



## INDEPENDENT CONTRACTOR AGREEMENT BETWEEN

The Urban League of Essex County

And

JFK Consulting

This agreement between the Urban League of Essex County., ("Urban League" or "ULEC"), located at 508 Central Avenue, Newark, NJ 07107, and **JFK Consulting**; and ("Contractor"), collectively, the "Parties," sets forth the entire agreement and understanding between the Parties regarding the services to be provided to the Urban League by Contractor ("Agreement"). Accordingly, the Urban League and Contractor acknowledge and agree as follows:

**Services.** Subject to the terms and conditions of this Agreement, JFK agrees to provide the services set forth in the Statement of Work ("SOW") that is attached hereto as Appendix A and that is incorporated into this Agreement as it set forth fully herein and such other services as may be agreed to in writing and attached hereto by ULEC and JFK from time to time ("Services") to ULEC's satisfaction (as determined in its sole discretion).

JFK will provide consulting activities in partnership with URBAN LEAGUE OF ESSEX COUNTY leadership and management by taking the lead role in developing a project work plan, support the organizing, coordinating, and analyzing of key data and information of the community assessment, and assist with the development of an enhanced service delivery model for Head Start and Early Head Start in preparation for the production of the Office of Head Start re-competition grant application.

The parties agree that the Consultant is engaged as an independent Contractor and is not to be considered an employee of the Sponsor. The Sponsor is not liable for Social Security Contributions pursuant to Section 418, 42 U.S. Cod. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year. The Consultant's employer identification number 141705384.

### 1. **Payment.**

- 1.1. **Compensation.** ULEC agrees to pay consulting fees and expense in a fixed rate fee for services contract in the amount of \$25,000.00, of which twenty-five (25%) of contract to be paid at the start of the contract, and in increments identified below:

October 11<sup>th</sup>: 25%

October 25<sup>th</sup>: 25%

November 12<sup>th</sup>: 15%, with a hold back of 10% contingency final requests after submission of grant.



Invoices. Contractor's invoice shall be submitted with the request for payment.

- 1.2. **Final Invoices.** Contractor hereby agrees and acknowledges that it must submit final invoice for the SOW and any expenses no later than the fifteenth day following termination of the Services to receive payment.
3. **Changes in the Services.** The Urban League may, at any time, order changes, additions, deletions, or revisions in the Services to be rendered by Contractor through the submission of properly authorized change orders to any SOW, which must be approved in writing executed by both Parties before the requested changes, additions, deletions, and/or revisions may be made. Upon such approval, Contractor shall proceed with the Services as revised. Such revised Services shall be executed under the same terms and conditions of this Agreement. If any change order causes an increase or decrease in the Services to be performed or scheduled completion date, an equitable adjustment to the fees will be made by mutual written agreement prior to the start of such work. For ULEC all change orders which cause an increase of 5% or less in the fees for Services must be approved by Heather Wilson, Director of Early Childhood Education Heather Wilson, Director of Early Childhood Center, or their designee. All other change orders must be approved by Vivian Cox Fraser, President&CEO.
4. **Workmanlike Manner and Key Personnel.** Contractor agrees that the Services provided under this Agreement shall be performed in a good and workmanlike manner, of a high grade, nature, and quality, conforming to standards generally accepted in the field, by Contractor and its employees, agents, and/or representatives that are qualified to perform at that required level. Contractor further agrees that it shall not substitute key personnel assigned to the performance of this contract without written approval of the Urban League. The individuals specified as key personnel are those identified in an SOW.
5. **WARRANTIES:** Contractor warrants that:
  - 5.1. Contractor's agreement to perform the Services pursuant to this Agreement does not violate any agreement or obligation between Contractor and a third party; and
  - 5.2. The Services as delivered to ULEC will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and
  - 5.3. The Services will be performed in a timely manner and shall meet deadlines agreed between Contractor and ULEC.



**6. Relationship of the Parties.**

- 6.1. Contractor is an independent contractor of ULEC and shall act as an independent contractor for all purposes. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon ULEC's sole discretion to terminate this Agreement at any time without cause.
  - 6.2. Contractor's employees, sub-contractors, agents, and/or representatives that render the Services hereunder shall remain, at all times, in the Contractor's employ, sub-contract, agency, and/or representative capacity, and shall not be deemed employees, sub-contractors, agents, and/or representatives of the Urban League for any purpose. This Agreement does not authorize, expressly or implicitly, Contractor to contract for or in the name of the Urban League, to hire persons on behalf of the Urban League, or to otherwise act on behalf of, or hold itself out as an agent or representative of the Urban League.
  - 6.3. Contractor agrees to be responsible for all employment withholding or other tax liabilities of any kind or nature arising out of this Agreement or with the Services rendered under this Agreement, and/or with respect to its employees, agents, and/or representatives acting under this Agreement.
7. **Confidential Information.** Each of the Parties acknowledges and agrees that as a result of this Agreement, it, members of its staff, and its business and financial agents and/or representatives may have access to certain confidential and proprietary information concerning the other party and its subsidiaries or affiliates (collectively, "Proprietary Information"), and shall treat all Proprietary Information received in connection with this Agreement as confidential. ULEC recognizes and acknowledges that the Consultant possesses certain confidential information that constitutes a valuable, special and unique assets. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the Consultant relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information acquired by ULEC, or (b) information that subsequently becomes public through no act or omission of ULEC. ULEC agrees that Sponsor shall not, at any time following the exaction of this Agreement, use or disclose in any manner any confidential information of Consultant. Each Party shall maintain the confidentiality of all such information, shall disclose it to other third parties only with the written



consent of the other party, and shall return it or destroy it in accordance with the terms and conditions of this Agreement.

8. **Intellectual Property:** The Urban League will be and remain the sole and exclusive owner of all Urban League trademarks, logos, literary information, or any other intellectual property that the Urban League provides to Contractor during the term of this contract. Contractor may not use or otherwise display Urban League's intellectual property other than as expressly approved by the Urban League. All materials, inventions, works and work product that are developed, created or generated by Contractor in connection with performance of the Services, or using the Urban League's resources, as well as all intellectual property rights thereto (collectively "Work Product") shall be works for hire and the sole property of the Urban League. To the extent that such Work Product is not entitled to designation as works for hire by operation of law or otherwise, Contractor hereby assigns the same to the Urban League.
9. **Limitation of Liability and Indemnification.** Contractor hereby indemnifies and agrees to hold harmless the Urban League and its Trustees, employees, agents, and representatives from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits and proceedings (including legal expenses and attorneys' fees), of whatever kind and nature, imposed on, incurred on, incurred by, or asserted against the Urban League and/or its trustees, employees, agents, and/or representatives arising out of or related to the performance of this Agreement or the services provided for under this Agreement, except to the extent due solely to the gross negligence of the Urban League, or its trustees, employees, agents, and/or representatives.
10. **Term.** This Agreement shall commence on the date hereof and end on the earliest of (i) the satisfactory completion of the services set forth in an SOW (ii) the date on which it is terminated by either Contractor or ULEC pursuant to Section 11 hereof, or (ii) 365 days. Contractor agrees to perform services in a SOW to ULEC on or before the expiration of the term set forth above.
11. **Termination.**
  - 11.1. **Termination without Cause.** The Urban League may terminate this Agreement for any reason whatsoever without cause with no further obligation to Contractor except for payment due for services prior to the date of such termination. In the event of such termination, the Urban League shall not be liable for any expense or damages incurred after the date of termination.
  - 11.2. **Rights and Remedies.** Upon termination, Contractor shall immediately



return to the Urban League or destroy all Proprietary Information disclosed to it hereunder, and shall certify in writing to ULEC that, to the best of Contractor's knowledge, all Proprietary Information has been returned or destroyed. The Urban League shall be obligated only for those services and materials rendered and accepted prior to the date of termination. Contractor shall be paid for all Services performed to the date subject to any offset by the Urban League for actual damages including loss of funding. The Urban League shall not be responsible or liable for any fees, costs, and/or penalties arising from or related to any Services performed after the termination date or any outstanding obligations of Contractor with respect to such Services. IN NO EVENT WILL ULEC BE LIABLE, TO CONTRACTOR, FOR ANY SPECIAL INDIRECT, INCIDENTAL EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT.

11.3. **Survival.** The following provisions shall survive expiration or termination of this agreement: Sections 7, 8, 9 and 16.

12. **Licenses, Permits, and Insurance.** Contractor agrees that during the time that Services are to be performed or are being performed under this Agreement, it shall maintain, at Contractor's sole expense, all necessary licenses and permits, and automobile coverage sufficient to protect the parties from any liability which may arise out of or result from the services provided by or operations of Contractor under this Agreement. Contractor is responsible for providing the Urban League with the appropriate certificates of insurance evidencing the above-referenced coverage with the execution of this contract.
13. **Subcontracting or Assignment by Contractor.** Contractor shall not subcontract or assign any portions of the Services due hereunder without the prior written approval of the Urban League. Contractor shall remain at all times primarily responsible for the acts and omissions of any such subcontractor or assign and shall retain any such liability and responsibility under this Agreement as if such subcontracted or assigned activities were performed by Contractor.
14. **Benefits.** Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pensions, health, welfare, or their fringe benefit plan of ULEC. No worker's compensation insurance shall be obtained by ULEC covering Consultant or Consultant's employees. Consultant is responsible for their own worker's compensation insurance.
15. **Taxes.** Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by ULEC on behalf of Consultant or his/her employees.



16. **Reimbursement.** ULEC does not provide for any type of reimbursements. If Consultant requires equipment or materials, a request should be made of the Director of Early Childhood Center, who will decide if the request is reasonable and necessary.
17. **Compliance with Laws.** Contractor warrants and certifies that in the performance of this Agreement, Contractor shall comply with all applicable laws, statutes, rules, regulations, and orders.
18. **Governing Law.** This Agreement is deemed to be made under and shall be governed and construed according to the laws of the State of New Jersey. Each party agrees to submit its person and property to the jurisdiction of the courts of New Jersey.
19. **Retention and Inspection of Records.** Contractor agrees that it shall maintain, for inspection and audit, books, records, documents, and other sufficient documentation of all work, costs, and materials relevant to the Services provided under this Agreement for a period of at least three (3) years from the completion of the Services provided hereunder. Authorized representatives of the Urban League (including third party auditors engaged by ULEC) shall have the right to conduct an on-site audit of Contractor during Contractor's normal business hours if necessary, to determine Contractor's compliance with the terms and conditions of this Agreement.
20. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Urban League, Contractor, and their respective successors and assigns.
21. **Notices.** Any notice or other communication required under this Agreement shall be in writing and shall be considered given when delivered personally or mailed by registered mail, return receipt requested, to the other party at the address set forth above and, as to any SOW, with a copy to the signatories of the SOW involved, at the same address or to such other address or addressee as either party may designate by written notice or at such other address as a party may specify. All notices to the Urban League shall be copied to Greg Ward, Chief Financial Officer, (gward@ulec.org).
22. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
23. **Entire Agreement.** This Agreement, including specifically the SOW attached hereto as Appendix A reflects and contains the entire understanding between the Parties, and supersedes all other oral and written agreements or



Urban League of  
Essex County

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Changing Lives.*

understandings between them. No modification or addition hereto or waiver or cancellation of any provision hereof shall be valid except by a writing signed by both Parties.

**(Signature Page Follows)**



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## SIGNATURES

IN WITNESS of the above, the parties have executed this agreement as of the date and year below written.

By signing below, both parties understand and agree.

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Consultant Name & Title

Jennifer Reed, Consultant

Consultant Signature

A handwritten signature in black ink, appearing to read "Jennifer Reed".

October 2, 2019

Date

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Vivian Cox Fraser  
President & CEO

A handwritten signature in blue ink, appearing to read "Vivian Cox Fraser".

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President & CEO Signature

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October 2, 2019

Date



## APPENDIX A

### STATEMENT OF WORK

#### SERVICES AGREEMENT BETWEEN THE NATIONAL URBAN LEAGUE, INC. AND Name of Consultant

This Statement of Work ("SOW") sets forth the services that JFK shall provide to the Urban League of Essex County in accordance with the Independent Contractor Agreement entered into by JFK. This SOW is an integral part of Agreement between Urban League of Essex County and JFK, and is incorporated and made a part of the Agreement as if set forth fully therein. Any term not otherwise defined herein, shall have the meaning specified in the Agreement.

**Included Services.** If any services, functions or responsibilities not specifically described in this SOW are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with the Agreement, such services, functions or responsibilities shall be deemed to be included within the scope of the Services to be delivered for the fees, as if such services, functions or responsibilities were specifically described in this SOW.

See **Attachment A** for a complete description of the services, deliverables and/or other tasks to be accomplished, the milestone or implementation schedule, the charges and/or rates applicable to this SOW and any other mutually agreed upon terms.



## Attachment A

### Description of Services To Be Rendered

#### Project Summary:

In recognition of good and valuable consideration that the parties acknowledge receipt thereof, this agreement between JFK Consulting (Consultant) URBAN LEAGUE OF ESSEX COUNTY (Sponsor) is made and entered on this October 1, 2019. Each party agrees to perform the following specific agreed upon responsibilities.

#### Responsibilities of JFK Consulting:

- JFK will gain and document a full understanding of URBAN LEAGUE OF ESSEX COUNTY goals for the project
- JFK will establish an internal project management team to work with URBAN LEAGUE OF ESSEX COUNTY on the project to produce key deliverables
- JFK project team will use internal and external trends and other key information to make decisions about the direction of project activities
- JFK project team will URBAN LEAGUE OF ESSEX COUNTY leadership product the following:
  1. Provide a Comprehensive project work plan and a calendar of activities for the project that identifies key weekly deliverable for each project objectives and a report that outlines progress of producing key deliverables
  2. An enhanced service delivery model to support the Head Start grant application that responds to the request for proposal from the Office of Head Start (OHS) for the re-competition grant for suggestive Counties
  3. Will write Phase One for the program to be submitted by the program for the funding opportunity
- Work with URBAN LEAGUE OF ESSEX COUNTY leadership and management to serve as a sounding board for various issues related to the project,
- Review, and assist in the revision of project work plan and accompanying procedures as necessary.
- Develop summary report of activities conducted, challenges/open issues and next steps for completing project deliverables and submit bi-weekly invoices for project.
- Provide a written application for the project to following and implement through the process.



### Responsibilities of ULEC:

- Identify a project team and select a project manager to organize and coordinate activities in conjunction with JFK project team,
- Provide JFK with key agency information and materials during the project to support the development of the project work plan and calendar, comprehensive community assessment, and the Head Start grant to include the following:
  1. Most recent community assessment
  2. Most recent self-assessment
  3. Current organizational structure
  4. Current job descriptions for key management staff – including resumes for each
  5. Current grant application
  6. Current service delivery model and proposed service deliver model
  7. Current budget
  8. Current strategic plan
  9. Letters of Support from elected official, community partners, parents, etc...
  10. Internal Control Compliance and Ethical Values policy
  11. Accounting Policies and Procedures, and Accounting System
  12. Most recent Fiscal Audit
  13. Other materials as needed
- Provide meeting space with room setup as needed
- Submit application to OHS

### Timeline

Project Task	Timeframe



## **2. Compensation**

**Compensation.** ULEC agrees to pay consulting fees and expense in a fixed rate fee for services contract in the amount of \$25,000.00, of which twenty-five (25%) of contract to be paid at the start of the contract, and in increments identified below:

October 11<sup>th</sup>: 25%

October 25<sup>th</sup>: 25%

November 12<sup>th</sup>: 15%, with a hold back of 10% contingency final requests after submission of grant.

## **3. Timeframe of Project**

**October 1, 2019 – Deadline of grant due**

## **4. Personnel Listing and Key Personnel**

JFK Consulting

All invoices go directly to Director, Early Childhood Center