

CONTRACT AGREEMENT

**BETWEEN THE FULTON COUNTY SHERIFF
AND
Matthew New**

THIS AGREEMENT entered into this 1st day of April, 2023, by and between the Fulton County Sheriff, for the benefit of the Fulton County Sheriff's Office (hereinafter "Sheriff's Office"), and Matthew New (also known as "Contractor").

WITNESSETH:

Whereas, the Sheriff's Office has identified a need for a Chaplain to perform services within the Chaplaincy Program ("Chaplain Services") 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 Matthew New 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 Matthew New and Matthew New 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. Matthew New acknowledges, and the Sheriff's Office represents, that it will assign and designate Matthew New to render the services defined and required herein.

Paragraph 1.2. Matthew New represents that he 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, Matthew New shall commence with providing on-going Chaplain Services within the Chaplaincy Program at the Fulton County Jail. Those responsibilities include the following:

A.

Participating, along with, and at the direction of, the Sheriff's Office's Chaplaincy Program and Fulton County **Sheriff's Office** personnel.

B.

Providing Chaplain Services, including talking with inmates, assist the Chaplaincy Program with establishing workloads for inmate volunteers in the Chaplaincy Program, prioritizing work assignments for said inmates, monitoring the performance of said inmates, interpreting policies and procedures, and resolving issues;

C.

Work with the Sheriff's Office's Chaplaincy Program and Fulton County **Sheriff's Office** personnel to establish a counseling program for Fulton County Jail inmates; and

D.

Visiting with inmates at all Fulton County Jail facilities and those outsourced to other facilities.

Paragraph 2.1. All on-going Chaplain 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 **Matthew New** at an hourly rate of \$20.00 per hour. Please note that an individual could receive up to approximately \$31,200 per year, assuming the individual works for thirty (30) hours per week for the twelve (12) months of this contract. It is the intent of the Sheriff's Office and Contractor that the Contractor shall not work more than 30 hours in any given week and that the maximum annual compensation under this agreement is \$31,200.00. Payment to Contractor will be at an hourly rate of \$20.00 per hour payable on the last day of each month. **Matthew New** hereby further agrees that all applicable taxes, state, federal and social security/medical will be the responsibility of **Matthew New**.

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 or his designee. All documents will be submitted to Accounting for payment once approved. Payment will be paid monthly and in no way will the annual payment exceed \$31,200.00.

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. **Matthew New** hereby covenants and agrees to indemnify and hold harmless the Sheriff and all of his deputies, officers and employees, and Fulton County, Georgia (“County”), 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 Matthew New’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 **Matthew New** or his employees, agents, successors and assignees.

Paragraph 4.1. **Matthew New** 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 Matthew New, his agents, successors and assigns, without regard to negligence. Nothing herein shall be construed to preclude **Matthew New** from bringing suit for breach of contract.

ARTICLE V – TERMINATION

Paragraph 5.0. If, through any cause, **Matthew New** shall fail to fulfill his 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 **Matthew New**, the **Sheriff’s Office** shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice upon **Matthew New** of its intent to suspend or terminate the Agreement. If the Agreement is terminated by the **Sheriff’s Office**, **Matthew New** 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 a Chaplain within the Chaplain’s Program 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**, **Matthew New** will be compensated only for the work satisfactorily performed up to the termination date.

Paragraph 5.2. In the event that Matthew New determines it is no longer in his best interest to continue his contractual agreement with the **Sheriff’s Office**, **Matthew New** 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 **Matthew New** terminates this Agreement, he 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 **Matthew New**. Under no circumstances shall **Matthew New** 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. **Matthew New** acknowledges that he 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 Chaplaincy Program that are not subject to the Georgia Open Records Act shall be deemed confidential by **Matthew New**. **Matthew New** agrees that confidential jail staff/personnel and inmate records and information which are produced by the **Sheriff's Office** for the Chaplaincy Program shall be used only for the purpose of performing his duties as Chaplain. Confidential documents shall not be reviewed by or disclosed to anyone other than **Matthew New** 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. **Matthew New**, his 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 **Matthew New'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 Chief Jailer, Fulton County Jail 901 Rice Street, Atlanta, Georgia 30318.

ARTICLE VII – TERM OF CONTRACT

Paragraph 7.0. The duration of this Agreement shall be one year, commencing April 1, 2023 and ending on March 31, 2024, unless earlier terminated in accordance with this Agreement or renewed by the Parties in writing.

ARTICLE VIII – VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 8.0. This Agreement constitutes the entire agreement between the **Sheriff's Office** and **Matthew New**, and there are no further written or oral agreements with respect thereto. No variations or modifications of this Agreement and no waiver of its provisions shall be valid in writing and signed by the **Sheriff's Office** and **Matthew New** or his 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 THE FULTON COUNTY SHERIFF
AND
Matthew New

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 4/21/23

CONTRACTOR

By: 
Matthew New

Date 04-21-23