PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY DISTRICT ATTORNEY'S OFFICE AND CHRISTOPHER CAMPBELL, ESQ.

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 CHISTOPHER CAMPBELL, ESQ. (hereinafter "Attorney").

WITNESSETH:

WHEREAS, the FCDA intends to engage the professional services of Attorney to provide legal services as a "FIRST APPEARANCE ATTORNEY."

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, the Attorney has agreed to accept the position as FIRST APPEARANCE ATTORNEY; and

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

SECTION 1: SCOPE OF SERVICES

Attorney agrees to provide legal services in connection with the appointment of FIRST APPEARANCE ATTORNEY, those services include, but are not limited to the below-identified action items.

These action items are to be completed every day from Monday, March 1, 2021 to April 30, 2021. This date range constitutes a single-term of a Fulton County grand jury session.

- 1. Attorney reviews First Appearance Calendar (FAC)—the defendant's name and charges by the arresting agencies appear on FAC; said Calendar is released by Fulton County Magistrate Court at 6:00AM every day.
- 2. Attorney receives and utilizes zoom link from First Appearance said link will be sent from <u>COSMCZoomCalendars@donotreplytothis.address</u> by 8 AM.
- 3. Attorney receives and reviews Pretrial Reports from First Appearance from Pretrial Services;
- 4. Attorney receives and reviews the juvenile history for any Defendants under twenty (23) years of age from Juvenile Court;
- 5. Attorney, via provided zoom link, will attend Pre-indictment bench calendar at 11AM during this calendar, Attorney is responsible for, on behalf of the State, handling all alleged probation violations.
- 6. Attorney, via provided zoom link, will attend FAC at 11:30AM during this calendar, Attorney is responsible for, on behalf of the State, handling all matters. When handling matters, as it relates to bond conditions for the defendant, Attorney's arguments must be consistent with bond arguments outlined in Exhibit A.

- 7. During both Pre-indictment bench calendars and FAC, Attorney is responsible for reviewing warrants and other applicable materials in Odyssey, FCDA's document storage system.
- 8. Attorney must note the bond amount and all relevant conditions on file; if necessary, the Attorney is required to fill out a bond sheet listing the bond amount;
- 9. Attorney must email calendar with notes and "no bond" sheets are emailed to the First Appearance email at firstappearanceda@fultoncountyga.gov;
- 10. Attorney is not permitted to make comments to the media on behalf of FCDA; instead, if necessary, Attorney must direct any statement inquiry to FCDA's Public Relations Manager.

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.

SECTION 2: CONTRACT TERM

The term of this contract shall commence, on the first day of the term of Fulton County grand jury, March 1, 2021 thru April 30, 2021, the last day of term of Fulton County grand jury.

The FCDA may terminate this contract at any time, either for convenience or default; in this event, FCDA shall provide fourteen (14) 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 fourteen (14) 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 \$65 per hour. Attorney is expected to work Monday through Saturday for a maximum of six (6) hours per day, amounting a maximum total of \$390.00 per day (\$2,340 per week).
- 3.2. Attorney shall submit invoice to FCDA's Purchasing Manager on or before the last calendar day of the month. Bills not submitted during the scope and time-frame of contract will be considered untimely and payment will not be tendered.
- 3.3 Upon the receipt of a timely payment invoice, FCDA will tender payment within sixty (60) days.

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, including but not limited to, defendant or any relevant witness surrounding this alleged act.
- 4.5 Attorney agrees, in accordance to the current policy of the Fulton County Magistrate Court, Attorney agrees to appear via zoom at FAC. In the unlikely event, that policies change, requiring in person FAC hearing, Attorney agrees to physically attend.

SECTION 5: GOVERNMENT AGREES TO PROVIDE THE FOLLOWING SUPPORT SERVICES OR EQUIPMENT

5.1 Material or equipment: Computer and other technological needs will be provided. These technology items will allow Attorney to attend zoom meeting. These items will be stored and maintained by Attorney.

SECTION 6: 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 7: ASSIGNMENT OF AGREEMENT

This contract is transferable. Attorney may assign this agreement or any work within said scope to any other attorney in which Attorney supervises. At all times during the execution of Agreement, Attorney, even if exercising right to assign, is responsible for scope and responsibilities associated with Agreement.

SECTION 9: GENERAL COMPLIANCE WITH LAWS

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

SECTION 10: OWNERSHIP OF DOCUMENTS

All briefs, memoranda, calendar, notes 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 is bound a Confidentiality Agreement previously executed; said Confidentiality Agreement has been signed by Attorney and is in possession of FCDA's Legal Counsel.

SECTION 11: 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 (including, but not limited to, physically appearing for FAC) 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 12: 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, notes, calendars 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 13: 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 14: 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:

2/24/202/

District Attorney Fani T. Willis / Date

ttorney Christopher Campbell

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY DISTRICT ATTORNEY'S OFFICE AND CHRISTOPHER CAMPBELL, ESQ.

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 CHISTOPHER CAMPBELL, ESQ. (hereinafter "Attorney").

WITNESSETH:

WHEREAS, the FCDA intends to engage the professional services of Attorney to provide legal services as a "TAINT ATTORNEY"; and

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, this professional services shall not be performed by any employee within FCDA;

WHEREAS, the Attorney has agreed to accept the position as Taint Attorney; and

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

SECTION 1: SCOPE OF SERVICES

Attorney agrees to provide legal services in connection with the appointment of Taint Attorney for the purposes of receiving and reviewing law enforcement files in a confidential manner, and making an evidentiary determination as to which documents are legally permissible to be turned over to staff of FCDA for further investigation or prosecution.

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.

SECTION 2: CONTRACT TERM

The term of this contract shall commence Monday, January 25, 2021 thru January 25, 2022. The 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 \$150 per hour for services provided. In the event, that Attorney performs more than thirty-two (32) hours on one (1) file/case, Attorney must, via writing, inform FCDA, that they hours of work have reached (32); and, must seek written

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 7: ASSIGNMENT OF AGREEMENT

This contract is not transferable. Attorney may not assign this agreement or any work within said scope to any other attorney, including attorneys employed within Attorney's office.

SECTION 9: GENERAL COMPLIANCE WITH LAWS

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

SECTION 10: 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 is bound a Confidentiality Agreement previously executed; said Confidentiality Agreement has been signed by Attorney and is in possession of FCDA's Legal Counsel.

SECTION 11: 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 12: 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 13: 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 14: 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:

District Attorney Fani T. Willis

Date

ttorney Christopher Campbell Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY DISTRICT ATTORNEY'S OFFICE AND CHRISTOPHER CAMPBELL, ESQ.

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 Christopher Campbell (hereinafter "Attorney")

WITNESSETH:

WHEREAS, the FCDA intends to engage the professional services of Christopher Campbell to provide legal services as a "Attorney;"

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 Attorney;

WHEREAS, Christopher Campbell has agreed to accept the position as "Attorney;"

WHEREAS, the 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 appointment as Attorney. In this capacity, Attorney will receive and review law enforcement records and review in a confidential manner. Upon review, Attorney will make an evidentiary determination as to which documents are legally permissible to be turned over to staff of FCDA.

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.

SECTION 2: CONTRACT TERM

The term of this contract shall commence February 1, 2022 thru October 31, 2022.

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: COMPENSATION FOR SERVICES

- 3.1 Forensics shall be compensated at a governmental rate of \$150.00 per hour for services provided to FCDA.
- 3.2. Attorney shall not work more than thirty-two (32) hours per month. If Attorney, in one monthly billing cycle, need to work more than thirty-two (32) hours, Attorney must seek written

approval from District Attorney Fani T. Willis. When Attorney reaches thirty-two (32) hours in one month, Attorney must stop working until written approval from District Attorney Willis is received by Attorney.

At an hourly billing rate of \$150.00 per month and maximum number of thirty-two (32) hours that can be worked in one month, Attorney's monthly invoice, for work done under this contract, shall not exceed \$4,800.00 (not including one-time pick-up fee, if applicable).

- 3.3 At times, Attorney will be required to pick up files directly from an arresting agency. In those instances, FCDA will tender a one-time flat fee of \$50.00. When submitting an invoice, Attorney must indicate which file qualifies for this one-time flat fee.
- 3.4. Attorney, upon receipt of file, shall complete services within thirty (30) calendar days. Upon completion of file, Attorney must hand-deliver the file to FCDA's Anti-Corruption's Deputy Chief of Investigation (ACCI).
- 3.5. Attorney shall submit invoice to FCDA's Purchasing Manager on the first Friday of the subsequent calendar month the work was completed. If work is completed in February, invoice should be submitted on, or before, the first Friday in March).
- 3.6. All invoices and bills must be submitted within sixty (60) days from turning the file over to ACCI's Deputy Chief of Investigation. If a bill or invoice is not submitted within sixty (60) days after submitting to ACCI's Deputy Chief of Investigation, the submission will be considered untimely and will not be paid by FCDA.

SECTION 4: ATTORNEY AGREES

- 4.1 To accept the employment pursuant to the terms of this agreement;
- 4.2 Forensics contracts herein with the FCDA as an independent contractor. Attorney does not have the authority to assign and responsibilities assumed by this contract.
- 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;

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 with Attorney is not transferable.

SECTION 7: GENERAL COMPLIANCE WITH LAWS

Attorney and FCDA 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. These work products will be maintained by the District Attorney.

Attorney and all Associate(s) 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 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:

District Attorney Fani T. Willis / Date

Christopher Campbell, Attorney

Date