

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY
DISTRICT ATTORNEY'S OFFICE AND JOHN FLOYD, 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 JOHN FLOYD, ESQ. (hereinafter "Attorney").

WITNESSETH:

WHEREAS, the FCDA intends to engage the professional services of Attorney to provide legal services as a "RICO EXPERT"; 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, the Attorney has agreed to accept the position as RICO EXPERT; and

WHEREAS, the FCDA and the 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 the appointment of RICO EXPERT for the purposes of advising, researching and participating in matters involving the RICO statute.

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 April 1, 2021 thru April 1, 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 forty (40) hours total in any one (1) calendar month, Attorney must, via writing, inform FCDA, that their hours under this Agreement have reached forty (40) hours; at forty (40) hours, all work must stop and cannot begin until written approval from FCDA is received by Attorney.

3.2. Attorney shall submit invoice to FCDA's Purchasing Manager on the first Friday of the subsequent calendar month work was completed (if work is completed in April, invoice should

be submitted on, or before, the first Friday in May). Bills not submitted within sixty (60) days of receiving confirmation will not be paid by FCDA – these invoices are considered untimely.

Since Attorney must seek written approval before exceeding forty (40) calendar work hours in a month, only under rare and unlikely events, will a monthly invoice exceed six thousand dollars (\$6,000.00).

3.5 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 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, including attorneys employed within Attorney's office.

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.

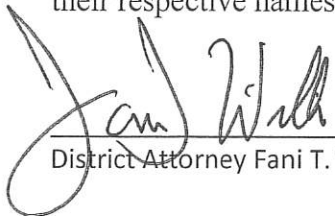
SECTION 11: SEVERABLE PROVISIONS

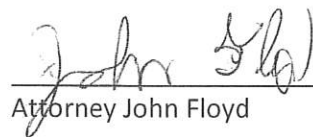
If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken for the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

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:

 2/23/2021
District Attorney Fani T. Willis Date

 3/10/2021
Attorney John Floyd Date