

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is hereby made this 1st day of September, 2018 between Chaplain David Moody 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:

Chaplain Services to Sheriff Office Deputies and Employees which includes counseling, grief counseling, assisting with death notifications, providing religious materials, organizing the visitations of all other religious groups and provides all religious services as required under Georgia Sheriff's Association guidelines.

- (2) **Term-** This Agreement is effective as of the date of signing by both parties and shall terminate on the 30th day of June, 2019. 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 with funds from the general fund. During the term of this Agreement, Contractor shall be compensated at a flat rate of \$100.00 per week, to be paid bi-weekly. The Contractor is to submit to the County a bi-weekly timesheet showing the dates and times worked, a brief description of the services provided, the total number of hours worked, the rate of payment and the total amount owed.

- (4) **Independent Contractor Status-** Contractor is engaged as an independent contractor and not as an employee of either Newton County and 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, in his sole discretion;
- 2) Contractor's failure to perform the duties assigned, as determined by the Sheriff, in 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

4th day of September, 2018.

NEWTON COUNTY

By: Marcello Banes Date 9/5/2018

Marcello Banes, Chairman

Attest: Jackie Smith Date 9/5/2018

Jackie B. Smith, County Clerk

CONTRACTOR

David Moody 08-31-18
David Moody, Chaplain Date

Ezell Brown 08/31/18
Ezell Brown, Sheriff Date