

CONTRACT FOR PROFESSIONAL SERVICES

This **Contract for Professional Services** (“Contract”) is made and entered into on this ___ day of _____, 2023, by and between **COBB COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and Dentons US LLP, a corporation organized and existing under the laws of the State of Delaware, licensed to do business in Georgia and with offices in Fulton County, Georgia (hereinafter referred to as the "Consultant"), each individually a “Party,” and collectively the “Parties.” The “Effective Date” shall be the date of the last Party to sign.

WITNESSETH:

Whereas, the County desires to engage a qualified and experienced consulting firm to furnish professional services for:

State and Federal Legislative Consulting Services County’s Sealed Bid #23-6722

Whereas, the Consultant has represented to the County that it is experienced and qualified to provide the services contained herein and the County has relied upon such representations.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the County and the Consultant as follows:

CONTRACT DEFINITIONS

The following terms used in this Contract will have the meaning set forth below:

The term “Board of Commissioners” means the governing body of Cobb County, Georgia.

The term “County” means Cobb County, Georgia, (which acts through its Board of Commissioners).

The term “Consultant” means the firm, Dentons US LLP, the Consultant firm awarded the Contract for State and Federal Legislative Consulting Services for Cobb County.

The term “Contract” (sometimes called “Agreement” or “Contract Documents”) means the agreement that Cobb County has with the Consultant for the delivery of services. Such Contract includes: Request for Proposals for Bid/Project Number: 23-6722, attached hereto and by reference incorporated herein as **Exhibit A**; Consultant’s proposal dated February 23, 2023, attached hereto and by reference incorporated herein as **Exhibit B**; this Professional Services Contract; The terms of this Agreement for Professional Services shall supersede and control in the event there are conflicting terms with other Contract Documents.

The term “Project” or “Work” means the development of the deliverables for the consultant services to be accomplished under this Contract, and the Contract Documents.

The term “Project Manager” or “Project Representative” shall mean the County representative who has been designated by County Manager to manage the Contract and serve as the point of contact between the Consultant, and the County and its departments or other organizations.

The term “Scope of Work” means the description of work to be accomplished by the Consultant under this Contract, including the services set forth in Exhibits A and B, and all work reasonably inferable from the specific descriptions.

GENERAL SCOPE OF SERVICES

The services to be furnished by the Consultant under this Contract shall be all those services described in the Scope of Work, described as “Project” or “Work” in the preceding section, and as further specified by Request for Proposals for Bid/Project Number: 23-6722, (**Exhibit A**); the Consultant’s proposal dated February 23, 2023 (**Exhibit B**); and in supporting studies and services for County, as provided in the Contract Documents. Consultant shall provide such services that are reasonably necessary to accomplish the Project and those services shall be performed within the fixed price compensation set forth herein. The Consultant will obtain written approval of the Project Manager for any Additional Services to be performed that are outside the Scope of Work described in or reasonably inferable from the Contract Documents.

ADDITIONAL SERVICES

It is the intent of the County that all Basic Services to be provided by the Consultant are set forth or reasonably inferable from the Contract Documents; however, the Consultant may be requested to perform Additional Services or tasks related to the Work outlined in the Scope of Work, which are specific to existing conditions or circumstances (collectively “Additional Services”). The Consultant shall, at the County's request, submit a proposal for such Additional Services indicating man-hours and costs to the County for approval. The Consultant shall not be authorized to begin work on any Additional Services until the County issues written authorization to proceed.

CONTRACT TERM/SURVIVAL

The term of this Contract shall be twelve (12) months, beginning on the Effective Date, unless otherwise terminated earlier as provided in this Contract (“Initial Term”). The County shall have the option to renew or continue services for two (2) additional one (1) year terms if agreeable to both Parties. Any such renewal must be by written amendment to this Contract, signed by the Parties. If the Parties elect to renew this Contract, Compensation for the second and/or third years will be the same as stated in this Contract, unless otherwise negotiated and agreed upon in a written amendment. Notwithstanding the stated term, those provisions that expressly state that they

survive, or that would by necessity survive, the expiration or earlier termination of this Contract shall so survive.

TERMINATION

A. Termination for Convenience. Either Party may terminate this Contract at any time for any reason upon thirty (30) days prior written notice to the other Party. The effective date of termination shall be set forth in such notice. As the sole remedy for either Party's termination for convenience, the Consultant shall be paid for any validated services performed under this Contract up to the time of termination. The Consultant shall not incur new obligations upon sending or receiving such notice and shall cancel as many outstanding obligations as possible. All information and material produced or collected by Consultant pursuant to this Contract shall become the sole property of the County upon termination of the Contract.

B. Termination for Cause. Either Party may terminate this Contract by following the procedure set forth below in the DEFAULT section should the other Party default in the performance of any of the terms, covenants, obligations, or conditions of this Contract.

C. Statutory Requirements. In compliance with the terms of O.C.G.A. § 36-60-13 for multi-year contracts, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of County at the close (December 31) of the calendar year of its execution ("Initial Expiration Date") and at the close (December 31) of each succeeding year for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein. Notwithstanding this provision, and as permitted by statute, this Agreement will automatically be renewed and extended on January 1 following the Initial Expiration Date, and on January 1 of each renewal term, if any, until the expiration of the Contract, unless otherwise earlier terminated as provided herein. Further, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County. This Agreement does not create a debt of the County for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

COMPENSATION

The County shall compensate the Consultant for the satisfactory and timely performance of the Basic Services and such Additional Services which have been requested or authorized by the County under the terms of this Contract, and specifically as set forth in the Exhibits hereto. The County will pay the Consultant the fees as follows: a) for Federal legislative relations: \$10,000 per month; and, b) for State legislative relations: \$7,000 per month; **but in no event to exceed the total Contract Amount of Two Hundred and Four Thousand Dollars and 00/100ths (\$204,000.00) for the Initial Term ("Contract Amount")**, unless changed in writing as authorized by the terms of this Contract. The County will pay to Consultant the fees for any requested Additional Services in the amounts for each Additional Service only as negotiated and authorized in writing by the County. The Contract Amount includes reasonable expenses incurred by Consultant in performing the services pursuant to this Contract, including expenses for travel, other transportation, accommodations, meals, long distance communications, postage, delivery

reproductions and other costs. It is agreed the compensation herein specified includes all costs, direct and indirect, needed to perform the Services necessary to accomplish the Project. The Consultant represents that such amount is sufficient to perform all the services set forth in and contemplated by the Consultant's proposal and this Contract.

The Consultant must submit in a form acceptable to the County monthly invoices for payment of Services to the County Liaison, as defined below, accompanied by all supporting documentation required by the Contract Documents or requested by County to process the invoice. The County will pay all approved invoices within thirty (30) days of receipt.

The County shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs or portion of the costs requested, as determined solely by the County, are in excess of the actual state of completion of the Project, or the services or products are unacceptable or not in conformity with the Contract Documents as determined by the County. The County shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the Consultant to the point indicated by such invoice, or of receipt of acceptance by the County of the services covered by such invoice.

It is understood and agreed that the Contract Amount set forth above is the maximum amount approved and budgeted by the County and payable under this Contract for the Project. The Consultant will monitor the progress of the Project in relation to the Contract Amount and will apprise the County of any substantive deviations or anticipated problems in complying with the budget and timeframe set forth in this Contract.

The terms of this section and the terms of the entire Contract are intended to supersede all provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 through 13-11-11, except to the extent preempted by applicable federal law.

GENERAL CONDITIONS

PERSONNEL

The Consultant represents that it has the necessary experience and skills or has secured or will secure, at its own expense, all personnel with such experience and skills necessary to complete this Contract, none of whom shall be employees of, or have any contractual relationship with, the County. The primary liaison with the County will be through the County Liaison. The Consultant represents that Consultant's personnel performing the Work under this Contract shall be the Project Team as shown in Consultant's Proposal, in **Exhibit B**. Should Consultant require a modification of its Project Team, Consultant will notify and meet with County in advance of such modifications.

The Consultant shall employ only persons duly qualified in the appropriate categories to be in charge of supervision and control of the Work.

EMPLOYMENT OF COUNTY'S PERSONNEL

The Consultant shall not employ any person or persons in the employ of the County for any work required by the terms of this Contract without the written permission of the County.

INDEPENDENT CONTRACTOR STATUS / RESPONSIBILITY

The parties agree that an independent Consultant relationship is created by this Contract. The County is interested only in the results to be achieved, and the conduct and the control of the Work will lie solely with the Consultant. Consultant assumes all responsibility for the provision of tools and equipment used in, and the method of, the performance of this Contract. Nothing contained in this Contract shall be construed to constitute the Consultant or any of its employees, servants, agreements, or subcontractors as an employee, servant, or agent of the County for any purpose. The Consultant shall be fully responsible for all acts and omissions of its employees, subcontractors and their suppliers, and specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of the Contract with the Consultant. The Consultant shall not be considered an agent or employee of the County. The County will not withhold income or other taxes on the fees paid to the Consultant under this Contract and Consultant shall be solely responsible for the payment of all such taxes. The Consultant is not entitled to any of the benefits that the County provides for the County's employees. It is understood that the County does not agree to use Consultant exclusively for the services to be performed under this agreement. It is further understood that the Consultant may contract for similar services to be performed for other entities while under contract with the County.

COUNTY LIAISON

The County has appointed the **Deputy County Manager** as the County Liaison between the Consultant and the County and other involved authorities or governments on this Work. The Consultant shall arrange for conferences and exchanges of data and information and for necessary approvals by and through the County Liaison.

All correspondence, data, information, requests for meetings, reports and regular communications shall be directed to the County Liaison to provide for proper distribution to the parties concerned.

The Consultant shall meet with the County Liaison and County Commissioners either in person or via telephone on an as needed basis as required to effectively accomplish the Work.

COMPLIANCE WITH LAW

The Consultant shall comply with all applicable federal, state and local laws and regulations relating directly or indirectly to the Project, and the performance of the services hereunder.

CONFIDENTIALITY

A. Confidential Information. Consultant acknowledges that it may receive confidential information of County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Consultants, and/or staff to likewise protect such confidential information. Consultant agrees that confidential information it receives or such reports, information, opinions, or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of County. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

B. Open Records. Consultant acknowledges that County's disclosure of documentation is governed by Georgia's Open Records Act, and Consultant further acknowledges that, if Consultant submits records containing trade secret information and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

To the extent practicable and not legally prohibited, Consultant shall promptly notify County of any request for County information including any request required by law or judicial or regulatory process or pursuant to Georgia's Open Records Act, O.C.G.A. § 50-18-70 et seq. prior to disclosing such information. In no case shall such notification occur more than one business day after receipt of such request.

OWNERSHIP AND USE OF DOCUMENTS

The Consultant agrees that the final deliverables prepared by or for the Consultant as provided in this Agreement shall be solely owned by the County. Notwithstanding the foregoing sentence, Consultant shall have the right to use final deliverables for Consultant for marketing and business development use. No other subcontractor or vendors shall have the right to use or incorporate Project final deliverables in any way without prior written permission from Consultant and the County.

Consultant shall promptly notify County of any request for such information in a court proceeding. Upon completion of this Contract or earlier termination thereof, all final deliverables prepared by or for the Consultant related to this Contract shall become the sole property of the County and be delivered promptly to the Project Manager.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the Work conducted under this Contract shall not be presented publicly or published without prior approval in writing of the County.

REPRESENTATIONS

The Consultant represents and warrants as follows with regard to this Contract:

- a) It will comply with Title 6 of the Civil Rights Act of 1964 (PL88-352 and 42 USC 2000d) and in accordance with Title 6 of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed, or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the County (and hence the Consultant) received federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Consultant shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.
- b) The Consultant shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant shall not discriminate against any qualified client or recipient of services provided through this Contract on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin.
- c) Consultant agrees and hereby certifies that it will comply with the requirements for a Drug Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, and will pass this requirement through to lower tier consultants.

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Consultant, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Consultant certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Consultant agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. Consultant agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Consultant will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that

certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term.

NO WAIVER

The waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

INDEMNIFICATION

The Consultant shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Consultant shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Consultant shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Consultant, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Consultant shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Consultant as the other Party, the Consultant shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Consultant's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any omission, or the negligent or intentional act of the Consultant, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Consultant shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Consultant expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

EXAMINATION AND RETENTION OF RECORDS

Consultant shall maintain all books, records, documents, accounting ledgers, data bases, and similar materials relating to work performed for County under this Contract on file for at least three (3) years following the date of final payment to the Consultant by County. All records stored on a computer database must be of a format compatible with the County's. Any duly authorized representative(s) of County shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during usual and customary business hours. Consultant shall provide proper facilities to County representative(s) for such access and inspection. Further, any duly authorized representative(s) of the County shall be permitted to observe and inspect any or all of Consultant's facilities and activities during usual and customary business hours for the purposes of evaluating and judging the nature and extent of Consultant's compliance with the provision of this Contract. In such instances, County representative(s) shall not interfere with or disrupt such activities.

The Consultant shall maintain, and the County and its representatives shall have the right to examine, all books, records, documents, accounting procedures and practices and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Contract. The materials described above as well as any relevant database and computer tapes or disks containing such information shall be made available at the County office or at the offices of the Consultant at all reasonable times for inspection, audit, and reproduction during the term of the Consultant, and for three years from the final date of settlement or payment under the Contract.

COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

INSURANCE

A. Requirement:

Consultant shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work

hereunder by the Consultant, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Consultant shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability (Errors and Omissions) Coverage: \$2,000,000 per claim and in the aggregate is required, in the event a Consultant is performing design, engineering or other professional services.
- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Consultant. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Consultant shall

pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

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

i. General Liability, Automobile Liability, and Umbrella/Excess Insurance

- (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant, premises owned, leased, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Consultant to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
- (b) Primary Insurance Requirement. The Consultant's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Consultant's insurance and shall not contribute with it.
- (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (d) Separate Coverage. Coverage shall state that the Consultant's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Consultant for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Consultant for Owner.

G. All Coverages

(i) Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County Manager, 100 Cherokee Street, Marietta, Georgia 30090. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Consultant must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

(iii) Failure of Insurers.

The Consultant shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

Consultant shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the

declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

I. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

LAWS GOVERNING AND VENUE OF ACTIONS

This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia. The courts of Georgia, located in Cobb County, Georgia, shall have exclusive jurisdiction to hear any claim between the Consultant and the County in connection with the Contract, and Consultant submits to the jurisdiction and venue of such courts.

SEVERABILITY OF PROVISIONS

If a part or any provision of this Contract shall be invalid or unenforceable under applicable law, said part shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Contract, which shall be interpreted so as to give the greatest effect possible thereto.

THIRD PARTY BENEFICIARIES

The parties hereto do not intend that any benefit be conferred on any third Party or that the provisions hereof give rise to or create any duty or obligation or any cause of action arising therefrom on behalf of any third Party.

AMENDMENT

No modification or alteration of or amendment to this Contract shall be effective and binding unless executed by both parties with the same degree of formality as this indenture.

PRESERVATION OF IMMUNITIES

No provision of this Contract shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the parties by the Constitution, statutes, rules and regulations of the State of Georgia. Nothing contained in this Contract shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

NO STRICT CONSTRUCTION (ANTI-CONTRA PROFERENTEM)

The Parties hereto have participated jointly in the negotiation and/or drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises with respect to this Contract, this Contract shall be construed as if drafted jointly by County and Consultant and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Contract.

AUTHORIZED REPRESENTATIVES (AUTHORITY TO BIND)

The individuals whose names appear below represent that they have or have been accorded by their governing or executive bodies the necessary authority to bind the entities on whose behalf each has executed this document.

DELIVERY OF NOTICES

All written notices, demands, and other papers or documents to be delivered to the County or the Consultant under this Contract shall be delivered personally, by prepaid registered or certified mail return receipt requested, or by overnight receipted delivery service to the following addresses:

If to County: Cobb County Board of Commissioners
 100 Cherokee Street
 Marietta, Georgia, 30090
 Attention: County Manager

If to Consultant:

Any subsequent changes to place or places specified above shall be designated in writing by the Consultant and the County to the other.

COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

CONTRACT DISPUTES

Prior to filing any claim or action related to this Contract, the parties may submit such claim or action to non-binding mediation. The parties shall agree as to the mediator and share equally in the costs of mediation.

MATERIAL CONDITION

Each term of this Contract is material. A breach by Consultant of any one of the terms of this Contract shall be considered to be a material breach of the entire Contract and shall be grounds for the termination of the Contract by County.

DEFAULT

Default shall mean a failure to fulfill in a timely and proper manner a Party's obligations under this Contract, or a violation of any of the material provisions, agreements, representations or covenants of this Contract or any applicable County, State, or Federal laws, which do not fall within the force majeure provisions of this Contract, or the Consultant becoming insolvent or unable to pay its debts as they mature, or making an assignment for the benefit of creditors, or filing a bankruptcy petition under the United States Bankruptcy Code or being the subject of a judgment or order for payment of money no longer subject to appeal or which judgment or order, in the opinion of the County, would be fruitless to appeal, which exceeds \$100,000 in amount and (a) such judgment or order shall continue undischarged or unpaid for a period of 30 days and (b) an insurer acceptable to the County has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance or (c) the County is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty days of its issuance.

In the event of default under this Contract, the non-defaulting Party shall send written notice to the other Party setting forth the specific instances of the default and providing the defaulting Party with at least ten (10) days to cure or otherwise remedy the default to the reasonable satisfaction of the non-defaulting Party. If the default is not remedied during the stated cure period, then the non-defaulting Party may, at its election, in writing terminate the Contract in whole or in part, or cure such default itself and charge the defaulting Party for the costs of curing the default against any sums due or which become due to the defaulting Party under this Contract.

FORCE MAJEURE

Except with respect to any obligation or covenant regarding the payment of any sums due and payable under this Contract, the County and the Consultant shall each be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Contract when prevented from doing so by cause or causes beyond their reasonable control, which shall include, all labor disputes, civil commotion, governmental regulations or controls, fire or other casualty, or acts of God.

COMPLETE CONTRACT

This Contract as defined herein constitute the complete and exclusive statement of the terms of the Contract between the County and the Consultant and it supersedes all prior representations, understandings and communications. Any changes or alterations to this Contract must be in writing and signed by both parties to be effective.

ASSIGNMENT

Neither this Contract nor any interest herein, or claim hereunder, shall be assigned or transferred by Consultant to any Party or parties. Any attempted assignment of this Contract by Consultant shall be null and void.

IN WITNESS WHEREOF, said Parties have hereunto set their seals the day and year above first written.

(Signatures on following page)

**CONSULTANT:
DENTONS US. LLP**

By: _____

Date: _____

Title: _____
(SEAL, IF INCORPORATED)

Attest:

By: _____
Notary Public

Date: _____

**COUNTY:
COBB COUNTY, GEORGIA**

By: _____
Lisa N. Cupid
Title: Chairwoman
(COUNTY SEAL)

Date: _____

Attest: _____
County Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
County Attorney's Office

Date: _____

EXHIBIT A
Request for Proposals

EXHIBIT B
Consultant Proposal