

**CONTRACT AGREEMENT**

**BETWEEN THE FULTON COUNTY SHERIFF  
AND  
THE DHARMA PROJECT, INC.**

**THIS AGREEMENT** is entered into this 18th day of October, 2023, by and between the Fulton County Sheriff, for the benefit of the Fulton County Sheriff's Office (hereinafter "Sheriff's Office"), and The Dharma Project, Inc. (also known as "Contractor") as part of the Dharma Project.

**WITNESSETH:**

**Whereas**, the Sheriff's Office has identified a need for a Yoga Instructor for the inmates at the Fulton County Jail; and

**Whereas**, the Sheriff's Office has determined that this need can best be met by retaining the services of an independent contractor; and

**Whereas**, the Sheriff's Office and The Dharma Project, Inc. desire to enter into an agreement for the provision of such services; and

**Now, Therefore**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

**ARTICLE I – CONTRACTOR'S SERVICES**

**Paragraph 1.0.** The Sheriff's Office retains The Dharma Project, Inc. and The Dharma Project, Inc. accepts retention by the Sheriff's Office to render the services as hereinafter defined and required, and to perform such services in the manner and to the extent required by the Parties herein, and as may be hereafter amended or extended in writing by mutual agreement of the Parties.

**Paragraph 1.1. The Dharma Project, Inc.** acknowledges, and the **Sheriff's Office** represents, that it will assign and designate **The Dharma Project, Inc.** to render the services defined and required herein.

**Paragraph 1.2. The Dharma Project, Inc.** represents that she is an individual free to contract, and as such, is authorized to bind and enter into contracts.

**ARTICLE II – SCOPE OF DUTIES**

**Paragraph 2.0.** Upon execution of the Agreement, The Dharma Project, Inc. shall commence performing yoga instruction to the inmates at the South Fulton Jail Annex. The Contractor shall be responsible for an on-going ten (10) week yoga instruction program, which includes some the following:

- Introduction to yoga
- Asana practice
- Meditation techniques
- Deep breathing techniques
- Standing Postures
- Various talk sessions with inmates at the South Fulton Jail Annex

**Paragraph 2.1.** All on-going yoga instruction consulting services will be overseen by the Jail Programs Manager or the Chief Jailer, or their designee.

### **Article III - COMPENSATION OF SERVICES**

**Paragraph 3.0.** The services described in Article II herein shall be performed by The Dharma Project, Inc. at an hourly rate of \$90 per hour for one-hour weekly sessions, not to exceed \$4,680 per year. The Dharma Project, Inc. hereby further agrees that all applicable taxes, state, federal and social security/medical will be the responsibility of Contractor.

**Paragraph 3.1.** Contractor shall provide an invoice for each time services are rendered to the Sheriff's Office. In addition, a time sheet and monthly report outlining services provided during the month must be completed and approved by the Jail Administrator. All documents will be submitted to Accounting for payment once approved. Payment will be paid monthly.

**Paragraph 3.2.** The Sheriff's Office will not be responsible for any training or travel under this Agreement and will not reimburse Contractor for any costs incurred.

### **ARTICLE IV – INDEMNIFICATION**

**Paragraph 4.0.** The Dharma Project, Inc. hereby covenants and agrees to indemnify and hold harmless the Sheriff and all of his deputies, officers and employees, and Fulton County, Georgia ("County") and its Commissioners, officers and employees from any and all claims, losses, liabilities, damages, deficiencies, demands, judgments or costs (including, without limitation, reasonable attorney's fees and legal expenses) suffered or incurred in the performance of The Dharma Project, Inc.'s professional services, whether arising in tort, contract, strict liability or otherwise, and including, without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of The Dharma Project, Inc. or its employees, agents, successors, and assignees.

**Paragraph 4.1.** The Dharma Project, Inc. further agrees to release, indemnify, defend and hold harmless the Sheriff and all of his deputies, officers and employees and the County, its Commissioners, officers, and employees from any injury (including death), loss, claim, demand, liability or damage sustained by The Dharma Project, Inc., its agents, successors and assigns, without regard to negligence. Nothing herein shall be construed to preclude The Dharma Project, Inc. from bringing suit for breach of contract.

## ARTICLE V – TERMINATION

**Paragraph 5.0.** If, through any cause, The Dharma Project, Inc. shall fail to fulfill her obligations under this Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of the Agreement are violated by The Dharma Project, Inc., the Sheriff's Office shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice upon The Dharma Project, Inc. of its intent to suspend or terminate the Contract. If the Agreement is terminated by the Sheriff's Office, The Dharma Project, Inc. will be compensated only for the work satisfactorily performed up to the termination date.

**Paragraph 5.1.** In the event that the Sheriff's Office determines it is no longer in its best interest to maintain yoga instruction services through the use of an independent contractor, the Sheriff's Office may terminate this Agreement by giving at least thirty (30) calendar days prior notice in writing (by hand delivery or posting in the U.S. Mail) to the Contractor. If the Agreement is terminated by the Sheriff's Office, Contractor will be compensated only for the work satisfactorily performed up to the termination date.

**Paragraph 5.2.** In the event that Contractor determines it is no longer in its best interest to continue its contractual arrangement with the Sheriff's Office, Contractor may likewise terminate this Agreement by giving at least thirty (30) calendar days prior notice in writing (by hand delivery or posting in the U.S. Mail) to the Sheriff's Office. If the Contractor terminates this Agreement, it will be compensated only for the work satisfactorily performed up to the termination date.

## ARTICLE VI – INDEPENDENT CONTRACTOR STATUS

**Paragraph 6.0.** Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the Sheriff's Office and The Dharma Project, Inc. Under no circumstances shall The Dharma Project, Inc. be deemed an employee, agent, partner, successor, assignee or legal representative of the Sheriff's Office or the County.

**Paragraph 6.1.** Contractor shall not be entitled to any benefits accorded to Fulton County Sheriff's Office employees, including, without limitation, worker's compensation, disability insurance, vacation or sick pay or participation in any of Fulton County's retirement plans. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits necessary for conducting the Services.

**Paragraph 6.2.** The Dharma Project, Inc. acknowledges that it shall have no rights to redress pursuant to the Personnel Policies and Procedures of Fulton County.

**Paragraph 6.3.** Any and all jail staff/personnel and inmate records, documents and information produced by the Sheriff's Office for the purposes of inmate case management that are not subject to the Georgia Open Records Act shall be deemed confidential by The Dharma Project, Inc. The Dharma Project, Inc. agrees that confidential jail staff/personnel and inmate records and information which are produced by the Sheriff's Office for the purpose of yoga instruction shall be used only for the purpose of yoga instruction. Confidential documents shall not be reviewed by or disclosed to anyone other than The Dharma Project, Inc. without the express authorization of the Sheriff or such other persons as hereafter may be designated by written stipulation of both Parties to this Agreement. The Dharma Project, Inc., its employees, agents and assigns shall not disclose, discuss, disseminate, or share the jail staff/personnel and inmates' confidential information and documents regarding jail staff/employees and inmates to or with anyone, including but not limited to representatives of the media, or any other person other than those designated by written stipulation identified above. Within thirty (30) days after the conclusion of The Dharma Project, Inc.'s services, copies of all confidential documents (including, without limitation, any copies, extracts, or summaries thereof) obtained from the files of inmates and or/employees of the Sheriff's Office shall be delivered to Sheriff's Office, Chief Jailer, Fulton County Jail, 901 Rice Street, Atlanta, Georgia 30318.

#### **ARTICLE VII - TERM OF CONTRACT**

**Paragraph 7.0.** The period of this Agreement shall consist of a series of Terms as defined herein. The "Commencement Term" of this Agreement shall begin on October 18, 2023, the starting date, and shall end absolutely and without further obligation on the part of the Sheriff's Office on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the Sheriff's Office's termination rights that are described elsewhere in this Agreement. Unless the terms of this Agreement are fulfilled with no further obligation on the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the Sheriff's Office upon the approval of the Sheriff's Office for three (3) one-year terms ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence, unless and until each Renewal Term has first been approved in writing by the Sheriff's Office for the calendar year of such Renewal Term. If approved by the Sheriff's Office, the First Renewal Term shall begin on the 1st day of January 2024 and shall end no later than the 31st day of December 2024. If approved by the Sheriff's Office, the Second Renewal Term shall begin on the 1st day of January 2025 and shall end no later than the 31st day of December 2025. If approved by the Sheriff's Office, the Third Renewal Term shall begin on the 1st day of January 2026 and shall end no later than the 31st day of December 2026. If the Sheriff's Office chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the part of either party.

**ARTICLE VIII – VARIATIONS OR MODIFICATIONS TO CONTRACT**

**Paragraph 8.0.** This Agreement constitutes the entire agreement between the Sheriff's Office and The Dharma Project, Inc., and there are no further written or oral agreements with respect thereto. No variations or modifications of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the Sheriff's Office and The Dharma Project, Inc. or its duly authorized representative(s).

**ARTICLE IX – SEVERABILITY OF TERMS**

**Paragraph 9.0.** If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and thereby shall continue in full force and effect.

**ARTICLE X – CAPTIONS**

**Paragraph 10.0.** The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describe the scope of this Agreement or the intent of the provision thereof.

**ARTICLE XI – GOVERNING LAW**

**Paragraph 11.0.** This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia, venue Fulton County.


**IN WITNESS THEREOF,** the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

[SIGNATURES ON THE NEXT PAGE]

**BETWEEN FULTON COUNTY SHERIFF'S OFFICE  
AND  
THE DHARMA PROJECT, INC.**

IN WITNESS HEREOF, the Parties hereto have set their hands and seals.

**FULTON COUNTY SHERIFF**

By:   
Patrick "Pat" Labat  
Sheriff of Fulton County  
185 Central Avenue S.W.  
Atlanta, Georgia 30303

Date 12/28/23

**CONTRACTOR**

By:   
The Dharma Project, Inc.

Date 12/21/23