

Executive Employment Agreement

This Agreement (“Agreement”) is made on _____, 2023 between Cobb County, a political subdivision of the State of Georgia (hereinafter referred to as “County”) and Dr. Jackie McMorris (hereinafter identified by name or "Executive") with both being referred to singularly as “Party” or collectively as the “Parties.”

WHEREAS, the County and Executive entered into an Executive Employment Agreement on February 26, 2020 (“2020 Agreement”) for Executive to serve as County Manager and Chief Executive Officer of Cobb County, Georgia; and

WHEREAS, the initial term commenced on April 5, 2020, and is set to terminate on December 31, 2023, and the Parties wish to enter into this Agreement to provide for timely budgetary planning; and

WHEREAS, the 2020 Agreement had notice and renewal provisions contained therein and the Parties are herein in agreement that this document shall satisfy said provisions with regard to the 2020 Agreement; and

WHEREAS, as contemplated by Section 2-33 of the State Enabling Legislation for Cobb County, the Chairwoman and other Cobb County Commissioners (hereinafter referred to as “Board”) find that Dr. Jackie McMorris is qualified to fill said office; and

WHEREAS, on or about October 10, 2023, the Board approved the continuation/replacement of the 2020 Agreement with this Agreement continuing the service of Dr. Jackie McMorris as County Manager, effective January 1, 2024, and authorized the Chairwoman of Cobb County to execute this contract of employment as same is defined by the laws of the State of Georgia and the United States for Dr. Jackie McMorris to serve as County Manager; and

NOW THEREFORE, the following terms and conditions shall become enforceable upon execution of this Agreement by all parties:

1. OFFER AND ACCEPTANCE OF EMPLOYMENT

- A. **Offer.** The Board hereby offers continued executive employment in the position of County Manager to Dr. Jackie McMorris.
- B. **Acceptance.** Dr. Jackie McMorris hereby accepts, subject to the terms and conditions of this Agreement, the Board’s offer of executive employment in the position of County Manager of Cobb County, Georgia (collectively “County Manager”).
- C. **Term:** Upon the terms and subject to the conditions set forth herein, this Agreement is for

a term commencing January 1, 2024, and terminating on December 31, 2026, (“Term”), unless such term is terminated earlier in accordance with the provisions of this Agreement or applicable provisions of state law and the Cobb County, Georgia Code of Ordinances.

- D. Renewal Term(s).** This Agreement shall continue and automatically renew at the close of the calendar year 2026 and at the close of each succeeding calendar year for a one-year term (each one-year term constituting a “Renewal Term”) unless positive action is taken by County to prevent such renewal in accordance with the provisions of this Agreement. If the County elects to take positive action to prevent this Agreement from automatically renewing, it shall provide Executive written notice of the same at least ninety (90) days prior to the effective date of such non-renewal.

2. TERMS OF EMPLOYMENT

- A. Duties.** Executive shall perform the duties and services commensurate with the position of County Manager of Cobb County, Georgia, those assigned to Executive by the Board, and those established by law in Section 2-33 of the State Enabling Legislation of Cobb County, which states in pertinent part as follows:

“The county manager shall be the chief executive officer of Cobb County and the administrative head of the county government. He [or she] shall be responsible to the board of commissioners for the proper and efficient administration of all affairs of the county, except as otherwise provided by law. It shall be the duty of the county manager to:

- (1) See that all laws and ordinances of the county are enforced;
- (2) Exercise control over all departments or divisions of the county which the board or chairman of the board has heretofore exercised or that may hereafter be created, except as otherwise provided in this article;
- (3) Keep the board of commissioners fully advised as to the financial condition and needs of the county;
- (4) Supervise and direct the official conduct of all appointive county officers and department heads, except as otherwise provided in this article;
- (5) Attend all meetings of the board with the right to take part in the discussions, provided that the county manager shall have no vote on any matter or issue before the board;
- (6) Supervise the performance of all contracts made by any person for work done for Cobb County and to supervise and regulate all purchases of materials and supplies for Cobb County within such limitations and under such rules and regulations as may be imposed by the board of commissioners, provided that the county manager is authorized to make

purchases and contracts for the county in amounts not exceeding the formal sealed bid limit as defined by Cobb County ordinance or resolution and as may be amended from time to time;

(7) Confer and advise with all other elected or appointed officials of Cobb County who are not under the immediate control of the board of commissioners but who receive financial support from said board;

(8) Additionally, as stated in Section 2-34 of the State Enabling Legislation of Cobb County, Executive shall take all action necessary so that the policies, rules and regulations so adopted by the Board shall be carried out, executed and enforced by the Executive as County Manager and Chief Executive Officer of the County. With the exception of the Chairman and other Commissioners, and in addition to any powers delegated to Executive by Law, Executive shall have, or is delegated, the power to direct, instruct, initiate termination proceedings or overrule any other appointed or hired employee of Cobb County in their specific duties and actions as may be appropriate from time to time. This includes, but is not limited to, appointing a Deputy County Manager and assigning said person duties commensurate with the position. In the event that a majority vote of the Board of Commissioners is required to hire, fire or otherwise appoint an employee, Executive shall be empowered at any time to submit a recommendation to the Board as to hiring, termination, appointment or removal of any non-elected employee or official. The provisions of this paragraph shall not apply to members of boards and commissions, and positions of employment in connection therewith, when such boards and commissions were created by law, nor to the elective County officers of Cobb County and the personnel employed within said elective County officers' respective offices.

3. PERFORMANCE OF EXECUTIVE'S DUTIES

- A. **Full Time and Reasonable Efforts.** Subject to the terms of this Agreement, including Section 3(B), Executive agrees to diligently and conscientiously devote her time, attention and best efforts to the performance of her duties as County Manager. Executive agrees to perform the functions and duties of County Manager on a full-time basis, as those functions and duties are set forth in this Agreement, state law, and the Cobb County, Georgia, Code of Ordinances, as amended.
- B. **Conflicting or Interfering Activities.** To the extent none of the following activities materially interfere with Executive's performance of her employment duties, Executive may expend reasonable amounts of time in charitable, educational, professional, trade, and civic activities, accept appointment to or continue to serve on any board, Commission or as a trustee of any charitable, educational, professional, trade, and civic organization, and manage her personal investments and affairs.
- C. **Primary Place of Employment.** Executive's primary place of employment will be 100 Cherokee Street, Marietta, Cobb County, Georgia.

- D. **Travel Required.** As reasonably requested by the Board, Executive shall travel as required to fulfill her duties under this Agreement and shall receive Travel expense.

4. EVALUATION

Members of the Board shall evaluate and assess in writing the performance of Executive during the term of this Agreement in accordance with the County's standard performance appraisal practices. The evaluation and assessment shall be reasonably related to the duties described herein. A copy of the written evaluation(s) shall be promptly delivered to Executive and her counsel listed herein, who shall have the right to respond, in writing, to the evaluation. The evaluation and response shall be included in Executive's personnel file. Within thirty (30) days of the delivery of the written evaluation to Executive, members of the Board shall meet with Executive to discuss the evaluation.

5. COMPENSATION

- A. **Payment of Base Salary.** The Board shall pay the Base Salary of \$350,000.00 in installments paid bi-weekly and due no later than fourteen (14) business days of the end of the applicable payment period, according to the Board's standard accounting principles and compensation practices and policies, and to an account identified by Executive. The Board shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the Executive.
- B. **Adjustments.** Executive will receive the applicable full merit increase applicable to other Cobb County employees based on her then-current rate of compensation, subject to withholding for appropriate items such as federal and state income taxes and FICA.
- C. **Deferred Compensation.** The parties acknowledge and agree that Cobb County sponsors a §457(k) deferred compensation plan (the "Plan"). In addition to the Base Salary, commencing January 1, 2024, the Board shall pay to Executive or to the Plan on her behalf, as elected by Executive, as additional compensation for her services, annual deferred compensation in the maximum amount allowable under the County's deferred compensation Plan, but in no event shall such sum be less than the maximum amount allowed under the terms of said Plan on the Effective Date of this Agreement (the "Deferred Compensation"). The Deferred Compensation shall be deemed wages for purposes of the Cobb County Pension Plan. By mutual agreement, and as authorized by the Internal Revenue Service, the parties may choose to allow for a § 457(f) "Advantage Plan" for key employees.

6. LEAVE & BENEFITS

- A. **Paid Leave.** Executive shall accrue an additional 80 hours of annual leave on an annual basis, in addition to the accrual of sick and annual leave at the same rate as other full-time County employees in accordance with County policies,
- B. **Carry Over.** Executive may use any annual or sick leave days from a prior twelve-month period during the term of this Agreement. In the event this Agreement is terminated or not renewed, Executive shall receive payment for unused accrued annual or sick leave days at the same Base Salary rate that Executive received for the previous pay period.
- C. **Scheduling.** Executive may select the times for annual leave, provided the dates are provided at least two weeks in advance so as to not materially interfere with the Board's performance of its duties and responsibilities under this Agreement.

7. MEDICAL BENEFITS

The Board shall provide Executive with the life, medical, dental, and disability coverage provided to other full-time employees in accordance with County policies and/or as set forth in this Agreement.

8. EXPENSES

- A. **Reimbursement of Expenses.** The Board shall reimburse Executive for all reasonable and necessary expenses Executive incurred in connection with its employment.
- B. **Receipts and Records.** Executive shall keep all receipts and other records of expenses and shall invoice the Board for reimbursement of Executive's expenses. Executive will include with each invoice, an invoice number and the receipts or other records reasonably detailing each expense in the invoice. The Board shall reimburse Executive within ten Business Days' of receiving each invoice.
- D. **Travel Expense.** Travel expense shall be paid to Executive at the rate set forth herein. Executive shall be responsible for all individual taxes resulting from receipt of such Travel expense.

9. ADDITIONAL AND CONSISTENT BENEFITS

In addition to the foregoing, the Board also agrees to provide Executive with (a) any and all benefits which are established or provided to full-time Cobb County employees as a whole, from time to time; (b) coverage under a professional liability insurance policy in amounts not less than provided to the Chairwoman of the Board of Commissioners indemnifying Executive against loss resulting from action taken by her in the course of her employment; (c) Professional

dues and subscriptions of the Executive for full participation in organizations necessary and desirable for continued professional growth and for the good of Cobb County; (d) Travel, subsistence, and related expenses for the Executive associated with official travel, meetings and conferences adequate to continue the professional development of the Executive and/or to pursue necessary official functions for Cobb County and (e) certain expenses of a job-affiliated nature which the Board approves and are incurred by the Executive. In the event that any of the benefits described in Section 9 conflict with benefits provided in other Sections of this Agreement, the more beneficial to Executive benefit will prevail.

10. MUTUAL REPRESENTATIONS

- A **No Conflicts**. The parties are not under any restriction or obligation that may affect the performance of their obligations under this Agreement.
- B **No Breach**. Neither party's execution, delivery, and performance of its obligations under this Agreement will breach or result in a default under any applicable Law, any judgment, order, or decree of any Governmental Authority to which it is subject, or any agreement to which it is a party or by which it is bound.

11. TERMINATION OF AGREEMENT

- A. **Termination For Cause**. The Board may terminate this Agreement with immediate effect for Cause by delivering notice of the termination to Executive.

(1) "Cause" means, for purposes of this Agreement, any of the following:

(a) Executive's conviction for any felony or other serious crimes of gross moral turpitude; (b) Executive's material breach of any of the terms of the Agreement or any other written agreement or material Board policy to which Executive and Board are parties or are bound, if such breach is Willful and continues for a period of fifteen days after written notice of the breach to Executive; (c) Executive's commission of fraud; or (d) Executive's continued Willful failure to substantially perform his duties under this Agreement after receipt of written notice thereof and an opportunity to so perform.

(2) "Willful" shall mean an intentional act, or failure to, act by Executive. In no event, however, shall any act or failure to act by Executive that is performed in good faith and with a reasonable belief that the action or omission was in the Board's best interests be considered Willful.

(3) A Cause determination can only be made by affirmative vote of the Board of Commissioners.

(a) The Board shall give Executive thirty (30) Business Days' written notice of the Board meeting at which Cause shall be decided (which notice shall be deemed to be notice of the existence of Cause if Cause is then found to exist by the Board), and opportunity, prior to the vote on Cause, to appear before the Board, with or without counsel at Executive's election, to present arguments on her behalf.

(b) At a minimum, the notice to Executive of the Board meeting at which Cause shall be determined shall contain, and the Executive shall receive: (a) a reasonable description of the relevant facts and circumstances underlying the offense upon which the proposed termination is based, (b) the names and last known contact information of witnesses believed to possess information relevant to the offense upon which the proposed termination is based, as well as a reasonable description of said witnesses' anticipated testimony and all other evidence that will or may be presented in support of the proposed termination, (c) a meaningful opportunity at a reasonable time after notice is presented for Executive to present reasons why the proposed termination should not be effectuated or to otherwise respond to the notice, (d) a hearing before the board prior to the proposed termination becoming effective at which she may present evidence, confront and cross-examine adverse witnesses, and (e) issuance of written findings as to the proposed termination and the reason(s) for same.

B. Termination Without Cause or for Convenience:

1. **90 days' Notice.** Either party may terminate this Agreement without cause or for convenience by giving the other party at least 90 days' notice. If the Board terminates this Agreement without cause or for convenience, Executive shall be entitled to and receive Severance Benefits.

2. **Cooperation.** In the event Executive terminates this Agreement, or the County terminates this Agreement in compliance with the terms of this Agreement, following such notice of termination of employment, Executive shall cooperate with the Board in good faith and to the fullest extent possible during the notice period in the transition of her duties and responsibilities to such other officer as the Board may designate on the Board's reasonable request.

C. **Termination on Death.** This Agreement will automatically terminate on the date of Executive's death and Executive's Estate shall receive Severance Benefits.

D. **Termination on Disability.** If Executive becomes Disabled, either party may terminate this Agreement with immediate effect, by delivering notice of the termination to the other party and Executive shall receive Severance Benefits.

(1) "Disabled" means, for purposes of this Agreement, that Executive has any medically determinable physical or mental impairment that has lasted for a period of at least six (6)

months of any twelve (12) month period, and that renders Executive unable to perform her essential functions required under the Agreement.

(2) Any determination that Executive is Disabled will be made by written certification from a physician mutually selected by the parties; provided that if the parties cannot agree on appointing such physician, the determination will be made by a panel of physicians consisting of one physician selected by the Board, one physician selected by Executive, and a third physician jointly selected by those two physicians.

- E. **Termination for Change in Control.** If there is a Change in Control as determined by the Executive in her sole discretion, Executive may terminate this Agreement with 90 days' notice to the Board, but Executive shall not be entitled to any Severance Benefits or Modified Severance Benefits.

12. EFFECT OF TERMINATION

A. Termination Benefits.

1. **Without Cause or for Convenience.** If the County terminates this Agreement without cause or for convenience, the County shall pay all Accrued Obligations and Severance Benefits.
2. **Death or Disability.** If this Agreement is terminated by reason of death or disability, the County shall pay to Executive, or to Executive's heirs or estate, as applicable, all Accrued Obligations and Severance Benefits.
3. **For Cause.** If the County terminates this Agreement for Cause, the County shall pay all Accrued Obligations but no Severance Benefits.

B. Related Definitions

1. **Accrued Obligations.** "Accrued Obligations" means the sum of the following unpaid benefits as of the Date of Termination:
 - (a). **Accrued Salary.** Payment of any earned but unpaid portion of Executive's Base Salary through the effective date of such termination;
 - (b). **Accrued Expenses.** Reimbursement for any reasonable, unreimbursed, and documented business expense Executive has incurred in performing her duties under this Agreement.

- (c) **Unused Annual or Sick Leave.** Payment of any unused accrued annual or sick leave shall be paid.

2. **Date of Termination.** "Date of Termination" is defined as follows:

- (a) If this Agreement is terminated for Cause, the date of receipt of the notice of such termination or any later date specified in the notice;
- (b) If this Agreement is terminated without cause, for convenience or for change in control, the date on which the notice states shall be the last day of the Executive's employment; and
- (c) If this Agreement is terminated for death or Disability, or if Executive retires, the date of death, or the date on which Executive's Disability or retirement becomes effective.

3. **Severance Benefits.** "Severance Benefits" shall mean the amount to be paid by the Board for terminating this Agreement. In such instance, the Board shall pay to Executive, as of the final day of her employment, severance benefits in an amount equal to six months compensation calculated at the-then existing gross annual compensation being paid to Executive, including the Deferred Compensation.

13. INDEMNIFICATION

To the extent permissible by law, County shall indemnify Executive against all losses arising out of Executive's actions or omissions in her capacity as County Manager, unless such actions or omissions constitute Willful misconduct or gross negligence by the Executive.

14. GENERAL PROVISIONS

- A. **Entire Agreement.** The parties intend that this Agreement, together with any attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the final expression of the parties' intent and agreement between the parties relating to the subject matter of this Agreement, contains all the terms the parties agreed to relating to the subject matter, and replaces all the parties' previous discussions, understandings, and agreements relating to the subject matter.
- B. **Successors.** To the extent permitted by law, this Agreement benefits and binds the parties and their respective successor Boards.
- C. **Acknowledgement of Terms.** Each party acknowledges that it has read this Agreement, understands the terms of this Agreement, has had the opportunity to consult, and has

consulted with independent legal counsel in connection with this Agreement, and has signed this Agreement voluntarily.

- D. Form of Notice.** All notices and communications between the parties must be in writing.
- E. Method of Notice.** The parties shall give all notices and communications between the parties by (i) personal delivery, (ii) a nationally recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, confirmed electronic mail to the party's address specified in this Agreement with a confirmation of receipt, or to the address that a party has notified to be that party's address for the purposes of this section.

To the Board: Chairperson of Cobb County
Chairwoman Lisa Cupid
100 Cherokee Street
Marietta, Georgia 30090
Lisa.cupid@cobbcounty.org

With a Copy to: Cobb County Clerk
100 Cherokee Street
Marietta, Georgia 30090
Pamela.Mabry@cobbcounty.org

To the Executive: Dr. Jackie McMorris
100 Cherokee Street
Marietta, Georgia 30090
Jackie.McMorris@cobbcounty.org

With a Copy to: James A. Balli, Esq.
Balli-Law, LLC
P.O. Box 674254
Marietta, GA 30006
jballi@balli-law.com

- F. Receipt of Notice.** A notice given under this Agreement will be effective on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it and the fifth Business Day after mailing it.
- G. Failure to Provide Timely Notice:** If the Board fails to provide timely notice as required in this Agreement, Executive shall be entitled to receive Severance Benefits. If Executive fails to provide timely notice as required in this Agreement, Executive shall not receive any Severance Benefits.

- H. **Severability.** If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- I. **Affirmative Waivers.** Neither party's failure nor neglect to enforce any of rights under this Agreement will be deemed to be a waiver of that party's rights.
- J. **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.
- K. **No General Waivers.** A party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that or any other of its rights.
- L. **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

15. GOVERNING LAW AND CONSENT TO JURISDICTION AND VENUE

- A. **Governing Law.** This Agreement, and any dispute arising out of the Agreement and subsequent employment of Executive, shall be governed by laws of the State of Georgia and, if applicable, the United States.
- B. **Consent to Jurisdiction.** Each party hereby irrevocably consents to the jurisdiction and venue of either a competent Court of the United States or the Cobb County Superior Court in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.

16. AMENDMENT

This Agreement can be amended only in writing authorized by the Board and executed by the Chairwoman of the Board of Commissioners and Executive.

17. INTERPRETATION

- A. **References to Specific Terms**
 - 1. **Accounting Principles.** Unless otherwise specified, where the character or amount of any asset or liability, item of revenue, or expense is required to be determined, or any consolidation or other accounting computation is required to be made, that determination or calculation will be made in accordance with the generally accepted accounting principles defined by the professional accounting industry in effect in the United States ("GAAP").

2. **Currency.** Unless otherwise specified, all dollar amounts expressed in this agreement refer to American currency.
3. **Including.** Where this Agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
4. **Knowledge.** Where any representation, warranty, or other statement in this Agreement, [or in any other document entered into or delivered under this Agreement,] is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means the then-current, actual knowledge of the County or Executive, and the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.
5. **Statutes.** Unless specified otherwise, any reference in this Agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.
6. **Number and Gender.** Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.
7. **Headings.** The headings used in this Agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.
8. **Internal References.** References in this Agreement to sections and other subdivisions are to those parts of this Agreement.
9. **Calculation of Time.** In this Agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Standard Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Standard Time on the next Business Day.
10. **Construction of Terms.** The parties have each participated in setting the terms of this Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this

Agreement.

11. **Conflict of Terms.** If there is any inconsistency between the terms of this Agreement and those in any schedule to this Agreement or in any document entered into under this Agreement or incident to this Agreement, the terms of Agreement will prevail.

18. DEFINITIONS

- A. **Accrued Obligations.** As defined in Section 12 (B)(1).
- B. **Action.** Any legal or administrative claim, suit, action, complaint, charge, grievance, arbitration, audit, investigation, inquiry, or other proceeding.
- C. **Affiliate of any Person.** At the time the determination is made, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with that Person.
- D. **Base Salary.** As defined as the sum set forth in Section 5.
- E. **Business Day.** A day other than a Saturday, a Sunday, or any other day on which the principal banks located in New York, New York are not open for business.
- F. **Cause.** As defined in Section 11(A)(1).
- G. **Change in Control.** Deemed to occur on the earliest of a change to the current elected Chairman and Board of Commissioners or, in the sole discretion of the Executive, when any three Commissioners, including the Chairwoman, vote together consistently and/or act in such a manner such that Executive believes a termination of this Agreement would be in her best interests.
- H. **Commission.** A body that includes the word “commission” and, notwithstanding any provision contained within 1983 Ga. Laws (Act No. 383), page 4283, § 3; 1989 Ga. Laws (Act No. 226), page 4422, § 1; 1992 Ga. Laws (Act No. 682), page 5100, § 8; Ord. of 7-8-97, § 1; Ord. of 9-14-04, § 1, shall include any commission authorized or allowed by Article 1 and 2 of Chapter 6 of Title 2 of the Official Code of Georgia Annotated.
- I. **Date of Termination.** As defined in Section 12(B)(2).
- J. **Disabled.** As defined in Section 11(D)(1).
- K. **Effective Date.** As defined in the introduction to this Agreement.

L. **Governmental Authority.**

(1) Any federal, state, local, or foreign government, and any political subdivision of any of them,

(2) Any agency or instrumentality of any such government or political subdivision,

(3) Any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or Orders have the force of law), or

(4) Any arbitrator, court or tribunal of competent jurisdiction.

M. **Law.** (1) any law (including the common law), statute, by-law, rule, regulation, order, ordinance, treaty, decree, judgment; (2) any official directive, protocol, code, guideline, notice, approval, policy; and (3) the State Enabling Legislation of Cobb County.

N. **Order.** Any decision, order, judgment, award, or similar order of any court of competent jurisdiction, arbitration panel, or Governmental Authority having jurisdiction over the subject matter, whether preliminary or final.

O. **Person.** Includes

(1) any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and

(2) any individual.

P. **Severance Benefits.** As defined in section 12(B)(3).

Q. **Taxes.** All taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by law, contract or otherwise.

R. **Term.** As defined in Section 1(C), and “Renewal Term” is defined in Section 1(D).

- S. **Travel Expense.** A sum not to exceed \$15,000 annually for County related travel.
- T. **Willful.** As defined in Section 11(A)(2).

19. COUNTERPARTS

- A. **Signed in Counterparts.** This Agreement may be signed in any number of counterparts.
- B. **All Counterparts Original.** Each counterpart is an original. Copies of this Agreement that are executed in electronic format and/or PDF will be as fully enforceable as an original.
- C. **Counterparts Form One Document.** Together, all counterparts form one single document.

20. ATTORNEYS' FEES

If either party brings an action to enforce its rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing party.

21. NON-EXCLUSIVITY OF RIGHTS

Nothing in this Agreement will prevent or limit Executive's continuing or future participation in any of Cobb County's benefit, pension, bonus, incentive, or other plan or program for which Executive may qualify, or has qualified, or prejudice such rights.

[Signatures follow on next page]

COBB COUNTY, GEORGIA:

By: Lisa N. Cupid
Title: Chairwoman, Board of Commissioners

ATTEST: _____
By: Pamela L. Mabry
Title: County Clerk

EXECUTIVE:

By: Dr. Jackie McMorris

ATTEST: _____
By: _____