

## Walton County Juvenile Court

### CONTRACT FOR SERVICES (Subcontract)

This contract is hereby made this 2 day of June 2021, between Alcovy Leadership and Character Development Program, LLC 741 Ridgeland Road, Bethlehem, Georgia 30620, hereafter the "Contractor", and Walton County, in the State of Georgia, hereafter referred to as the "Court", sets forth the rights, understandings, and obligations by and between Contractor and the Court for the employment of Contractor by the Court at the Evening Reporting Center of the Juvenile Court of Walton County to provide services for eligible children.

#### WITNESSETH

The Contractor and the Court agree that this agreement is subject to and subordinate to the terms and of the policies and procedures of Walton County government and to any other grant for monies received by the Court and used to facilitate this contract.

The parties hereto do mutually agree as follows:

#### A. DEFINITIONS

As used herein:

1. **Eligible Child:** (a) any child alleged to be delinquent under the Georgia Juvenile Code who is not currently detained by law; or (b) any juvenile alleged to be a status offender or unruly child under the Georgia Juvenile Code who is not detained, and, said juveniles are referred by the order of the Juvenile Court of Walton County to participate in the Evening Reporting Center.
2. **Judge:** the judge charged with hearing juvenile cases in the County.

#### B. INDEPENDENT CONTRACTOR RELATIONSHIP

For all purposes including but not limited to the following; Federal Insurance contributions Act (FICA), the Social Security Act, the Federal Employment Tax Act (FUTA), income tax withholding requirements, Georgia Personal Income Tax Compensation Act, and all other applicable federal, state, and local laws, rules, and regulations, (NHI) and their respective employees, Contractor and its employees shall be treated as an independent contractor and not as employees of the Walton County Juvenile Court.

**C. NO BENEFITS**

Alcovy Leadership and Character Development Program, LLC and their employees are not entitled to any benefits that Walton County Juvenile Court provides to its employees. Alcovy Leadership and Character Development Program, LLC hereby waives the right to participate in any such programs

**D. SERVICES**

The Contractor agrees to provide and the Court agrees to pay for the service(c) as outlined in Exhibit A attached hereto and made apart herein.

**1. Referral**

Whether a child is referred to a Contractor under his contract and the extent and combination of services to be provided is within the sole discretion of the Judge of the Juvenile Court of Walton County.

No child shall be referred to or received by the Contractor unless that child is an eligible child under this contract absent an Order of the Juvenile Court of Walton County.

**2. Payment**

The Contractor agrees to provide services to each eligible child referred by the judge of the Juvenile Court of Walton County. The Contractor shall be paid at the rate listed below for the services estimated as follows;

1. Evening Reporting Center- 164 days/492 MPUs (Man Power Units). \$30.00 = 1 MPU  
ERC total = \$14760.00
2. Thinking For A Change- 86 classes at \$60.00 per class.  
T4AC total = \$5160.00
3. Community Service- 33 days = \$125.00 per supervisor. Two supervisors needed=  
\$200.00 a day.  
CS total = \$8250.00
4. ALCDP supervision/management = \$400.00 a month for twelve months.  
Supervision/management total = \$4800.00

Estimated cost of ALCDP programs/supervision and management for July 1, 2021 – June 30, 2022 will be thirty two thousand, nine hundred seventy dollars. \$32970.00.

All instructors will be required sign use time cards to track their MPUs/work hours. An invoice will at the end of each month to Walton County Juvenile Court for payment of services.

## **E. EQUIPMENT AND TOOLS**

Contractor shall notify and receive approval from the Court before obtaining equipment, tools, materials or outside personnel used to conduct any services. Upon the Court's approval, contractor shall submit to the Court an invoice for such equipment, tools, material, or personnel and the Court will pay such invoice within 30 days.

## **F. MANNER AND LOCATION**

Contractor will be required to complete the assigned project within the time period specified herein and further agrees to provide periodic reports as required by the Walton County Juvenile Court.

## **G. ANY ADDITIONAL REQUIREMENTS**

Contractor will comply with all applicable requirements that may be communicated by the Court. All documents and records of Contractor pertaining to the Project shall be available for review and inspection by the Court relevant government agencies.

## **H. NOTICES**

Any Contractor notice under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified, or registered and addressed to the Walton County Juvenile Court or to Alcovy Leadership and Character Development Program, LLC. Located at 741 Ridgeland Road, Bethlehem, Georgia. Contractor shall be obligated to notify the Court in writing of any change in address. Notice of change of address shall be effective only when done in accordance with this paragraph.

## **I. EFFECTIVE DATE AND TERMINATION**

This contract will be effective as of the date of signing by both parties and shall terminate on the 30<sup>th</sup> day of June, 2022. Either party hereto may terminate this contract at any time prior to the previously mentioned expiration date for cause. Such termination may be had upon thirty (30) days written notice to the other party. Payment may be obtained as provided herein for services actually rendered and received up to the date of termination

## **J. STATE AND FEDERAL REGULATIONS**

This contract is subject to all regulations and rules, placed on contracts of this type by the Federal or State Governments. The laws of Georgia under, including matters of construction, validity, and performance, shall govern this contract and all rights and obligations there.

The Federal, State or County Government, or any of their duly authorized representatives shall have access, for the purpose of audit and examination to any books, documents, papers, and records of the Contractor that are incidental to any Grant and the work performed hereunder.

**K INTEGRATION AND MODIFICATION**

This contract represents the sole and entered agreement between the Contractor and the Court and all offers, negotiations, or agreements between the parties are merged herein.

No modification of the contract shall be enforceable unless such modification is in writing, signed by the parties hereto, and otherwise not in violation of the provisions of any Grant or Law.

Time is of the essence of the contract.

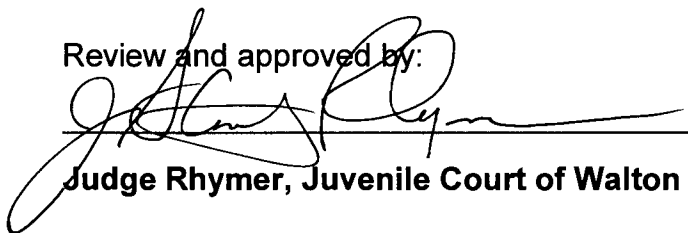
**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**David Thompson, Chairman Walton County, Georgia Board of Commissioners**

Attest: \_\_\_\_\_

**Rhonda Hawk, County Clerk**

Review and approved by:

  
\_\_\_\_\_  
**Judge Rhymer, Juvenile Court of Walton County**

**Alcovy Leadership and Character Development Program, LLC**

By:  \_\_\_\_\_