

CONTRACT AGREEMENT

BETWEEN THE FULTON COUNTY SHERIFF and KENNETH CUNNINGHAM

THIS AGREEMENT is entered into this 1st day of January, 2024, by and between the Fulton County Sheriff, for the benefit of the Fulton County Sheriff's Office (hereinafter "Sheriff's Office"), and Kenneth Cunningham (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the Sheriff's Office has identified a need for an Inmate Case Manager; 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 Contractor 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 Contractor and Contractor 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. Contractor represents, and the Sheriff's Office acknowledges, that Contractor will render the services defined and required herein.

Paragraph 1.2. Contractor further represents it is an entity 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, Kenneth Cunningham shall commence performing Inmate Case Manager duties at the Fulton County Jail. The Contractor shall be responsible for ongoing Inmate Case Manager consulting services which include the following:

- Coordinate and educate inmates in the Pre-Stabilization Program;
- Assist weekly with the substance abuse 12-step program held at the Jail;
- Conduct group sessions in the Young Achievers Program;
- Complete weekly Activity Reports;
- Prepare weekly statistics;
- Facilitate individual counseling sessions; and
- Answer and disseminate request forms.

Paragraph 2.1. Kenneth Cunningham's Inmate Case Manager consulting services will be overseen by the Jail Programs Manager or the Chief Jailer, or their designee.

ARTICLE III - COMPENSATION FOR SERVICES

Paragraph 3.0. The services described in Article II herein shall be performed by Kenneth Cunningham at an annual hourly rate of \$45.00 per hour. Please note that an individual could receive up to approximately \$58,500 per year, assuming the individual works for twenty-five (25) hours per week for the twelve (12) months of this Agreement. It is the intent of the Sheriff's Office and Contractor that the Contractor shall not work more than twenty-five (25) hours in any given week and that the maximum annual compensation under this agreement is \$58,500. Contractor 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 and in no way will the annual payment exceed \$58,500.

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. Contractor hereby covenants and agrees to indemnify and hold harmless the Sheriff, and all 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 Contractor'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 Contractor, its directors, officers, employees, agents, successors and assigns.

Paragraph 4.1. Contractor further agrees to release, indemnify, defend and hold harmless the Sheriff, and all 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 Contractor, its agents, successors and assigns, without regard to negligence. Nothing herein shall be construed to preclude Contractor from bringing suit for breach of contract.

ARTICLE V - TERMINATION

Paragraph 5.0. If, through any cause, Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or in the event that any of the provisions or stipulations of this Agreement are violated by Contractor, the **Sheriff's Office** shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice upon Contractor of its intent to suspend or terminate the Agreement. 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 5.1. In the event that the **Sheriff's Office** determines it is no longer in its best interest to provide Inmate Case Manager consulting 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 Contractor. If the Agreement is terminated by the **Sheriff's Office**, the 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 Contractor. Under no circumstances shall Contractor be deemed an employee, agent, partner, successor, assign 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. Contractor acknowledges that its employees shall have no right of 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 this Inmate Case Manager consulting service that are not subject to the Georgia Open Records Act shall be deemed confidential by the Contractor. Contractor agrees that confidential jail staff/personnel and inmate records and information which are produced by the **Sheriff's Office** for the purpose of this Inmate Case Manager consulting service shall be used only for the purpose of inmate case management. Confidential documents shall not be reviewed by or disclosed to anyone other than Contractor 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. Contractor, 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 Contractor'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 counsel for the 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 January 1, 2024, 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 2024. 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 (hereinafter "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 2025 and shall end no later than the 31st day of December 2025. If approved by the Sheriff's Office, the Second Renewal Term shall begin on the 1st day of January 2026 and shall end no later than the 31st day of December 2026. If approved by the Sheriff's Office, the Third Renewal Term shall begin on the 1st day of January 2027 and shall end no later than the 31st day of December 2027. 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 Contractor, and there are no further written or oral agreements with respect thereto. No variation or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the **Sheriff** and Contractor 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 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 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, performance, or otherwise, by the laws of the State of Georgia.

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.

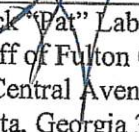
[SIGNATURES ON THE NEXT PAGE]

**BETWEEN THE FULTON COUNTY SHERIFF
and
KENNETH CUNNINGHAM**

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

FULTON COUNTY SHERIFF

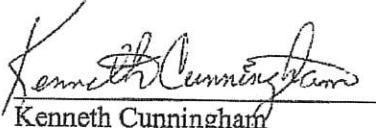
By:


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

Date 01/02/2024

CONTRACTOR

By:


Kenneth Cunningham

Date 12/28/23