

# VOLUNTEER FLORIDA

## INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement is hereby made and entered into as of this 1<sup>st</sup> day of March (month) 2016 (year) (the “**Effective Date**”), by and between the Florida Commission on Community Service, doing business as Volunteer Florida (the “**Commission**”), having its principle place of business at 3800 Esplanade Way, Suite 180, Tallahassee, FL 32311, and Florida State University College of Social Work, a public university organized under the laws of the State of Florida with its principal place of business located at 874 Traditions Way, Tallahassee, FL 32306-4166 (the “**Contractor**”) (collectively, the “**Parties**”) and referred to herein as the “**Agreement.**” The contract end date is December 31, 2016.

WHEREAS, the Contractor has expertise and skill in an area of work desired by the Commission and is willing to provide services for the Commission and;

WHEREAS, the Commission is willing to engage the Contractor for these limited services as an independent contractor and not as an employee, and on the terms and conditions set forth herein;

In consideration of the services contracted by the Commission and of the advantages and benefits received by the Contractor by virtue of such relationship, the receipt and adequacy all of which considerations are hereby acknowledged; NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

### 1. RELATIONSHIP OF THE PARTIES

The Contractor is retained by the Commission only for the purposes and to the extent set forth in this Agreement and the Contractor's relationship with the Commission will, during the term of this Agreement, be that of a Contractor and not an employee, servant, agent, partner or joint venture of the Commission. This Agreement is not authority for the Contractor to act for the Commission as its agent, bind the Commission, or otherwise make any commitments for the Commission. The Contractor is free to dispose of such portions of the Contractor's entire time, energy and skill as the Contractor is not obligated to devote hereunder to the Commission in such manner as the Contractor deems advisable. The Contractor is not considered as having an employee status or as being entitled to any benefit(s) extended to the Commission's employees.

### 2. SERVICES TO BE PERFORMED BY CONTRACTOR

- (a) The Commission will determine the overall objective and identify the services to be provided by the Contractor as outlined in Exhibit A, which is attached hereto and incorporated by reference herein.
- (b) During the term of this Agreement the Contractor will determine the means by which the Contractor provides the services specified by the Commission. The Contractor has the full and complete obligation and responsibility for the performance of services and

will determine the method, details, and means of performing all services hereunder, subject to the specifications and limitations provided by the Commission through its program manager(s). The Contractor may perform the services required by this Agreement at any place or location and at such times as the Contractor determines, subject to Commission demands or requests.

### 3. COMPENSATION

This is a fixed price contract. Compensation will be based on the completion of the services as outlined in Exhibit A and identified supra (the "Deliverables").

- (a) In consideration for the Deliverables to be performed by the Contractor, the Commission agrees to provide payment to the Contractor a sum not to exceed \$ 40,000.
- (b) All invoices for payment must identify the specific Deliverables completed. Within sixty (60) days of completion of all the Deliverables the Contractor must submit its final invoice for payment. The Contractor will be compensated for Deliverables invoiced as required herein and approved by the Commission within forty-five (45) days following the Commission's approval of such invoice. The Contractor will invoice the Commission once for payment of \$14,000 (Deliverables Set #1) and \$26,000 (Deliverables Set #2) for each set of deliverables.

### 4. EXPENSES

The Contractor is responsible for all costs and expenses incurred by the Contractor that are incidental to the performance of services for the Commission, including but not limited to, all tools, vehicles, or other equipment to be provided by the Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against the Contractor and all other of the Contractor's costs of doing business including any insurance coverage required herein. The Commission is not responsible for any expenses incurred by the Contractor in performing services for the Commission unless specifically provided for elsewhere in other sections of this Agreement.

### 5. TAXES

The Commission is not responsible for and will not withhold from sums becoming payable to the Contractor under this Agreement, any amounts for federal, state, or local taxes, including federal or state income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The Commission will report all payments to the Contractor on Internal Revenue Service Form 1099, or any updates thereto. The Contractor agrees that any tax obligation of the Contractor arising from the payments made under this Agreement will be the Contractor's sole responsibility. The Contractor will indemnify the Commission for any tax liability, interest, or penalties imposed upon the Commission by any taxing authority based upon the Commission's failure to withhold any amount from the payments for tax purposes.

### 6. INDEMNIFICATION

The Contractor (including any receiver or trustee of the Contractor) will, to the fullest extent provided or allowed by law, indemnify, save harmless, and pay all judgments and claims against the Commission, and each of the Commission's, agents, affiliates, heirs, legal representatives, successors, and assigns (each an "Indemnified Party") from, against, and in respect of any and all liability, loss, damage, and expense incurred or sustained by the Indemnified Party arising out of this Agreement or by reason of any act performed or omitted to be performed in connection with the activities of the Contractor or in dealing with third parties on behalf of the Contractor, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not a lawsuit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss, or damage, provided that the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by the Indemnified Party. The Contractor may, but shall not be obligated to, pay for any insurance covering liability of the Commission or the Commission's agents, affiliates, heirs, legal representatives, successors, and assigns for actions or omissions for which indemnification is not permitted under this Agreement; provided, however, that nothing contained in this Agreement precludes the Contractor from purchasing and paying for these types of insurance, including extended coverage liability and casualty and workers' compensation, as would be customary for any person owning, managing, or operating comparable property and engaged in a similar business, or from naming the Commission and any of the Commission's agents, affiliates, heirs, legal representatives, successors, or assigns or any Indemnified Party as additional insured parties under the Agreement. The provisions of this section are in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be otherwise entitled.

7. ASSIGNMENT

Neither party to this Agreement may assign any or all of their respective rights and duties under this Agreement without the prior written consent of the other party.

8. TERMINATION OF AGREEMENT

- (a) At any time prior to the Termination Date, the Commission and/or Contractor may, with or without cause, terminate this Agreement upon giving one (1) month written notice ("Notice of Termination"). Upon Notice of Termination the Contractor agrees to perform the Contractor's duties up to the effective date of termination and the Commission will compensate the Contractor for all completed work in accordance with the terms of this Agreement.
- (b) This Agreement may be renewed or extended by mutual agreement of the parties. Such renewal or extension must be in writing, signed by the parties, and notice provided as defined herein. Extension of the contract period will not result in an increase in the contract amount.

9. AMENDMENT

This Agreement may be amended only by a writing signed by the Contractor and by a duly authorized representative of the Commission.

10. GOVERNING LAW

This Agreement and any amendments hereto, will be governed in its enforcement, construction and interpretation by the laws of the State of Florida. The parties agree that venue of any action brought to enforce or construe this Agreement will be Leon County, Florida.

11. CONFIDENTIALITY

Contractor acknowledges that during the course of performing the services contracted hereunder, certain material non-public information may be made available to Contractor. Contractor agrees not to do any of the following, directly or indirectly: use, publish, disclose or communicate any material non-public information to anyone, except in the faithful performance of Contractor's duties for the Commission; print, copy, publish, display, reproduce or allow anyone else to print, copy, publish, display or reproduce any information in tangible form containing material non-public information; aid others in learning of or using or planning the use of any material non-public information, except in the faithful performance of Contractor's duties for the Commission; use any material non-public information for Contractor's own account or benefit; or aid, assist or plan for other persons to use any material non-public information for their own account or benefit. Contractor further agrees not to disclose, discuss or in any way communicate such material non-public information to any person in the Commission other than the executive officers, except as may be required for the performance of services. Any confidential information shall be clearly marked as confidential. This obligation of confidentiality exists during Contractor's engagement by the Commission, and continues after the date of termination.

12. INVALIDITY OF PROVISIONS

The unenforceability, for any reason, of any term, condition, covenant or provision of this Agreement will neither limit nor impair the operation, enforceability or validity of any other terms, conditions, provisions or covenants of the Agreement.

13. ATTORNEYS' FEES AND COSTS

In the event of any litigation between the parties arising out of or relating to this Agreement and in accordance with Florida Statute 768.28, the prevailing party is entitled to recover all costs incurred and reasonable attorney's fees, including attorney's fees in all investigations, trials, bankruptcies and appeals.

14. CONSTRUCTION

This Agreement is not to be construed against either party regardless of who is responsible for its preparation.

15. ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

16. NOTICES

Any notice contemplated in this Agreement may be delivered personally to the party, or may be delivered via certified mail, return receipt requested, to the address given for each party above.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

**PROVIDER**

**COMMISSION**

Signed By:

Signed by:

Florida State University:

Volunteer Florida:

Russell S. Lantz for  
Signature

Chester Spellman  
Signature

Dr. Gary Ostrander  
Vice President for Research  
Florida State University

Chester Spellman  
Chief Executive Officer  
Volunteer Florida

3-31-2016  
Date

5/9/16  
Date

FEIN#: 59-1961248

Exhibit A

**Deliverables**

**DELIVERABLES – SET #1 (TO BE COMPLETED BY 7/31/2016)**

*Survey-year #8*

Prepare the annual 2015-2016 survey using the updated survey questions as determined by Volunteer Florida.

Compile updated contact information of Programs and Partners. Launch the 2015-2016 survey and monitor participation levels for completion.

Prepare and submit to Volunteer Florida 2015-2016 statewide aggregated evaluation reports for the annual 2015-2016 survey using the updated survey questions, current templates, including aggregate summary flyers, by 7/31/2016.

Prepare and submit to Volunteer Florida program-specific evaluation reports for the annual 2015-2016 survey using the updated survey questions, current templates, including program-specific flyers, by 7/31/2016.

Amount to be invoiced: \$14,000.00

**DELIVERABLES – SET #2 (TO BE COMPLETED BY 12/31/2016)**

Prepare and submit to Volunteer Florida an evaluation report for the three selected programs that examines the relationship between AmeriCorps program participation and student academic achievement.

- (a) The Contractor will engage in all tasks necessary, according to the approved quasi-experimental design, to complete and produce the deliverable.
- (b) The quasi-experimental design analysis will include two parts: (1) descriptive analysis in order to describe how AmeriCorps participants compare demographically and academically to their non-participant peers and (2) propensity score analysis (PSA), as appropriate, in order to compare learning gains of AmeriCorps participants to their non-participant peers. The analysis will also identify demographic and socioeconomic characteristics that influence program effectiveness.
- (c) The Contractor will complete Record Data Request Packets, as applicable, for Duval, Gadsden, and Polk counties to utilize a quasi-experimental design to examine student-level achievement for the AmeriCorps education program. If data from the identified school district(s) are not available, an additional school district(s) may be selected in consultation with Volunteer Florida personnel.
- (d) Other activities associated with completing the deliverable may include but are not limited to consultation with AmeriCorps program directors and the submission of AmeriCorps participants to the data manager in each respective county.

Amount to be invoiced: \$26,000.00, conditional on data provided by identified school districts.