

Independent Contractor Agreement

This Agreement is made between **First Coast Workforce Development, Inc.** ("Client"), with a principal place of business at **1845 Town Center Blvd., Suite 150, Fleming Island, Florida 32003**, and **Antonio L. Carter** ("Contractor"), with a principal place of business at **5520 Cattail Court, Tallahassee, Florida 32303**.

1. Services to Be Performed

Contractor agrees to perform the following services on Client's behalf:

- Train staff to adequately use Analytical and Query Language Software
- Train staff to write and develop queries on WIOA/SNAP/Welfare Transition Reporting Data utilizing analytical software to include Employ Florida and OSST
- Develop dashboards to track real-time, historical and projected performance for staff usage, board and external presentations
- Train staff on performance data requirements, performance timelines, and performance rationale, etc.
- Create or Identify performance and process systems for WIOA/SNAP/Welfare Transition and WIOA required One Stop partners
- Analyze existing performance systems and processes and make recommendations on effectiveness and efficiencies to meet local performance negotiated levels
- Assist with the analysis of demographics and performance data to include WIOA, Welfare Transition, SNAP, PFM and special grants
- Advise on local policy/guidance based on current and updated state & federal regulations as it pertains to performance
- Provide an analysis of historical and current performance data as it relates to WIOA performance and accountability aligned with time periods for reporting performance (Attachment A. WIOA periods for reporting outcomes)

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the rate of \$65.00 (sixty-five) dollars per hour according to the terms of payment set forth below.

Unless otherwise agreed upon in writing by Client, Client's maximum liability for all services performed during the term of this Agreement shall not exceed 750 hours.

3. Terms of Payment

Contractor shall invoice Client on a monthly basis for all hours worked pursuant to this Agreement during the preceding month. Invoices shall be submitted specifying Contractor's name, an invoice number, the dates covered in the invoice, the hours expended, and the work performed (listed) during the invoice period. Client shall pay Contractor's fee within 10 days after receiving Contractor's invoice.

4. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. Contractor expenses include license fees, memberships, and dues; automobile and other local travel expenses; meals and entertainment; and insurance premiums.

5. Materials

Client will furnish all materials, equipment and supplies used to provide the services required by this Agreement. Equipment to be provided includes computer, wireless card, telephone, all software necessary to complete tasks, and adaptive security appliance to connect to company network. Access to state data will continue to be authorized by Client for Contractor. Client will provide access to printers, copiers, and paper supply when paper documents are required.

Contractor will provide home based internet access to connect above hardware. Contractor will maintain a mobile telephone number to ensure availability to Client.

6. Independent Contractor Status

Contractor is an independent contractor shall not be deemed, Client's employee. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required will be performed.
- Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
- Contractor shall be required by Client to devote time necessary to the performance of the services required by this Agreement.
- Contractor shall not hire employees to work in any capacity under this Agreement due to the confidential nature of some data.

7. Business Permits, Certificates, and Licenses

Contractor has complied, if applicable, with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

8. State and Federal Taxes

Client will not:

- Withhold FICA (Social Security and Medicare taxes) from contractor's payments or make FICA payments on Contractor's behalf
- Make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made within 30 days of written request.

9. Fringe Benefits

Contractor understands that Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client. If Contractor is subsequently classified by the IRS as a common law employee, Contractor expressly waives his or her rights to any benefits to which he or she was, or might have become, entitled.

10. Worker's Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor.

11. Unemployment Compensation

Client shall make no state or federal unemployment compensation payment on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

12. Insurance

Client shall not provide any insurance coverage of any kind for Contractor.

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement, except for loss or liability and/or damage or injuries

arising out of client's negligence or intentional conduct that leads to an unexpected or unintended damage or injury.

13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earliest of:

- The date Contractor completes the services required by the Agreement
- **June 30, 2018**, or
- The date a party terminates the Agreement as provided below.

14. Terminating the Agreement

Either party may terminate this Agreement any time by giving **30 days'** written notice to the other party of the intent to terminate. If client terminates this agreement, the contractor shall be paid all amounts supported by invoice(s) produced to the client within sixty days of the date of termination letter. The payment pursuant to the previously mentioned invoice(s) shall be made by client to contractor with thirty days of receipt of said invoice(s).

The Client also has the option to renew or non-renew this Agreement on the first day of each month within the period of the agreement.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only in writing signed by both parties.

17. Intellectual Property Ownership

Contractor assigns to Client all patent, copyright, trademarks, and trade secret rights in anything created or developed by Contractor exclusively for Client solely under this Agreement. Contractor shall help prepare any papers that Client considers necessary to secure any patents, copyrights, trademarks, or other proprietary rights at no charge to Client. However, Client shall reimburse Contractor for reasonable out-of-pocket expenses incurred.

18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that any disclosure to any third party or any misuse of

this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information
- Information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client
- Any written or tangible information stamped "confidential," proprietary," or with a similar legend, and
- Any information that Client makes reasonable efforts to maintain the secrecy of.

Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession prior to commencement of Contractor's provision of services to Client, or known to Contractor without restriction, or is rightfully obtained by Contractor from sources other than Client.

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials and computer hardware provided by Client in Contractor's possession relating to Client's business.

19. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in **Clay County, Florida**. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved by mediation, after 30 days from the date of mediation, any party may take the matter to court.

20. Applicable Law

This Agreement will be governed by the laws of the state of **Florida**.

21. Notices

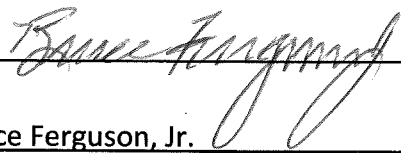
All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follow:

- When delivered personally to the recipient's address as stated on this Agreement
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by fax or electronic mail such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

Signatures

Client:

First Coast Workforce Development, Inc.


By: 
Bruce Ferguson, Jr.

Title: President & CEO

Date: August 24, 2017

Contractor:

Antonio L. Carter

By: 
Signature

Antonio L. Carter

Title: Contractor

Taxpayer ID Number: _____

Date: August 24, 2017

**ADDENDUM TO VENDOR AGREEMENT
BY AND BETWEEN FIRST COAST WORKFORCE DEVELOPMENT, INC., (FCWD)
dba CAREERSOURCE NORTHEAST FLORIDA
AND
ANTONIO L. CARTER**

This Addendum is part of the attached Vendor Agreement by and between First Coast Workforce Development, Inc. (FCWD) dba as CareerSource Northeast Florida and ANTONIO L. CARTER (Vendor) for services described in the Vendor Agreement attached hereto. In consideration of the mutual covenant and stipulations set forth in the agreement and Addendum herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Vendor and its subVendors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Vendor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Vendor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from FCWD under Title I of the WIOA, Vendor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): The Vendor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Vendors and subVendors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Vendor/subVendor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Vendor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Vendor makes to carry out the WIOA Title I-financially assisted program or activity. Vendor understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Vendor shall report any violation of the above to the contract manager. Energy Efficiency: The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Vendor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive

Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

Vendor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Vendor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Vendor shall maintain the confidentiality of any information, regarding FCWD customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Vendor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by FCWD for purposes related to the performance or evaluation of the Agreement may be divulged to FCWD or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of FCWD. No release of information by Vendor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

FCWD, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

8. MONITORING

At any time and as often as FCWD, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Vendor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Vendor's expense, at reasonable locations as determined by FCWD. Vendor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from FCWD.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Vendor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Vendor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

10. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subVendor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11. THE PRO-CHILDREN ACT

Vendor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
2. FCWD may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. FCWD may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Vendor fails to provide any of the services it has contracted to provide; or
 - b. Vendor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of FCWD.
4. Written notification of termination must be by registered mail, return receipt requested.

If Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to FCWD, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

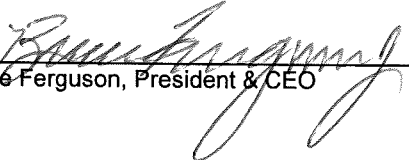
In the event this modified agreement is terminated for cause, Vendor shall be liable to FCWD for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

In instances where Vendors/sub grantees violate or breach modified agreement terms, FCWD will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

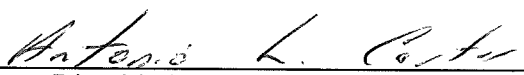
IN WITNESS WHEREOF, Vendor and FCWD have caused this Agreement to be duly executed as of the date set forth below.

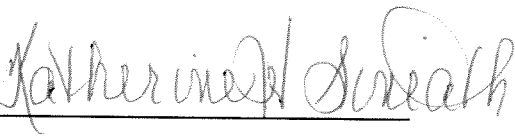
APPROVED BY: First Coast Workforce Development, Inc.

APPROVED BY: ANTONIO L. CARTER

BY: 
Bruce Ferguson, President & CEO

BY: 
Signed Authorized Vendor Representative


Name Printed Authorized Vendor Representative

WITNESS: 

WITNESS: 

DATE Aug. 24, 2017

DATE 08/30/17