

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN FULTON COUNTY AND E. ANTHONY DANIEL, P.C.**

THIS INDEPENDENT CONTRACTOR AGREEMENT, entered into this **1<sup>st</sup> day of January 2021**, by and between FULTON COUNTY (hereinafter "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and **E. Anthony Daniel, P.C.**, (hereinafter "Independent Contractor").

**ARTICLE I - INDEPENDENT CONTRACTOR SERVICES**

Paragraph 1.0. The County retains Independent Contractor, and the Independent Contractor accepts retention by the County to render the services as hereinafter defined and required, to perform such services solely 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 County acknowledges that it will engage **E. Anthony Daniel, P.C.** as an Independent Contractor to render the services defined and required herein.

**ARTICLE II - SCOPE OF DUTIES**

Paragraph 2.0. Upon execution of the Agreement, Independent Contractor is obligated to provide the following services for Fulton County: Provide legal counsel/representation to the Grievance Review Committee. At the request of the County, and without any additional cost to the County, when/if the Independent Contractor cannot provide legal counsel/representation for whatever reason, the Independent Contractor shall be required to provide another Attorney to the County in order to provide these services.

### **ARTICLE III - COMPENSATION FOR SERVICES**

Paragraph 3.0. Independent Contractor agrees to provide services at the rate of **\$1,349.92** to be paid by Fulton County as a vendor a bi-weekly pay period and not as an employee through employee payroll. As such, Independent Contractor shall provide the County with his/her Taxpayer I.D. and invoice the County for the Services performed.

Paragraph 3.1. The total dollar amount of this contract shall not exceed **\$35,098.00**.

### **ARTICLE IV - TERMINATION**

Paragraph 4.0. In the event that County determines it no longer requires the services of Independent Contractor, the County may terminate this agreement by giving thirty (30) calendar days prior notice in writing (by hand delivery or posting in U.S. Mail) to Independent Contractor. No cause is necessary for termination.

Paragraph 4.1. If through any cause, Independent Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner; or in the event that any of the provisions or stipulations of this agreement are violated by Independent Contractor; or there is misconduct on the part of Independent Contractor, which reflects upon the good order and services of the County, the County shall there upon have the right to immediately suspend or terminate this agreement by serving written notice upon Independent Contractor of County's intent to suspend or terminate the contract. If the contract is terminated by the County, Independent Contractor will be compensated for the work satisfactorily performed up to the termination date.

Paragraph 4.2. In the event that Independent Contractor determines it is no longer in his best interest to continue his contractual agreement with the County, Independent Contractor may likewise terminate this agreement by giving thirty (30) calendar days notice

in writing (by hand delivery or posting in U.S. Mail) to the County stating the reasons for such termination.

#### **ARTICLE V - INDEPENDENT CONTRACTOR STATUS**

Paragraph 5.0. Nothing contained herein shall be deemed to create any relationship other than that of an Independent Contractor between the County and **E. Anthony Daniel, P.C.** Independent Contractors in Fulton County do not accrue sick or vacation leave nor accrue other rights and benefits, accorded to full-time County employees. Under no circumstances shall the Independent Contractor, her employees, associates or agents be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 5.1. The County will issue to Independent Contractor a Form 1099 for the Services performed as an Independent Contractor.

Paragraph 5.2. Independent Contractor acknowledges that this relationship is not a joint venture and that the parties do not have any shared business interest other than the Independent Contractor successfully completing the contracted for Services.

Paragraph 5.3. Independent Contractor acknowledges that he/she shall have no right of redress pursuant to the Fulton County Personnel Rules and Regulations or other regulations applicable to County employees.

Paragraph 5.4. Independent Contractor acknowledges that he/she shall have no right to accrue sick or vacation leave or to accrue other rights and employee benefits, including but not limited to, pension, worker's compensation coverage or health coverage. Nor will the County pay for any professional licenses required by the Independent Contractor to perform the Services.

Paragraph 5.5. Independent Contractor agrees that he/she is responsible for his own income tax withholding and Social Security self-employment taxes, professional liability insurance and excess coverage.

Paragraph 5.6. Independent Contractor agrees that the Contract is subject to, but not limited to, the Independent Contractor being licensed and in good-standing with the State Bar of Georgia.

Paragraph 5.7. Independent Contractor agrees at all times to fulfill his professional duties and to protect the County's privileged and confidential information along with the privileged and confidential information of any person he/she is retained to render Services for under this Contract.

Paragraph 5.8. Independent Contractor will return all County documents, including all copies of any documents coming under his/her possession during performance of the Contract, when the Contract is complete or if terminated.

Paragraph 5.9. Independent Contractor shall not hold himself out to any party as an employee of Fulton County.

## **ARTICLE VI - TERM OF CONTRACT**

Paragraph 6.0. The term of the Contract shall begin **January 1, 2021** and shall remain in force and effect until **December 31, 2021**, unless earlier terminated under the terms and conditions of this Contract. If funds are not allocated by the Fulton County Board of Commissioners, this Contract will terminate upon the expiration of the then existing term.

Paragraph 6.1. Before the end of the Contract term, at the written option of the Fulton County Board of Commissioners, this agreement may be renewed for two (2) one-year terms ("Renewal Terms"). However, no Renewal Term shall be authorized nor shall

any Renewal Term of this Contract commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners. Said Renewal Term shall begin on January 1st and end on December 31st.

## **ARTICLE VII - INDEMNIFICATION**

Paragraph 7.0. Independent Contractor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of his/her obligations under this Contract. Independent Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from liability of any nature or kind based upon Independent Contractors use of any copyrighted or non-copyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in the performance of the Independent Contract, for which Independent Contractor is not the assignee or licensee.

Paragraph 7.1. Independent Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any injury (including death), loss, claim, demand,

liability or damage sustained by the Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents. Independent Contractor further agrees to provide County with proof that Independent Contractor is identified as an insured in a professional/public liability insurance policy, with an insurance policy, covering Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns and agents, and shall expressly indemnify and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any claims, demands, actions and causes of actions arising from any act of Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents while under the terms of this Contract.

#### **ARTICLE VIII - VARIATIONS OR MODIFICATIONS TO CONTRACT**

Paragraph 8.0. This Contract constitutes the entire Contract between the County and Independent Contractor, and there are no further written or oral agreements with respect thereto. No variation or modifications of this Contract, and no waiver of its provisions, shall be valid unless in writing and signed by the County and Independent Contractor.

#### **ARTICLE IX - SEVERABILITY OF TERMS**

Paragraph 9.0. If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and 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, limit or describe the scope of this Contract or the

intent of the provisions thereof.

#### **ARTICLE XI - GOVERNING LAW**

Paragraph 11.0. This Contract shall be governed in all respects, as to validity, construction, capacity, performance or otherwise, by the laws of the State of Georgia.

#### **ARTICLE XII –COUNTY'S RIGHT OF INSPECTION**

Paragraph 12.0. County shall have the right, at its sole discretion, to inspect and review the Services provided by the Independent Contractor hereunder to determine their acceptability. County shall also have the right to review all of the Independent Contractor's records pertaining to this Agreement and Independent Contractor agrees to properly maintain its records so as to allow the County to audit its fees, standards, and services. Independent Contractor shall make such records available to County officials within seventy-two (72) hours written notice.

#### **ARTICLE XIII - COOPERATION BY CONTRACTOR WITH COUNTY**

Paragraph 13.0. Independent Contractor shall maintain regular communications with the County and the Department of Human Resources Management and their administrative staff, and shall actively cooperate in all matters pertaining to this Agreement including, without limitation, assisting the County in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with the Independent Contractor's provision of Services under this Agreement.

#### **ARTICLE XIV - COMPLIANCE WITH APPLICABLE LAWS**

Paragraph 14.0. Independent Contractor shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations and professional codes of responsibilities relating to the provision of the Services contracted to be provided by the Independent Contractor hereunder or which in any manner affect this Agreement.

#### **ARTICLE XV - NO CONFLICT**

Paragraph 15.0. Independent Contractor represents and warrants that he/she presently has no interest, direct or indirect and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of his duties and obligations hereunder. However, nothing herein shall be construed as limiting or preventing Independent Contractor for performing Services for other persons or entities, including private clients, so long as they do not conflict with this Agreement. Independent Contractor further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of the Official Code of Georgia (O.C.G.A. Sec. 45-10-20 et. seq.) and the provisions of the Fulton County Code of Ethics (Section 23-9-1 et. seq.), governing conflicts of interest of persons doing business with the County, as such provisions now exist or may be amended hereafter. Independent Contractor represents and warrants that such provisions are not and will not be violated by this Agreement or the Independent Contractor's performance hereunder.



## **ARTICLE XVI - NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY**

Paragraph 16.0. During the performance of this contract, the Independent Contractor agrees as follows:

1. The Independent Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin. As used herein, the words "shall not discriminate" should mean and include, without limitation, the following:

i. Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

ii. The Independent Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the nondiscrimination clause.

2. Independent Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, religion, color, sex, or national origin.

3. Independent Contractor and her sub Independent Contractors, if any shall file compliance reports at reasonable times and intervals with the county in the form and to the extent prescribed by the director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the Independent Contractor and his subcontractors.

4. Independent Contractor shall include the provisions of this paragraph in its

entirety in every subcontract or purchase order so that such provisions will be binding upon each subcontractor.

**IN WITNESS THEREOF**, the parties hereto have set their hands and seals.

**INDEPENDENT CONTRACTOR**

\_\_\_\_\_  
E. Anthony Daniel, P.C.

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Department

**FULTON COUNTY GOVERNMENT**

\_\_\_\_\_  
Kenneth L. Hermon, Jr., SHRM-SCP, IPMA-SCP  
Chief Human Resources Officer  
Department of Human Resources Management  
Date: \_\_\_\_\_

\_\_\_\_\_  
Tonya Grier  
Clerk to the Commission  
Fulton County Board of Commissioners  
Date: \_\_\_\_\_

\_\_\_\_\_  
Robert L. Pitts  
Chairman  
Fulton County Board of Commissioners  
Date: \_\_\_\_\_