**Independent Contractor Agreement**

This Independent Contractor Agreement is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2023 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereafter referred to as “Contractor”) and **Capital Area Community Action Agency, Inc.** (hereafter referred to as “Agency”). **AGENCY** wishes to retain the services of an independent contractor to provide the services described in Section II and Contractor desires to provide those services, and in consideration of the promises set for the below, the parties have mutually agreed as follows:

1. **RELATIONSHIP**

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating any other business relationship, partnership or joint venture between Contractor and **AGENCY.**

1. **SERVICES TO BE PERFORMED**

Contractor agrees to provide the following services at the following location(s) to the satisfaction of **AGENCY:**

**Locations:**

 Those services to be provided at above listed locations are described in Attachment “A” of this Agreement.

1. **MANNER OF PERFORMANCE**

Contractor warrants, that he/she is fully skilled and experienced in the services described in the Attachment, and that **AGENCY** shall rely upon him/her to perform the expected services lawfully and in a manner consistent with high standards and ethical conduct. Contractor will be responsible for selecting the time, location, manner, sequence, method of, and person(s) to be utilized in completing each service. **AGENCY** shall expect Contractor to perform without any additional training, direction, supervision, or control on his/her part, except **AGENCY** retains the right to specify the results to be achieved. **AGENCY** also retains the right to confirm that the expected standards are met and results achieved, as well to call Contractor’s attention and to direct correction of any deviation from the expected standards or results.

Contractor is responsible for the timely completion of the work. Contractor will not be required to make any regular or set number of reports on the progress of the work until completion. All business and/or traveling expenses of Contractor or his/her assistants will be entirely Contractor’s responsibility. Contractor will be required to furnish tolls and equipment necessary to perform the work.

Contractor is free to hire and employ assistants whose payment, direction, and supervision will be entirely Contractor’s responsibility. Contractor’s employees will not be provided by **AGENCY.** Contractor agrees that he/she is solely responsible for ensuring that any persons whom he/she employs are paid in compliance with all applicable federal and state wage/hour laws. Training of Contractor or Contractor’s employees will not be provided by **AGENCY** or any of its personnel.

All persons employed by the Contractor must have passed a criminal background screen and a drug screen prior to assignment to the service location. Contractor must provide verification of compliance with this requirement to the **AGENCY** prior to assignment of staff to the location.

1. **CONFIDENTIALITY**

Contractor hereby acknowledges that **AGENCY** shall, when appropriate, in reliance of this Agreement, provide Contractor access to confidential and proprietary information, knowledge, or data relating to **AGENCY,** it’s clients, client lists, pricing information, or trade secrets, and that the provisions of this Agreement are reasonably necessary to protect **AGENCY** and its good will. All records, files, plans, documents and the like relating to the business of **AGENCY** which Contractor shall prepare, use or come into contact with shall be and shall remain the sole property of **AGENCY,** shall not be copied without written permission, and shall be immediately returned to **AGENCY** upon termination of this Agreement or at any time upon **AGENCY ‘S** request.

Contractor agrees, during the term of this Agreement with **AGENCY** and forever thereafter, to keep confidential all information provided to Contractor, his /her principals, offers, directors, partners, agents, affiliates, related entities and/or employees by **AGENCY,** expecting only such information as is already known to the public, and including such information and material listed above or other such information relating to any customer, vendor, licensor, licensee, or other party transaction business with **AGECNY,** and not to release, use, disclose same, directly, or indirectly, to any other person or business, except with prior written permission of **AGENCY.**

1. **NON-EXCLUSIVE RELATIONSHIP**

Neither Contractor nor **AGENCY** has an exclusive relationship with the other. Contractor is free to perform the above described services for any other person or business, so long as this does not interfere with Contractor’s satisfactory performance of services for **AGENCY** under this Agreement.

1. **COMPENSATION**

Contractor shall submit invoices to **AGENCY** for all services performed, and **AGENCY** agrees to pay Contractor a monthly fee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ based on performance of his/her services.

This Agreement is contingent on the receipt of grant funding. Should the grant funding change or be eliminated, this Agreement will be amended as necessary including, but not limited to, termination.

1. **INSURANCE AND TAXES**

Contractor agrees and covenants to make all necessary payments or contributions with respect to employee taxes, workers’ compensation insurance, employer’s FICA and FUTA amounts, and state and federal unemployment insurance and to withhold all employee taxes as required by law with respect to all employees of Contractor, if any, and shall indemnify and hold **AGENCY** harmless from and against any and all claims, damages, liabilities, including attorney’s fees incurred, arising out of Contractor’s failure to adhere to this covenant.

Contractor will be required to provide **AGENCY** with a certificate of insurance policies. The insurance coverage referenced in this section shall be written by carriers licensed to do business in the State of Florida and who are rated “A” or higher or Class XII or higher according to Best’s Key rating guide and shall be otherwise reasonably acceptable to **AGENCY**. Each such carrier shall provide **AGENCY** with at least 30 days written notice of a cancellation, or non-renewal of a policy.

1. **IDEMINFICATION**

Contractor agrees that he/she is solely responsible, and shall hold **AGENCY,** it’s principals, officers, directors, partners, agents, affiliates, related entities and employees harmless for any and all claims brought against either himself or **AGENCY,** or for liabilities incurred by **AGENCY,** as a result of the parties’ independent contractor relationship, whether under workers’ compensation laws, or under any other federal, state, or municipal laws, rules or regulations which may be applicable to other relationships in the employer-employee context, or which may be applicable to any other set of circumstances not specifically addressed herein.

1. **DURATION AND TERMINATION**

The term of this Agreement is **three years**, and shall begin **March 1, 2023, and end February 28, 2026**. Parties have the option to extend this agreement for two (2) one-year periods. Contractor will notify the **AGENCY** in writingwithin 60 days prior to the contract expiration date if they wish to exercise the renewal option. Either party, without cause, may terminate the agreement by giving 60 days written notice to the other party. Such a termination will have no effect on the obligations and promises made by Contractor in Section IV of this Agreement.

1. **DISAGREEMENTS AND DISPUTES**

In the event that either Contractor or **AGENCY** commences an action for damages, injunctive relief, or to enforce the provisions of this Agreement, and either party prevails in any such action, the other party shall be entitled to an award of its reasonable attorneys’ fees and all costs incurred in connection therewith as determined by the court in any such action.

1. **GOVERNING LAW**

This Agreement shall be governed in accordance with the laws of the State of Florida, and venue for any action enforcing the terms of this Agreement shall be Leon County, Florida.

1. **ENTIRE AGREEMENT**

This Agreement sets for the entire understanding between the parties hereto with respect to the subject hereof, and shall not be changed, modified, or amended, except by an instrument in writing, signed by the parties hereto. There are no other agreements or understandings, oral or written, between the parties hereto, with regard to the subject matter thereof that are not merged herein or superseded hereby.

1. **ASSIGNMENT**

This Agreement may not be assigned without the prior written consent of both parties. This Agreement will be binding upon and will ensure to the benefit of each party’s permitted successors and assigns.

1. **SEVERABILITY**

The parties agree that the covenants of this Agreement are severable and that if any single clause or clauses shall be found unenforceable, the entire Agreement shall not fail but shall be construed and enforced without any severed clauses in accordance with the terms of this Agreement.

1. **HEADINGS**

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, Contractor and **AGENCY** have executed this Independent Contractor Agreement as of the date first above written.

**CONTRACTOR AGENCY REPRESENTATIVE**

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT “A”**

**SCOPE OF SERVICES TO BE PROVIDED**

Vendor must provide the following services for all locations awarded:

**Daily – (Monday through Friday)**

1. Empty all trash and garbage and discard in dumpster located on building exterior.
2. Disinfect and clean all garbage and trashcans.
3. Sweep and/or vacuum all floors.
4. Wet mop all washable floors daily including kitchen, bathrooms, offices and classrooms.
5. Dust, wash and sanitize surfaces such as doors and doorknobs.
6. Sweep walkways, porches and/or decks.
7. Check soap, tissue, hand towel dispensers, and replenish as needed.
8. Clean and disinfect sinks, toilets and urinals. This includes cleaning around the base.
9. Clean and disinfect water fountains.
10. Pick up trash around outside of building and parking lots.
11. Clean kitchen garbage containers.
12. Empty outdoor playground trash containers if present on the playground.

**Weekly**

1. Dust reception areas, conference rooms and Directors’ offices weekly, and all other offices as needed.
2. Clean glass on entry doors (where appropriate.)
3. Clean outdoor garbage containers (where appropriate.)
4. Wash windowsills.

**Periodically**

1. Clean air conditioning vents monthly.
2. Clean floor molding monthly.
3. Clean behind refrigerators and freezers monthly.
4. Clean blinds no less than every two months.
5. Spot clean carpets as necessary
6. Strip, wax and buff floors and clean carpets three times per year (winter break, spring break and summer break). These items can be billed as a separate charge.
7. Pressure wash buildings and playground equipment at least annually. These items can be billed as a separate charge.
8. Wash windows at least annually.

**Additional Information**

* 1. **AGENCY** will provide soap, tissue and hand towels for dispensers. Vendor will be responsible for monitoring the inventory and advising **AGENCY** contact when replenishment is necessary.
	2. Services for all locations must be performed after 3:00 p.m. when the Head Start centers

are closed, or after 5:00 for Administrative offices. Vendor must be available for on-call service as needed during the work hours.