

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is hereby made this 1st day of September, 2016 between Tony Mills of Newton County, 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 as a Security/Administrative Post Officer:

Operate the walk-through metal detector, metal detector wand and x-ray machine at the front entrance of the detention center, 1 day per week to sub cover a mandatory 24-hr security/administrative post

Perform security checks for unauthorized items within the detention center

Prepare written reports on criminal incidents that occur on Sheriff's Office property

Assist with training coordinator files

- (2) **Term-** This Agreement is effective as of the date of signing by both parties and shall terminate on the 31st day of December, 2016. 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, Contractor shall be compensated at an hourly rate of \$17.93.
- (4) **Independent Contractor Status-** Contractor is engaged as an independent contractor and not as an employee of either. Newton County 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.
- a. Termination for Cause: This Agreement may be terminated by Newton County immediately and without prior notice for any of the following:

- 1) Contractor's failure to perform his or her duties in a competent manner, as determined by the Sheriff, at his sole discretion;
- 2) Contractor's failure to perform the duties assigned, as determined by the Sheriff, at his sole discretion;
- 3) Contractor is charged with a felony, crime of moral turpitude, act of fraud or other crime involving dishonesty, or any crime against children;
- 4) Contractor violates any applicable duties of confidentiality;
- 5) Contractor uses any illegal drug; or
- 6) 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the

6 day of September, 2016.

NEWTON COUNTY

By: William K. Ellis Date 9/6/2016

William K. Ellis, Chairman

Attest: Jackie B. Smith Date 9/6/2016

Jackie B. Smith, County Clerk

CONTRACTOR

Tony F. Mills

Tony Mills

Date 9/24/16