

**FLORIDA STATE COLLEGE AT JACKSONVILLE
OTHER PERSONAL SERVICES (OPS)
INDEPENDENT CONTRACTOR AGREEMENT**

This agreement made on _____ by and between Florida State College at Jacksonville, a political subdivision of the State of Florida, hereinafter known as the "College" and _____, hereinafter known as the "Contractor".

(Must attach a W-9 form for 1099-Misc. income reporting)

1. The College agrees to the following:

- A. Use the services of the Contractor for the period beginning _____, 20____ and ending _____, 20____ to perform other services as described below above (Use attachments if additional space is required.)

- B. Pay the Contractor the sum of _____ dollars \$_____ based upon accepted and approved invoice(s) submitted to the College. The College's Supervising Administrator is responsible for attesting that all services under this Agreement have been satisfactorily provided to the College. Additional payment terms and schedules may be mutually negotiated and provided as an attachment to this Agreement. The College will withhold the final payment until the College determines that the Contractor has fulfilled all the terms of this Agreement. The College shall issue a Form 1099-MISC to the Contractor for remunerations of six hundred dollars (\$600) or more in one calendar year.

2. The Contractor agrees to the following:

- A. Provide the services described in paragraph 1A, above.
- B. The Contractor shall submit invoice(s) as described in paragraph 1B, above. These will be the basis for the payment(s) agreed to by the College. Invoice(s) will not be submitted until the contracted work is complete, unless interim invoice(s) are authorized in paragraph 1B, above.
- C. Assume full responsibility as an independent contractor for the management of the means and methods for accomplishing the services described in paragraph 1A, above.
- D. Not to engage in the unlawful manufacture, distribution, dispensing, possession or use of controlled substances, or to perform any illegal acts while on College property or while conducting any activity involving the College.
- E. Assume responsibility for any income tax associated with payments received from the College and Social Security tax under the Self-employment Contributions Act (SECA).

- F. Provide all required materials, supplies, equipment, and to pay for all expenses related to this agreement unless the College specifically agrees to provide them as documented in paragraph 1A, above.
- G. Comply with all applicable federal regulations, laws, and Florida Statutes.
- H. Acknowledge that this agreement is not a binding agreement until all College signatures are obtained and Contractor has been notified of approval.

3. Miscellaneous:

- A. Effective July 1, 2024, F.S. 787.06(13), Human Trafficking, requires a separate completed and signed Attestation for “Non-governmental Entities” contracting with public entities. If you are completing this OPS contract under a business TIN, including LLCs, you are considered an “entity” per IRS definition. Entities will need to complete and sign **Attachment A, Human Trafficking Attestation** to enter into this agreement with the College. If you are completing the OPS agreement under your SSN (Social Security Number) as an individual, you do not need to complete the attestation.
- B. Both the College and the Contractor agree that this agreement may be cancelled at any time by either party, without cause, upon providing written notice to the other party. The Contractor further agrees that this Agreement may be cancelled by the College at any time during the term of this Agreement if the Contractor violates the terms and conditions agreed to herein, without legal action. Contractor will be paid for services and tangible deliverables provided up to the effective date of termination.
- C. The relationship of the parties shall be an independent contractor relationship, and not an agency employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.
- D. Neither party may assign this agreement without the prior written consent of the other party.
- E. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior agreements and understandings, oral and written, with respect to the subject matter contained herein. Except as may be otherwise expressly set forth in this Agreement, neither the College or Contractor make any representations, warranties, covenants, or undertakings of any kind, express or implied.
- F. All amendments and modifications to this Agreement shall be made by written mutual consent of both parties, which shall include date and signatures of the parties agreeing to the amendment(s) and/or modification(s).
- G. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
- H. College is a political subdivision of the State of Florida. As such College’s performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to all Florida laws, Florida regulations and District Board of Trustees Rules which are applicable to the

College's operations, commitments, and/or activities in furtherance of any terms specified herein. The parties acknowledge that College's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as:

(i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28,

F. S. As College is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This Agreement is executed and entered in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

- I. All notices under this Agreement shall be in writing and delivered by personal delivery or United States, Certified, return receipt requested, mail. Such notices shall be delivered to the following:**

If to College:

If to Contractor:

By my signature, I attest that I am not currently employed in any capacity at Florida State College at Jacksonville.

I understand I will receive a Form 1099-Misc. from Florida State College at Jacksonville for remunerations of \$600 or more in one calendar year. I understand that I am not entitled to receive benefits made available by Florida State College at Jacksonville to its full and/or part-time employees. I further agree and understand that my services are of a temporary nature, and that Florida State College at Jacksonville is not obligated to provide me with any future contracts.

I have read and understand the above agreement for my services and do hereby certify that I am qualified to receive fees as an independent contractor under Florida Statutes (I am not currently receiving monies as an employee of Florida State College at Jacksonville while contracting for the specified services).

Contractor's Name

Contractor's Signature

Date

Mailing Address

Street:

City:

State:

Zip Code:

Email Address:

College Departmental Use

Budget # _____ (Account 6500700)

FLORIDA STATE COLLEGE AT JACKSONVILLE

Human Trafficking Attestation

Name of Entity: (“Nongovernmental Entity”)

This form must be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with Florida State College at Jacksonville, a governmental entity of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes.

I acknowledge that Section 787.06(13), Florida Statutes requires that, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity in the State of Florida, the nongovernmental entity must provide the governmental entity with an affidavit that Nongovernmental Entity does not use **coercion to employ any person for labor or services.**

Coercion includes, without limitation, the use of express or implied physical threats of violence or reprisal, extortion, fraud or other intimidation behavior that puts a person in immediate fear of the consequences in order to compel that person to act against his or her will.

This signed attestation is provided to Governmental Entity to comply with that requirement. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

Failure to execute and return this form may impact your company's eligibility to do business with Florida State College at Jacksonville.

Florida State College at Jacksonville does not discriminate against any person on the basis of race, disability, color, ethnicity, national origin, religion, gender, age, sex, sexual orientation/expression, marital status, veteran status, pregnancy or genetic information in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the College's Civil Rights Officer, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | CRCO@fscj.edu.