

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

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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. (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 of the terms of this Agreement.

C. Mail a check to the Contractor at the address contained in this Agreement for such amount as set forth in paragraph 1B above. The College shall issue a Form 1099-MISC to 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.

B. Assume full responsibility as an independent contractor for the management of the means and methods for accomplishing the services described in paragraph 1A, above.

C. 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.

D. Assume responsibility for any income tax associated with the payments received from the College, as well as Social Security tax under the Self-employment Contributions Act (SECA).

E. 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.

F. Comply with all applicable federal regulations, laws, and Florida Statutes.

G. Acknowledge that this agreement is not a binding agreement until all College signatures are obtained on page 3.

3. Miscellaneous:

A. 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.

B. 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.

C. Neither party may assign this agreement without the prior written consent of the other party.

D. 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.

E. 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).

F. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.

G. 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 any and 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 into 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.

H. 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 (please print) Date**

\_\_\_\_\_  
**Contractor's Signature Date**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**City State Zip**

**Email Address:** \_\_\_\_\_

Departmental Use
<b>Budget #</b> _____ <b>(Account#: 6500700)</b>

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 Equity Officer, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | equityofficer@fscj.edu.