

## AMENDED INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is hereby made effective the 1<sup>st</sup> day of **July, 2016**, between **James Wesley Long**, Georgia (hereinafter referred to as "Contractor") and Newton County, a political subdivision of the State of Georgia (hereinafter referred to as "County") by which Contractor is engaged as an independent contractor.

- (1) **Services-** The Contractor agrees to provide the following services:

*Newton County Adult Felony Drug Court Coordinator*

as described in detail in the Drug Court Coordinator Scope of Work attached to this document.

- (2) **Term-** This Agreement is effective as of the 1<sup>st</sup> day of **July, 2016**, and shall terminate on the 30<sup>th</sup> day of **June, 2017**. The term of this Agreement may be reduced in the manner hereinafter set forth under Paragraph (5) entitled "Termination."
- (3) **Compensation-** During the term of this Agreement beginning **July 1, 2016**, Contractor shall be compensated **\$52,500.00** for the duration of this contract to be paid bi-weekly. The Contractor is to submit to the County a bi-monthly statement showing the dates and times worked, a brief description of the services provided, and the total number of hours worked. Contractor is to be compensated at a set amount. Contractor compensation is not linked to a maximum amount of workable hours. Contractor is required to fully comply with the directives of the Court, working under the direct supervision of the **Judge of the Newton County Adult Felony Drug Court**. Director directives may include, among other things, work schedules, uncompensated overtime, and additional position responsibilities. The total compensation shall not exceed **\$52,500.00** for the period ending **June 30, 2017**, unless this Agreement is amended by written instrument.
- (4) **Independent Contractor Status-** Contractor is engaged as an independent contractor and not as an employee of either Newton County or the Newton County Superior Court. Contractor is entitled to up to **ten** days sick leave, **three** days of personal leave, and **twenty** days pre-scheduled vacation time with contract pay during the grant cycle July 1, 2016 – June 30, 2017. Additional leave must be scheduled with the Judge and will be deducted from contract pay. Contractor is not entitled to participate in Newton County's health insurance program, pension plan, and/or other benefits provided to full-time employees of Newton County. As an independent contractor, Contractor is responsible for the payment of applicable social security and employment taxes. Contractor shall not be entitled to unemployment compensation upon termination of this Agreement or worker's compensation for any injuries sustained while performing the scope of work under this Agreement. Contractor shall provide his or her own transportation and pay all related expenses such as gasoline, maintenance, insurance, repairs, license fees, and ad valorem taxes.

- (5) **Termination- Termination for Convenience:** Newton County may terminate this Agreement at any time for any reason (or no reason) upon fifteen (15) days prior written notice. As full compensation under this Agreement, Contractor shall be entitled to compensation earned prior to the date of the notice of termination plus one additional payment of the bi-monthly amount listed in Paragraph 3.

**Termination for Cause:** This Agreement may be terminated by Newton County immediately and without prior notice for any of the following:

- a) Contractor's failure to perform his or her duties in a competent manner, as determined by the Newton County Adult Felony Drug Court Judge, in his sole discretion;
- b) Contractor's failure to perform the duties assigned, as determined by the Newton County Adult Felony Drug Court Judge, in his sole discretion;
- c) Contractor is charged with a felony, crime of moral turpitude, act of fraud or other crime involving dishonesty, or any crime against children;
- d) Contractor violates any applicable duties of confidentiality;
- e) Contractor uses any illegal drug; or
- f) Contractor commits any act or acts that could reflect discredit on or bring disrepute to the County.

As full compensation under this Agreement, Contractor shall be entitled to compensation earned prior to the date of the for cause termination.

- (6) **Integration and Modification-** This Agreement represents the sole and entire agreement between the Contractor and the County and all offers, negotiations or agreements between the parties are merged herein.

No modification of the contract is binding unless it is in writing and signed by the parties hereto.

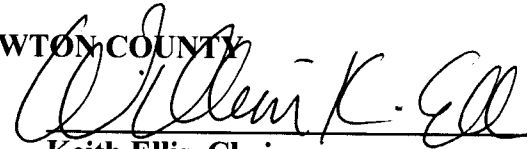
Time is of the essence for this Agreement.

- (7) The execution of this Independent Contractor Agreement hereby rescinds all prior Independent Contractor Agreements entered into by the parties.
- (8) This Amended Independent Contractor Agreement recognizes that the Superior Court budget for the Fiscal Year 2017 includes \$2,500.00 as additional compensation for the Contractor over and above the \$50,000.00 for the Contractor's compensation received by the County pursuant to the terms of a grant awarded to the County by the Criminal Justice Coordinating Council for the operation of the Newton County Adult Felony Drug Court. As such, this amendment is retroactive to July 1, 2016.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 6  
day of December, 2016.

NEWTON COUNTY

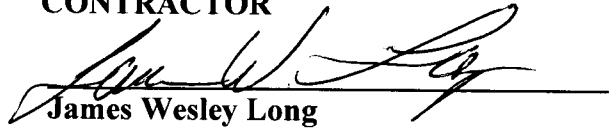
By:



Keith Ellis, Chairman

Newton County Board of Commissioners

CONTRACTOR



James Wesley Long

## **NEWTON COUNTY ADULT FELONY DRUG COURT DRUG COURT COORDINATOR SCOPE OF WORK**

The Coordinator will work with the Newton County Adult Felony Drug Court team in planning, coordinating and carrying out the day to day operations of the Newton County Adult Felony Drug Court.

**Duties and Responsibilities:** These include, but are not limited to, coordinating the case management, treat, and surveillance functions of the Court; developing an agenda for weekly staff meetings; assisting the Court in ensuring that it meets best practices promulgated by the National Association of Drug Court Professionals; assisting the Court in incorporating and maintaining the Ten Key Components for the successful operation of an adult felony drug court; maintaining proficiency and professional expertise in adult drug court best practices; assisting the Court in meeting all terms and conditions of any state, federal, and local grants; assisting with intake assessments for entry into the program; managing the day to day needs of the participants, administering drug and alcohol screens, data entry for the court case management system, data analysis, completion of required reports, attending weekly staffing and court sessions, attending required and/or optional training, and perform other duties as needed or assigned.

**Minimum Qualifications:** Bachelor's degree in social work or criminal justice. Good verbal and written communication skills. Applicant must pass a criminal background and credit history check.

**Compensation:** This is a contract position which is grant funded. Contractor is not entitled to participate in Newton County's health insurance program, pension plan, and/or other benefits provided to full-time employees of Newton County. Contractor shall be compensated \$50,000.00 per year for the term of the grant.