

Independent Contractor Agreement

This Agreement is made between CareerSource Palm Beach County ("CSPBC"), with administrative offices at 3400 Belvedere Road, West Palm Beach, Florida, 33406 and Kathy Keeton ("Contractor"), with a principal place of business at 8342 Yellow Lane, Tallahassee, FL 32311.

ATTACHMENT - A

STATEMENT OF WORK

1. SERVICE AND ACTIVITIES

This section is part of the Agreement between CSPBC and Contractor and establishes the understanding that the services to be performed by Contractor shall be in accordance hereto.

SCOPE OF SERVICES DETAILS:

The scope of services shall include, but shall not be limited to, the following:

- o Provide technical assistance to CSPBC staff to develop SQL queries that include Florida Department of Commerce (FloridaCommerce) funded program data elements from the state data warehouse, and local data elements from a proprietary system.
- o Assist CSPBC staff to maintain existing dashboard and create new dashboards utilizing data visualization tools to track programmatic, fiscal, administrative, and organizational benchmarks. Monthly, and quarterly review of dashboard data to validate integrity of data, analyze trends and set targets will be conducted in collaboration with the Chief Operating Officer (COO).
- o Evaluate current performance management processes and practices in alignment with federal indicators of performance and provide recommendations for enhancement to the COO.
- o Provide technical assistance to CSPBC in utilizing front-end report from Employ Florida that may improve efficiency and use of reporting tools. For example, standardized front end reports available to staff to manage program efforts.
- o Provide technical assistance to review indicators of performance data to support return on investment projects and long-term impact of workforce programming.

***Contractor must be available for up to 10 hours per week during peak work hours to perform work directed by COO.**

a. UNSATISFACTORY PERFORMANCE:

The Contractor is obligated to provide satisfactory deliverables to the CSPBC Technical Representative (CSPBC-TR). If the CSPBC-TR finds the deliverable to be unsatisfactory and it is agreed upon by both the Contractor and CSPBC-TR that the fault resides solely with the contractor, then the rework will be performed at no additional charge. Contractor will not be compensated until the mutually agreed upon rework is completed satisfactorily.

- a) Example 01: CSPBC-TR specifically asked for a set of metrics for Youth only participants, yet the Contractor personnel provided the specific set of metrics for Adult and Dislocated Worker participants. It would be agreed that the rework would be performed at no additional charge.
- b) Example 02: The CSPBC-TR asks for visualization(s) on a certain dataset or group of datasets. The Contractor delivers the visualization(s) in a Scatter Plot when the CSPBC-TR preferred a double line graph but did not specify, then it would be agreed upon that the rework be work be done at the normal hourly rate agreed upon.

b. SUBCONTRACTORS

Subcontractors may only be added to this Agreement during the contract period with **PRIOR WRITTEN PERMISSION** from CSPBC.

- 2. **REPORTS AND EVALUATION:** CSPBC will issue a yearly report which will be the instrument to determine whether the Agreement will be renewed or extended, if applicable.
- 3. **RECORDKEEPING:** Contractor must maintain records in sufficient detail to demonstrate compliance with the relevant contractual criteria related to the services as contained in this Agreement.

All records will be made available to CSPBC, state and federal officials, and auditors. Records will be retained for a period of three years following the date of final report for this Agreement or until all audit questions and concerns have been resolved, whichever is later.

ATTACHMENT - B

PAYMENT TERMS

1. **COMPENSATION AND TIME PERIOD:** This is a labor-hour cost reimbursable contract in which CSPBC will pay Contractor for data analytics and reporting services rendered during the period outlined in this Agreement, on an hourly basis in accordance billing rates identified herein. The total funds allocated to this effort, under this Agreement, shall not exceed \$40,000.00.
2. **MODIFICATION OF TERMS:** The terms of this Agreement, including total compensation, may be modified by mutual consent of both parties, if agreed-upon services, funding availability, or circumstances warrant change.
3. **CONDITIONS OF PAYMENT/PERFORMANCE STANDARDS:** It is understood and agreed by both CSPBC and Contractor that payment is for costs associated with data analytics and reporting services performed in accordance with services outlined in this Agreement.
4. **METHOD AND TIME OF PAYMENT:** Contractor will be paid by ACH for the total allowable payment for services rendered upon receipt of proper, verified invoices. Invoices will be paid promptly provided the invoice is correct, sufficient, verifiable documentation is attached, and all costs are allowable based on the negotiated terms.

Payments shall be made monthly based on actual hours worked within the month. Documentation supporting invoice must substantiate actual cost incurred up to the total contract amount. Invoices with support documentation shall be transmitted electronically by email to escarpati@careersourcepbcc.com.

Invoices should be submitted by the tenth day of the month.

PAYMENT BILLING RATES FOR DATA ANALYTICS & REPORTING SERVICES

Contractor shall invoice CSPBC, in accordance with billing rates set forth herein, for directed work authorized by CSPBC-TR. Billing rates stated herein are all inclusive; therefore, travel expenditure and travel mileage are not applicable for reimbursement.

Lead Business Analyst Hourly Labor Billing Rates	Rate Per Hour
Option period - 1 (7/1/2025 thru 6/30/2026)	\$80.00
Option period - 2 (7/1/2026 thru 6/30/2027)	\$85.00

PAYMENT BILLING RATES FOR DATA ANALYTICS & REPORTING SERVICE

Required support documentation for all submitted invoices must include the following, at a minimum:

- Monthly activity report/log providing summary of activities and accounting of actual time allocated to completing directed tasks.

ATTACHMENT - D

ADDITIONAL TERMS

1. 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.

2. Materials

CSPBC 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 be authorized by CSPBC for Contractor.

Contractor will provide home based internet access to connect above hardware. Contractor will maintain a mobile telephone number to ensure availability to CSPBC. Contractor will complete CSPBC's cyber security training on an annual basis.

3. Independent Contractor Status

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

- Contractor has the right to perform services for others during the term of this Agreement.
- 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; not to include the 10 hours per week during peak work hours and after work hours to perform work directed by CSPBC-TR.
- 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.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required will be performed, unless specific tasks are directed by the CSPBC-TR.

4. State and Federal Taxes

CSPBC 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 CSPBC with proof that such payments have been made within 30 days of written request.

5. 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 CSPBC. 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.

6. Worker's Compensation

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

7. Unemployment Compensation

CSPBC 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.

8. Insurance

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

Contractor shall indemnify and hold CSPBC 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 CSPBC's negligence or intentional conduct that leads to an unexpected or unintended damage or injury.

9. Term of Agreement

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

- **June 30, 2027**, or
- The date a party terminates the Agreement as provided below.

10. Terminating the Agreement

Contractor is expected to meet the terms and conditions specified in this Agreement and to provide those services contained in the Statement of Work. CSPBC will monitor these items and will terminate this Agreement if Contractor fails to provide the requested services and performance. If this Agreement is terminated, the Agreement will be cancelled/ de- obligated and awarded to an alternate provider or retained by CSPBC.

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

11. Exclusive Agreement

This is the entire Agreement between Contractor and CSPBC.

12. Modifying the Agreement

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

13. Intellectual Property Ownership

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

14. Confidentiality

Contractor acknowledges that it will be necessary for CSPBC 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 CSPBC. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of CSPBC without prior written permission except to the extent necessary to perform services on CSPBC's behalf.

Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by CSPBC 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, and pricing information
- Information belonging to customers and suppliers of CSPBC about whom Contractor gained knowledge as a result of Contractor's services to CSPBC
- Any written or tangible information stamped "confidential," proprietary," or with a similar legend, and
- Any information that CSPBC 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 CSPBC, or known to Contractor without restriction, or is rightfully obtained by Contractor from sources other than CSPBC.

Upon termination of Contractor's services to CSPBC, or at CSPBC's request, Contractor shall deliver to CSPBC all materials and computer hardware provided by CSPBC in Contractor's possession relating to CSPBC's business within 30 days of written request.

15. 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 **Palm Beach 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.

16. Applicable Law

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

17. 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

CareerSource Palm Beach County

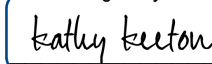
By: 
91D02ABE6EF04B0...

Julia Dattolo, President & CEO

Date: 7/2/2025 | 7:20 AM PDT

Contractor:

Kathy Keeton

By: 
28F2D27C357E4A5...

Date: 7/2/2025 | 6:50 AM PDT