

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY
DISTRICT ATTORNEY'S OFFICE AND NATHAN WADE, P.C.**

THIS AGREEMENT is made by and between the FULTON COUNTY DISTRICT ATTORNEY'S OFFICE, (hereinafter "FCDA" whose mailing address is 136 Pryor Street, Atlanta, GA 30303 and NATHAN WADE, P.C. (hereinafter "Attorney").

WITNESSETH:

WHEREAS, FCDA entered into and executed a contract dated November 1, 2021. This contract ended on October 31, 2022.

WHEREAS, the FCDA intends to recontract the professional services of Attorney for legal services related to anti-corruption matters.

WHEREAS, the services to be rendered are of a special and temporary nature which has been determined to be in the best interest of the public to be performed under contract by professional personnel;

WHEREAS, Attorney has agreed to accept the position as of November 15, 2022. This contract shall end on May 15, 2023.

WHEREAS, FCDA and Attorney, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1: SCOPE OF SERVICES

Attorney agrees to provide legal services in connection with FCDA's anti-corruption matter.

Attorney agrees to provide best efforts to the performance of duties and responsibilities as outlined below in accordance with applicable laws, rules, regulations and policies.

Any expansion of this scope will be set forth in a separate letter of engagement or addendum to this contract.

SECTION 2: CONTRACT TERM

The term of this contract shall commence November 15, 2022 thru May 15, 2023. FCDA may terminate this contract at any time, either for convenience or default; in this event, FCDA shall provide thirty (30) days written notice.

Attorney may terminate this contract and withdraw from representation upon grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law; in this event, Attorney must provide thirty (30) days written notice served upon the District Attorney.

SECTION 3: ATTORNEY'S COMPENSATION FOR SERVICES

- 3.1 Attorney shall be compensated at a rate of \$250.00 per hour for services provided.
- 3.2. Attorney is not permitted to work more than six hundred (600) hours during the total of this contract. As such, during the duration of this contract, Attorney shall not earn more than one hundred and fifty thousand (\$150,000). This limitation does not include any travel and lodging expenses (See Sec. 3.8).
- 3.3. Attorney will ensure that work and responsibilities comply with the following month limitations: in November 2022, Attorney shall not exceed fifty (50) hours; in December 2022, Attorney shall not exceed one hundred (100) hours; in January 2023, Attorney shall not exceed one hundred (100) hours, in February 2023, Attorney shall not exceed one hundred (100) hours; in March 2023, Attorney shall not exceed one hundred (100) hours; in April 2023, Attorney shall not exceed one hundred (100) hours; and, in May 2023, Attorney shall not exceed fifty (50) hours.
- 3.4. Attorney will receive legal assignments from District Attorney. If assignments received, require Attorney to work more than the monthly limitations set forth in Section 3.3, Attorney must seek written approval from District Attorney Fani T. Willis before exceeding limitations.
- 3.5. Attorney shall submit invoice for November 2022 and December 2022 on the first Friday of January 2023. Said invoices should be submitted to FCDA's Purchasing Manager and Deputy of Operations. All remaining invoices should be submitted on the first Friday of the subsequent calendar month work has been completed (e.g. The invoice for work completed in January will be provided to FCDA on the first Friday of February 2023).
- 3.5. Bills not submitted within sixty (60) days of due date will not be paid by FCDA.
- 3.6 Upon the receipt of a timely payment invoice, FCDA will tender payment within sixty (60) days.
- 3.7. Attorney will pre-pay a travel or lodging costs associated with the performance of duties outlined. All travel and lodging arrangements must be pre-approved by Deputy of Operations, Dexter Q. Bond, Jr. Travel and lodging costs shall be adhere to Fulton County's travel policy.
- 3.8 Receipts for travel and lodging must be submitted to FCDA with the succeeding monthly invoice. (e.g. If pre-approved travel is completed in January 2023, all travel and lodging receipts shall be submitted to FCDA on the first Friday of February 2023 with January invoice).

SECTION 4: ATTORNEY AGREES

- 4.1 To accept the employment pursuant to the terms of this agreement;
- 4.2 Attorney contracts herein with the FCDA as an independent contractor, and is NOT an employee of the District Attorney's Office for the purposes of performing the services hereunder;

4.3 Attorney shall not be entitled to employee benefits provided under this contract such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the District Attorney's Office;

4.4 Attorney cannot represent any party to the controversy that is the subject of the cases in which they offer professional services.

SECTION 5: SCOPE OF AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of Attorney by FCDA and contains all the covenants and agreements between the parties with respect to such retention in any matter whatsoever.

Each party to this Agreement acknowledges that no representation, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Any modification of the Agreement will be effective only if it is in writing and signed by the party to be charged. For the purpose of this paragraph and of the entire, agreement, the signature of the District Attorney is the only signature that will bind FCDA.

SECTION 6: ASSIGNMENT OF AGREEMENT

This contract is not transferable. Attorney may not assign this agreement or any work within said scope to any other attorney, consultant, employee or person.

SECTION 7: GENERAL COMPLIANCE WITH LAWS

Attorney shall be required to comply with all laws and ordinances applicable to the work.

SECTION 8: OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental Attorney work or materials furnished herein under shall be and remain the property of the FCDA, including all publication rights and copyright interests, and may be used by the FCDA without any additional cost to the FCDA.

Attorney shall be required to execute a separate Confidentiality Agreement prior to Agreement being valid; said Confidentiality Agreement will be possessed by the FCDA's Legal Counsel.

SECTION 9: CHANGES

The FCDA may at any time, in writing, may make any changes in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work as defined by the aforementioned scope of services of this Agreement or in the time required for this performance to complete, an equitable adjustment shall through a written Agreement.

SECTION 10: TERMINATION

This contract is terminable by the FCDA at any time by written notice to Attorney, either for convenience or default. By written notice, Attorney may terminate this Agreement and withdraw from representation with the written consent of the FCDA and/or on grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law.

Upon termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the Attorney in performing this Agreement shall, in the manner and the extent determined by the FCDA, become the property of and be delivered to the FCDA. If the contract is terminated, Attorney shall be paid the reasonable value for services performed up until the time of termination.

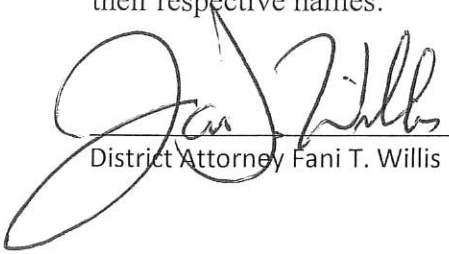
SECTION 11: SEVERABLE PROVISIONS

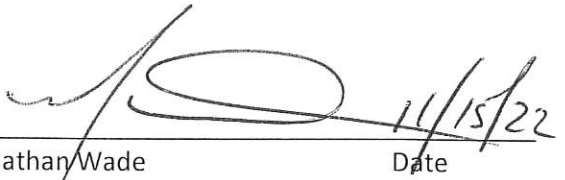
If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken for the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

SECTION 12: GOVERNING LAW

The validity of the Agreement and its terms and provisions as well as the rights and duties of the parties of this Agreement shall be governed by the law of the State of Georgia.

IN WITNESS WHEREOF, The parties have executed this Agreement on the dates indicated by their respective names:

 11/15/2022
District Attorney Fani T. Willis Date

 11/15/22
Nathan Wade Date