retention of Lobbyist as an independent contractor. Lobbyist must perform by its own forces and may not delegate, subcontract, assign, transfer, or otherwise obtain its performance of this Agreement, without the express written consent of The City.

9.2 Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

ARTICLE 10

RIGHTS CUMULATIVE

All rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

ARTICLE 11

NON-WAIVER

No failure of the City to exercise any right or power given to the City under this Agreement, or to insist upon strict compliance by the Lobbyist with the provisions of this Agreement, and no custom or practice of the City or the Lobbyist at variance with the terms and conditions of this Agreement, shall constitute a waiver of the City's right to demand exact and strict compliance with the terms and conditions of this Agreement.

ARTICLE 12

CONTINUITY

Each of the provisions of this Agreement shall be binding upon and inure to the benefit and detriment of the Lobbyist and the City and the heirs, devisees, legatees, legal representatives, successors and assigns of the Lobbyist and the City.

ARTICLE 13

CAPTIONS

The brief headings or titles preceding each provision or bolding of the print hereof are for

purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

ARTICLE 14 GENDER AND NUMBER

This Agreement shall be construed by the actual gender and/or number of the person, persons, entity and/or entities referenced herein, regardless of the gender and/or number used in such reference.

ARTICLE 15 TERMINATION OF AGREEMENT FOR CAUSE

The City reserves the right to terminate this Agreement at any time for cause upon thirty (30) days written notice to the Lobbyist, notwithstanding any just claims by the Lobbyist for payment for services rendered prior to the date of termination. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Failure of the Lobbyist to comply with all terms of the Agreement, including maintaining required insurance coverage, may be considered just cause for termination. In the event the required insurance coverage is not maintained, any written notice of termination to the Lobbyist shall be effective immediately notwithstanding the thirty (30) days' notice otherwise required herein. Time is of the essence and if the Lobbyist refuses or fails to perform the work, maintain a satisfactory level of effort as proposed and described in this Agreement, or any separable part thereof, with such diligence as will ensure completion of the services, such failure to perform the work shall constitute cause for termination. The City may, by written notice to the Lobbyist, terminate the Lobbyist's right to proceed with the work or such part of the work as to which there has been delay. In such event, the City may take over the work and perform the same to completion, by contract or otherwise, and the Lobbyist shall be required to provide to the City all copies of finished or unfinished documents prepared by the Lobbyist under this Agreement.

The Lobbyist shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the City. Whether or not the Lobbyist's right to proceed with the work has been terminated, the Lobbyist shall be liable for any damage to the City resulting from the Lobbyist's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the City obtaining the services of another Lobbyist to complete the Services.

ARTICLE 16 SUSPENSION OR TERMINATION FOR CONVENIENCE OF THE CITY

16.1 Suspension of Work for Convenience. Notwithstanding any other provisions of this Agreement, the City may order the Lobbyist in writing to suspend, delay or interrupt all or any part of the work on the Scope of Services for such period of time as the City may determine appropriate for the convenience of the City.

16.2 Termination of Work for Convenience. The City may terminate this Agreement for its

convenience at any time by written notice to the Lobbyist. If the Agreement is terminated for convenience of the City as provided in this Article, the Lobbyist will be paid compensation for those services actually performed. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by the Lobbyist which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 17 PROHIBITED INTEREST

17.1 Conflict of Interest. Lobbyist agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. Lobbyist further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

17.2 Interest of Public Officials. No member, officer or employee of the City during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 18 INDEMNIFICATION

Lobbyist agrees, to the fullest extent permitted by law, to indemnify and hold the City and its elected officials, and the City' officers, contractors, subcontractors, Services Lobbyists and employees, harmless from and against damages, liabilities and costs (including, to the extent allowable by law, reasonable attorneys' fees and defense costs incurred in connection with the defense of third party claims) to the extent caused by the negligent, reckless or intentionally wrongful acts, errors or omissions of Lobbyist in the performance of this Agreement.

Lobbyist further agrees to protect, defend, indemnify and hold harmless the City and its elected officials, and the City' officers, contractors, subcontractors, and employees, from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employees of the Lobbyist. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE 19 INSURANCE REQUIREMENT

Within ten (10) days of notice of Award, and at all times that this Contract is in force, the Lobbyist shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering Workers' Compensation and Employer's Liability Insurance, Commercial General Liability, Automobile Liability Insurance, Umbrella Insurance, Professional (Errors and Omissions) and Fidelity Bond.

The insurance policies shall contain or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

2. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

3. Commercial General Liability, Automobile Liability Consultants' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

ARTICLE 20 JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 21 SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, enforceable in accordance with its terms.

ARTICLE 22 FORCE MAJEURE

Neither The City nor Lobbyist shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation; provided, however, that nothing herein shall relieve or be construed to relieve Lobbyist from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 23 COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

IN WITNESS WHEREOF, the Lobbyist and the City have caused these presents to be duly signed, sealed and delivered on the day, month, and year first above written

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF DUNWOODY, GEORGIA

By: _____
Lynn P. Deutsch, Mayor

Date of Execution: _____

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
City Attorney's Office

Terminus Strategies, LLC

By: _____
Signature:

Date of Execution:

(typed or printed name)

Title

ATTEST:

By: _____

Title

(SEAL)

Witness

EXHIBIT A

Contractor's Compliance with Requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02

Compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 are conditions of this Contract. Contractor has the number of statutory employees checked below:

- ☐ 500 or more employees
☐ 100 or more employees
☐ Fewer than 100 employees

Contractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the affidavit below, which is hereby incorporated as part of the Contract. In the event the contractor employs or contracts with any subcontractor in connection with this Contract, the contractor will secure from the subcontractor such subcontractor's indication of the employee-number category applicable to the subcontractor and will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the public employer at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

CONTRACTOR'S AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with (name of public employer) has registered with and is participating in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13- 10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to this contract, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10- 01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor is retained to perform such service.

Contractor's EEV/Basic Program User Identification Number _____

BY: Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 2021.

Notary Public

My Commission Expires: _____

EXHIBIT B***Affidavit Verifying Status
for City Public Benefit Contract***

By executing this affidavit under oath, as provider for a City of Dunwoody, Georgia contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody public benefit (circle one) for auditing services provided by Adam Fraley.

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

*

Alien Registration number for non-citizens

Notary Public

My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



May 3, 2021

Mr. John B. Gates, Jr.
City of Dunwoody
Office of Purchasing, Finance Department
4800 Ashford Dunwoody Rd. NE
Dunwoody, GA 30338

Dear Mr. Gates:

Thank you for the opportunity you and the City of Dunwoody (the "City") have provided to Terminus Strategies to continue to serve as your government affairs team. Our team of professionals fully understand how to ideally position your municipality to achieve lasting success in Georgia relating to lobbying services. Our team will tirelessly work together with you to understand how to best utilize your resources, while additionally developing a robust plan of action to see those resources achieve their ultimate goals.

We believe Terminus Strategies can accomplish those aforementioned successes through:

- Deep government affairs experience of almost 60 years of team representation with the Georgia's legislative and executive branches, as well as the local government level;
- Real, first-hand experience in positioning municipalities to optimize their chances of success through consistent exposure to key decision makers and anticipating and influencing issues that impact their mission; and
- Unequaled depth of relationships with elected officials in the legislative and executive branches, as well as deep rooted relationships with agency heads and their staff.

We are excited about this opportunity and look forward to building an incredibly successful relationship.

Best Regards,

Wendi L. Clifton, Principal
Terminus Strategies
wendi@terminusstrategies.com | 404.791.6137

Scope of Services

At Terminus Strategies, we provide comprehensive public policy services. Our approach to public policy strategy is objective and purely non-partisan—we go where necessary to obtain and achieve the best results for our clients. The ultimate aim is to equip clients with access



and information others do not have. From this foundation comes effective strategies to achieve outcomes.

Objectives

The primary objective of our consulting services to the City of Dunwoody is to conduct our lobbying services with the highest legal, ethical, and professional standards (including, but not limited to, providing analysis, advice, advocacy, facilitation and monitoring at all levels of Georgia government). We will take our direction from the Mayor and City Manager of the City of Dunwoody.

Strategy

We will craft a tailored strategy that contemplates how to best position the City to engage with the Georgia General Assembly, leveraging our political and policy relationships with members of the House and Senate, Republican and Democrat caucuses, and especially the members of the DeKalb Legislative Delegation. The team at Terminus Strategies has significant experience in assisting clients with gaining access to key decisionmakers, influencing policy from start to finish, as well as navigating and mediating controversy against opposing forces.

Our strategy for the City will include specific outreach, goals, and tactics for:

- Dekalb Delegation of House and Senate Members;
- Georgia Executive Branch and General Assembly;
- Georgia State Agencies and Authorities, including but not limited to the Georgia Department of Transportation;
- Other Local Governments, as needed;
- Georgia Municipal Association (GMA), as needed;
- Carl Vinson Institute of Government (CVIOG), as needed; and
- Community and Grassroot Initiatives, as needed.

To have a cohesive road map to success, we believe it is vital to build strategies and execute plans for all areas above in tandem. This includes priority setting, talking points development, advocacy support (who and when to approach), education efforts (internal to the City and external to policy makers), and community involvement.

Engagement Approach

At Terminus Strategies, we believe decision makers act faster and more decisively when they hear from people who have been in the trenches with them. Our team has a broad array of relationships across party lines and at the local, state, and federal levels. We don't hesitate to tap into our network to obtain results for our clients. We provide a commitment to maintain a reputation that will advance the recognition of the City of Dunwoody as a fiscally responsible contemporary city that serves the interest of its residents.

We employ a client-specific approach to ensure that the strategies we use are individually suited to achieve the desired scope of work and to obtain the best results for each client. A unique feature of our firm that would be immensely beneficial to the City is our almost 60 years of combined experience and success at the Georgia General Assembly. With that experience comes a track record of respected representation and service working directly with key policymakers who know and understand a wide array of political and policy issues. These



advocacy relationships extend beyond our strong legislative partners to state agencies and their personnel. The ability to tailor a message to fit the individual policymaker is the most effective way to successfully communicate the City's message and is a hallmark of our government relations strategy.

To further illustrate our firm's ability to fulfill the City's legislative goals and agenda, our firm has the ability to point to several examples of legislation we have successfully shepherded through the Georgia General Assembly over the years. Our firm has a history of legislative success for a number of our clients starting as far back as 2007 with the passage of Senate Bill 200 and Senate Resolution 309, companion legislation authorizing the Georgia Smart Infrastructure Growth Act. This legislation would enable localities in the State of Georgia to approve Infrastructure Development Districts (IDDs). A bipartisan effort in both the House and Senate, the measure ultimately failed to receive approval by Georgia voters to authorize the constitutional amendment necessary to move the policy effort forward. During the 2017-

2018 legislative biennial, we guided the Georgia Council of Adoption Lawyers, through a contentious measure that became known as simply, "the Adoption Bill." House Bill 159 was a 100-page code rewrite that became marred in a debate around certain adoption agencies' ability to deny adoptions to same sex couples. After building a bipartisan legislative coalition alongside a number of interested private and corporate advocacy parties, we were able to guide the Adoption Bill (without the prohibition) to Gov. Nathan Deal's desk for his signature. Just last session, we supported a coalition of organizations with House Bill 426, the Georgia Hate Crimes bill. Working hand-in-hand and behind the scenes with our coalition partners, we were able to help pass a piece of legislation that was tangled up in social justice turmoil, as well as bipartisan and cross-chamber politics. Our final example occurred during the 2018 legislative session, when our team worked alongside several other interested parties to pass H.R. 993, a resolution that proposed an amendment to the Georgia Constitution to create a Georgia Business Court with statewide jurisdiction. Then in the subsequent 2019 legislative session, we were instrumental in negotiating and passing H.B. 239, the final enabling legislation that effectively brought the newly established Court to reality. Above is only a fraction of the legislation we have participated in passing over the years, and it is something that we continue to be proud to share with prospective clients.

Another skill set that helps differentiate our firm from many others is the experience and success we bring regarding the state appropriations process. Over the years, our firm has overseen the steady increase in state appropriations for Georgia CASA. Since 2015, we have succeeded in more than doubling Georgia CASA's state funding from \$1.7 million to an increased amount of \$3.62 million per fiscal year. While funding increases are always highlights, we are equally (if not more importantly) versed in limiting the damage to budgets that can occur during economic downturns. For example, GaFCP faced a 14% state funding cut as a result of the initial implications of the Coronavirus pandemic and its effects on the state budget. However, through our tireless work during the resumption of the 2020 legislative session and our ability to activate specific portions of our network to engage key legislators, we were able to successfully reduce these proposed cuts from a \$260,000 loss to \$0 to the Pre-Kindergarten Program, from \$1,112,525 to \$402,009 for GaFCP technical. Both of these successes are heavily influenced by our team's work with Democrats and Republicans from both the House and Senate Appropriations Committees.

While our legislative appropriations track record is second to none, we also bring our experience and ability to secure funding for our clients through the state agency and county budget process. First and foremost, we begin all state appropriations conversations with the agencies that control those dollars. Garnering department leadership support for our



appropriations requests does not necessarily mean that our clients will secure their funding in the agency budget, but it does provide background that is invaluable to department leadership during this process as a whole. During the 2020 legislative session, Grady Hospital's Infectious Disease Program was faced with budget cuts in excess of a million dollars. We worked directly with the Georgia Department of Public Health leadership and budget staff to explain the real-life ramifications of a cut of that proportion, and we were able to have the agency back our request to restore those funds in their entirety.

While the state process is generally more complex, the appropriations process at the county level has its own intricacies due to its substantially tighter margins. Having worked for years with Fulton and DeKalb County officials on various client requests, we are well versed at employing tactics developed to specifically combat those subtle differences, like developing an individual county champion for each new funding request. Knowing who to approach and when to push is always a difficult decision, but we have the firsthand experience to make sure everything happens in a coordinated manner that few firms can bring to the City.

All of our aforementioned successes can be attributed to our firm's dedicated work ethic, individualized strategies and our professional relationships with current executive and legislative leadership representing Republicans and Democrats alike. Because of our firm's tenure and longstanding reputation under the Gold Dome, we have great relationships with the current administration, including a number of close working relationships with legislative policy and the Governor's Office of Planning and Budget staffers.

Dekalb Delegation Relationships

Our team has a longstanding and excellent relationship with the entirety of the DeKalb County Legislative Delegation. Over our many years of experience under the Gold Dome, we have worked with each individual member of the delegation, and we have already begun introducing ourselves to the individuals we know have interest in running to become part of the Dekalb Delegation.

Not only are we familiar with the DeKalb County members, they are familiar with us and our work product. Through our team's representation of clients like Grady Hospital and the Dekalb County Board of Education and others, we have had numerous occasions to work directly with these members, and believe we have proven ourselves to be credible and trustworthy information brokers.

Familiarity with City of Dunwoody

As a Dekalb County resident since moving to Atlanta in 1992, Ms. Clifton has deep roots and relationships in many corners of the county. She is a 2005 Leadership Dekalb graduate and has maintained many of those Dekalb friendships over the years. Our team has a strong and confident relationship with Representative Michael Wilensky & Senator Sally Harrell, the two Dekalb Delegation members that represent the people of the City of Dunwoody. We have been close friends and allies with them at the Capitol over the years.

Experience Representing Cities / Counties in Georgia

From 2004 – 2007, Ms. Clifton served as Chief of Staff to Atlanta City Council President Lisa Borders. During her tenure in that capacity she gained a substantial understanding of the innerworkings of local government, as well as the numerous issues that impact municipal governance at the state legislature. Mr. Woodall has more than 20 years' experience at the



metro county level working with local governments and chambers of commerce to achieve success realizing their transportation and conservation goals, as well as updates to their taxation efforts.

Strategic Relationships

In addition to our deep political and policy experience, the Terminus Strategies team has robust and meaningful relationships with many peripheral organizations under the Gold Dome. On a regular basis, we demonstrate coalition building and interactions with Georgia Municipal Association, Association County Commissioners of Georgia, the Metropolitan Atlanta Chamber of Commerce, and many other organizations that have a presence in the political arena.

Current Client Testimonials

Anthem/Blue Cross Blue Shield of Georgia

"Wendi is one of the best external consultants in the game, because she brings so much to the table. Her tireless work ethic and subject matter expertise on a broad range of complex issues mean she's always prepared to advocate for her clients. What sets Wendi apart is the genuine bipartisan relationships she continues to develop because of her reputation as someone who is honest and direct, traits you can't overvalue in an industry where the only currency is your word."

- Nick DeJong, Senior Director, Government Affairs

Altria Client Services

"William and his team are a one-stop shop for our political consulting needs in Georgia. We rely heavily on their executive and legislative relationships and expertise to represent our best interests, and they deliver every time."

- Sean Collins, Senior Director, State Governmental Affairs

Georgia Early Education Alliance for Ready Students

"I first worked with Wendi over 10 years ago on a project to rewrite Georgia's juvenile code and was impressed with her deep knowledge of the legislative process, commitment to her clients, and her intellectual prowess. When we had funding to hire a legislative consultant for GEEARS, she was my first choice. Wendi has helped us deepen our relationships with legislators and has worked with us to develop a successful advocacy strategy that has ensured that our budget priorities were funded even in this very tough budget year. Bringing on Ted as a partner for our team has been an added bonus! His patience, attention to detail and the relationships to agency and legislative staff that Ted brings to the work have been a tremendous "value add."

- Mindy Binderman, Executive Director

THE TERMINUS STRATEGIES TEAM

With more than 60 years of government affairs experience between them, the formation of the Terminus Strategies team significantly expands our client's political reach by creating a more nimble and engaging firm that increases your ability to attain greater success with the legislative and executive branches of federal, state and local governments.

Team Member	Brief Bio
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Wendi Clifton

Wendi Clifton's lobbying experience exceeds 25 years and focuses on healthcare, civil justice, juvenile justice, child welfare, environmental, local government, transportation and appropriations political consulting and policy development. She has been listed as one of the "Top Ten Independent Lobbyists" in the last ten years' editions of James Magazine and the Atlanta Journal Constitution. Prior to starting Terminus Strategies, Ms. Clifton operated a solo practice, W.L. Clifton Political Consulting, Inc. founded in summer 2006. Ms. Clifton was a graduate of the Leadership Dekalb Class of 2005 and still resides in Dekalb County today.



William Woodall

For more than 20 years, William Woodall has represented Fortune 500 companies, small businesses, and associations with their governmental affairs strategies at the state and federal level. He has developed expertise in tax policy, agriculture, transportation, natural resources, and economic development. As a political consultant, he served as county chair for Perdue for A New Georgia and district chair for Governor Perdue's re-election campaign, as well as congressional district chair for President George W. Bush. He is ranked among the top 10 on James Magazine's Top 50 Lobbyists List for 2019-2020. Mr. Woodall's political consulting career spans from Thomas & Associates, Inc. in 1998 to his current role as a founding member of Terminus Strategies.

**Ted Burdo**

For the last eight years, Mr. Burdo has worked in the political consulting and policy arena. Before helping form Terminus Strategies, he worked as an associate for the W.L. Clifton Political Consulting and Taylor English Decisions legislative teams. While serving those teams, he represented a variety of corporate and nonprofit client interests, specifically engaging in the healthcare, judicial, juvenile justice, and environmental areas. Mr. Burdo's outstanding ability to navigate the political process was recognized by his James Magazine Rising Star status in both 2017 and 2019. Outside of Terminus Strategies, Mr. Burdo is a member of the Atlanta Touchdown Club, a community organization dedicated to awarding scholarships to deserving male and female high school student-athletes and Georgia Lawyers for the Arts.

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