



volunteerflorida

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into this date, by and between The Florida Commission on Community Service ("Volunteer Florida") and the Florida Association for Volunteer Resource Management ("FAVRM").

WHEREAS, FAVRM has expertise and skill in an area of work desired by Volunteer Florida and is willing to provide services for Volunteer Florida providing Excellence in Volunteer Management Training (EVMT) throughout Florida.

WHEREAS, Volunteer Florida is willing to engage FAVRM as a contractor and not as an employee, on the terms and conditions set forth.

1. Term of Contract

The contract is effective on January 1, 2016, and will continue in effect until September 31, 2016, unless terminated in accordance with the provisions of Paragraph 8 of this Agreement.

2. Relation of the Parties

FAVRM is retained by Volunteer Florida only for the purposes and to the extent set forth in this Agreement and FAVRM's relationship to Volunteer Florida shall, during the term of this Agreement, be that of an Independent Contractor. This Agreement is not authority for FAVRM to act for Volunteer Florida as its agent or make commitments for Volunteer Florida. FAVRM shall not be considered as having an employee status or as being entitled to any benefit(s) extended to Volunteer Florida's employees.

3. Services to be performed by FAVRM

- (a) During the term of this Agreement, FAVRM shall have the full and complete obligation and responsibility for the performance of duties/deliverables as outlined in Attachment A. FAVRM shall be obligated to Volunteer Florida for the performance of all such duties/deliverables and/or work.
- (b) FAVRM will determine the method, details, and means of performing the above-described services. Volunteer Florida shall not, control the manner or determine the method of accomplishing FAVRM's services, but Volunteer Florida retains the right to control the overall objectives regarding the duties and/or work to be performed by FAVRM.
- (c) FAVRM shall perform the services required by this Agreement at any place or location and at such times as FAVRM shall determine, subject to demands or requests of the person or entity requesting the services of FAVRM.

4. Obligation of FAVRM

- (a) FAVRM agrees to be responsible for any and all insurances required and agrees to hold harmless and indemnify Volunteer Florida for any and all claims arising out of any injury, disability or death of FAVRM.

- (b) This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 et seq.) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 USC 4950 et seq.) (DVSA) and CNCS's implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA, as applicable, and CNCS's implementing regulations.
- (c) FAVRM shall follow all statutes and regulations regarding allowable costs when utilizing grant funds, and shall comply with applicable Federal cost principles, administrative, and audit requirements as well as all applicable Florida Statutes.
- (d) Additionally, FAVRM will adhere to all federal statutes, regulations, or other laws related to the Americans with Disabilities Act of 1990, and any amendments thereto, and shall follow all laws regarding discrimination.
- (e) FAVRM is responsible for ensuring that all staff, agents, volunteers, or any other individuals or participants acting on behalf of FAVRM act in accordance with all such regulations and policies.

5. Compensation

This is a fixed price contract. Compensation will be based on the completion of the deliverables as outlined in Attachment A. The total contract reimbursement will not exceed \$23,000.00. FAVRM may submit four (4) invoices each for \$5,750. The final invoice shall be submitted to Volunteer Florida no later than September 30, 2016. In order for FAVRM to receive payment, all invoices must be accompanied by the applicable required documentation as outlined in Attachment A of this agreement. Payment will be made within 30 days of receipt of a correct and complete invoice with required documentation.

6. Expenses of FAVRM

FAVRM shall be responsible for all costs and expenses incurred by FAVRM that are incidental to the performance of services for Volunteer Florida, including but not limited to, all tools, vehicles, or other equipment to be provided by FAVRM, all fees, fines, licenses, bonds or taxes required of or imposed against FAVRM and all other of FAVRM's costs of doing business. Volunteer Florida shall not be responsible for any expenses incurred by FAVRM in performing services for Volunteer Florida unless provided for in Attachment A of this agreement. FAVRM shall comply with applicable Federal cost principles, administrative, and audit requirements as well as all applicable Florida Statutes and further agrees to adhere to the most current policies of the state of Florida as implemented by the Commission.

7. Income Tax Designation and Indemnification

Volunteer Florida shall not withhold from sums becoming payable to FAVRM 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. Volunteer Florida shall report all payments to FAVRM on Internal Revenue Service Form 1099. FAVRM agrees that any tax obligation of Contractor arising from the payments made under this Agreement will be FAVRM's sole responsibility. FAVRM will indemnify Volunteer Florida for any tax liability, interest, and/or penalties imposed upon Volunteer Florida by any taxing authority based upon Volunteer Florida's failure to withhold any amount from the payments for tax purposes.

8. Termination of Agreement

- (a) At any time prior to the termination of the term of this Agreement, Volunteer Florida may, with or without cause, terminate this Agreement upon giving thirty (30) days written notice to FAVRM.
- (b) At any time prior to the termination of the term of this Agreement, FAVRM may terminate this Agreement upon giving thirty (30) days written notice to Volunteer Florida. In that event, FAVRM will be required to perform FAVRM's duties and will be compensated for all work performed up to the effective date of termination in accordance with the terms of this Agreement.
- (c) At any time, should funding be discontinued or unavailable, this contract will be terminated immediately.

9. 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.

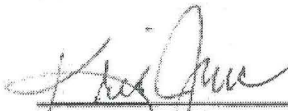
10. Amendment

This Agreement may be amended only by a writing signed by FAVRM and by a duly authorized representative of Volunteer Florida.

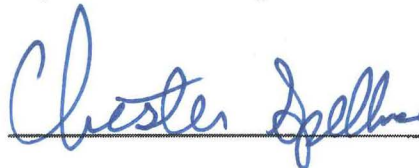
11. Governing Law

At any time, this Agreement may be amended in writing. The amendment must be signed by FAVRM and Volunteer Florida's Chief Executive Officer or their designee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth below.



President, FAVRM



2/12/2016
Date

2/22/16
Date

Attachment A:

The Florida Commission on Community Service (Volunteer Florida) and Florida Association for Volunteer Resource Management (FAVRM) jointly enter into this Agreement to strengthen the capacity to recruit, manage, support and retain skills-based volunteers to serve in high quality volunteer assignments through the provision of volunteer management training. Nothing in this Agreement shall be construed to impose on either party or the State of Florida any additional liability. Any provision of the Agreement that is inconsistent with the State's sovereign immunity statutes shall be considered null and void. Each party agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employees or agents in relation to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable, and subject to other relevant State law.

It is agreed that Volunteer Florida will;

1. provide FAVRM with Volunteer Florida logo and co-branding text for outreach and registration purposes,
2. provide FAVRM with access to the online Volunteer Florida Organizational Pre Assessment Survey and Post Survey (to be completed by participants of one EVMT), and
3. provide FAVRM with compensation based on receipt of deliverables as detailed herein.

It is agreed that FAVRM will;

1. utilize experienced and qualified trainers to conduct the Excellence in Volunteer Management Trainings in the six (6) established modules,
2. provide Volunteer Florida with access to FAVRM membership contacts for VF communications,
3. provide Volunteer Florida with updated Volunteer Center contact list, and
4. provide opportunity for speaking role for Volunteer Florida at each training/forum.

DELIVERABLES


A. FAVRM will organize, support and conduct two (2) Excellence in Volunteer Management Trainings (EVMT) on the dates and locations as mutually agreed upon by FAVRM and Volunteer Florida. This includes establishing website registration and promotion of trainings to volunteer connector organizations, state and county agencies, providing all training materials and supplies, and conducting the trainings with experienced and qualified instructors. EVMT is intended to meet the training needs of volunteer connector agencies, and state and county agencies, as well as other organizations utilizing volunteers. Required documentation includes the following:

1. Documentation of co-branding website, registration and on site materials

2. An outline of learning objectives for each of six training modules
3. One copy of the EVMT Participant Training Manual
4. Sign-in sheets documenting participant attendance for EVMT
5. A summary report containing aggregate data from participant evaluations, documenting level of success in increasing participant knowledge as indicated by participant evaluations.
6. Documentation of EVMT participant completion of online Volunteer Florida Organizational Assessment Survey pre-test (at the beginning of one EVMT training)
7. Documentation of EVMT participant completion of online Volunteer Florida Volunteer Organizational Assessment Survey post-test (representing one EVMT by conclusion of contract period).

B. FAVRM will organize, support and conduct two (2) FAVRM Forums on the dates and locations as mutually agreed upon by FAVRM and Volunteer Florida. The Forums are intended to build capacity and increase knowledge among organizations utilizing volunteers. Required documentation includes the following:

1. Documentation of co-branding website, registration and on site materials
2. One copy of the FAVRM participant training materials.
3. Documentation of number of participants as evidenced by registration records or another verifiable source.
4. A summary report containing aggregate data from participant evaluations, documenting level of success in increasing participant knowledge as indicated by participant evaluations.


President, FAVRM
2/12/2016