

CITY OF NORTH MIAMI PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this day of 13, 2018, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida 33161 (“City”), and **EcoTech Visions Foundation, Inc.**, a Florida Not-for-Profit Corporation, registered and authorized to do business under the laws of the State of Florida, having its principal office at 670 NW 113 Street, Miami, FL 33168 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, the City desires to hire Contractor to provide professional services for the City’s Digital Citizens Bootcamp (“Program”) as it relates to the organization and implementation of the Program; and

WHEREAS, the Contractor possesses all the necessary qualifications, expertise, personnel and resources to perform the Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. **Recitals**: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. **Scope of Services**. Contractor will provide the following types of instructional services (“Services”) to program participants (“Participants”):
 - a) Title of course/program: Digital Citizens Bootcamp
 - b) Day and hour of program meeting:
 - (1) Three (3) times a week, for eight (8) weeks, for a total of twenty four (24) sessions.
 - (2) Courses will take place from 6:00pm to 8:00pm on Mondays, Wednesdays, and Thursdays
 - c) Location:
 - (1) North Miami Public Library 835 NE 132nd Street North Miami, FL 33161
 - d) Number of Participants: Up to twenty five (25) participants.

3. **Contractor Obligations.**

- a) Contractor has represented to the City that it has the expertise and wherewithal to successfully organize and execute the Program. Contractor has presented a syllabus, attached as Exhibit "A", which will cover all aspects of a successful program. Contractor understands and agrees that the City's maximum contribution to the program shall be as stated in Paragraph 5 below.
- b) Contractor is responsible for managing, setting up, and executing the Program each week. City will have no obligation to assist with the planning, development, and execution of the Program beyond the sponsorship dollars and equipment rental payment.
- c) Contractor shall contact City's designee supervising the class/program in the event any problem should arise including but not limited to problems with the facility, staff, venue, and enrollees.
- d) Contractor has presented program guidelines, attached a Exhibit "B", which details course information and additional requirements. Parties shall abide by the program guidelines.

4. **Term.** This Agreement shall commence as of the last date signed below (the "Effective Date") and shall continue for one (1) calendar year, unless otherwise terminated pursuant of the terms hereof.

5. **Compensation.** In exchange for Services rendered, the City agrees to pay Contractor Forty Two Thousand Dollars (\$42,000.00). The City will pay Contractor in two equal installments with the first installment being paid within thirty (30) days of receipt of Contractor's invoice. The second installment will be paid within thirty (30) days after the twelfth (12) class. In the event the program is postponed due to low enrollment, no payment shall be made by City until such time that the Program is rescheduled.

6. **Enrollment Fees.** All enrollment fees received by the Contractor or the City for the Program will be disbursed to the City.

7. **Independent Contractor.** The Contractor is deemed to be an independent contractor and not an agent or employee of the City. Accordingly, neither Contractor, nor any of its employees, subcontractors, or representatives shall attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees.

8. **Termination.** The City may terminate this Agreement, with or without cause, upon ten (10) days written notice.
9. **Minimum Enrollment.** Three (3) days prior to the first scheduled class, Contractor shall provide City with a full list of enrollees. If the number of enrollees is equal to or less than fifteen (15), the Program will be postponed until enrollment numbers are adequate as agreed upon by Contractor and City.
10. **Notices:** All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Contractor: EcoTech Visions Foundation, Inc.
Attention: Pandwe Gibson, Registered Agent
670 N.W. 113 Street
Miami, FL 33168

City: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Manager

With an additional copy to: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Attorney

11. **Public Records:** Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.
12. **Compliance with Laws:** Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.
13. **Indemnification.** The Contractor agrees to defend, indemnify and hold City harmless from any and all claims, demands, suits, losses, costs, expenses or damages which may be asserted, claimed or recovered against or from the City by reason of any damage to property or bodily injury including death, sustained by anyone, and which claim, demand, suit, loss, cost, expense or damage arises out of this Agreement. The Contractor recognizes the broad nature of the above indemnification and hold harmless clause, and voluntarily makes this covenant in recognition of the valuable consideration provided by City under this Agreement.

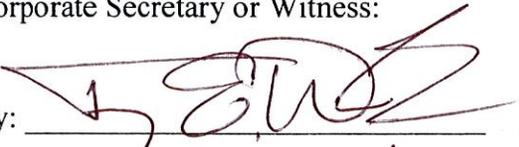
14. **Limitation on Liability.** The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability to Contractor for any cause of action due to an alleged breach by the City or for any action or claim by the Contractor arising from this Agreement, so that its liability be limited to a maximum of One Thousand Dollars (\$1,000.00). Accordingly, the Contractor agrees that the City shall not be liable to the Contractor in an amount in excess of One Thousand Dollars (\$1,000.00), for any action or claim by Contractor arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.
15. **No Assignments.** This is a professional services agreement whereby the City has expressly retained the Contractor. This Agreement is not assignable or transferable in whole or in part.
16. **Applicable Law and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.
17. **Default.** If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, the City, in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement.
18. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. No modification or amendment hereto shall be valid unless in writing and executed by the Parties hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: 
Print Name: Troy E. Wright
Date: 11/13/18

EcoTech Visions Foundation, Inc., a Florida Not-for-Profit Corporation:
"Contractor"

By: 
Print Name: Pandora Gibson
Date: 11-12-18

ATTEST:

By: 
Michael A. Etienne, Esq.
City Clerk

City of North Miami, a Florida municipal corporation:
"City"

By: 
Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Jeff P. H. Cazeau, Esq.
City Attorney

ECOTECH

CODING COURSE OUTLINE

- Approval of course syllabus
- Execution of agreement forecasted
- First 1/2 payment for course due within 30 days after execution of agreement
- (Partially concurrent with contract execution) Develop, review, edit, and finalize marketing fliers, messaging, and press releases
- Promotion & Open enrollment will begin subsequently
- (Partially concurrent with registration intake and address verification) Communication with residents and commitment to attend classes and orientation
- EcoTech is responsible for resident address verification and submitting documentation and resident information to City of North Miami 3 days before classes begin
- Finalized commitment from residents, final cohort of 15 verified residents confirmed before orientation
- Should cohort enrollment be lower than 15 residents, the City of North Miami has the right to postpone the course and payment until such time as full participation is met
- Class Orientation will begin one week prior to courses beginning
- Each student will be required to complete a pre course survey
- Waiting list participants will be notified via email regarding their status one week after course begins
- Second 1/2 payment for course due after execution of agreement one month after courses begin
- Course Graduation in 8 weeks
- EcoTech required to make up any lost or cancelled classes
- A status report will be emailed to Samuel Blatt every 2 weeks regarding the program progress, sign-in sheets, and student performance and participation
- Each student will be required to complete a post course survey
- A report will be emailed to the City of North Miami that indicates employment placement as a result of this program 3 months, 6 months and 9 months after completion of the course

ECOTECH

COURSE INFORMATION

NUMBER OF STUDENTS: 25

LOCATION:

North Miami Public Library

DAY(S) (subject to change)

Monday/Wednesday/Thursday

DURATION:

8 weeks

TIME:

6:00 pm – 8:00 pm

REQUIREMENTS:

- All students must be verified 7 days before the beginning of the course.
- First week of classes, students who miss 2 or more classes will automatically be dropped from class and waitlisted students are enrolled
- 15 participants will be placed on a wait list
- All participants will be required to sign-in at the beginning of each course.
- All selected participants are required to not miss more than 2 courses during the term.
- If the selected participant is tardy (15 minutes) more than 4 times they will be put on probation. On the 5th tardiness they will be removed from the program.

WHAT DO I NEED TO KNOW ABOUT PROOF OF RESIDENCE?

A Proof of Residence document is a document that proves where you live in North Miami. You must provide 2 proof of residence documents to be eligible for this course.

WHEN DO I HAVE TO PROVIDE PROOF OF RESIDENCE?

You MUST provide 2 proofs of residence documents at the orientation. IF the Proof of residence documents have an expiration date, they MUST be valid at the time of orientation.



WHAT DOCUMENTS CAN I USE AS PROOF OF RESIDENCE FOR REGISTERING?

All Proof of Residence documents must include the student's name and current residential address.

- A current and valid State of Florida Driver License or State ID card
- Any other valid official identification card or license issued by a Florida governmental body or unit.
- Any identification card issued by an employer in the normal course of business and bearing a photo of the card holder, but not including a business card
- A real estate tax bill
- A university, college or technical college identification card (must include photo) ONLY if the student provides a fee receipt dated within the last 9 months or the institution provides a certified housing list to the municipal clerk
- A gas, electric or telephone service statement (utility bill) for the period commencing no earlier than 90 days before registration
- A bank statement
- A paycheck or paystub
- A check or other official document issued by a unit of government
- A letter on public or private social service agency letterhead identifying a homeless voter and describing the individual's residence for voting purposes

In case of emergency i.e.: hurricane or natural disaster the course will begin 1 week following clearance by city officials to return to residence.

ECOTECH

DIGITAL CITIZENS BOOTCAMP

Learn to code - HTML, CSS and JavaScript.

Instructor(s): Ptah Dunbar, Jemiah Suis Duration:

Course Description

The target audience for this training course is individuals who are interested in learning about the core skills necessary for web development. This course is intended for individuals of all levels. Some light experience with software development is helpful but not necessary.

Education Standards

1. Edx.org (<https://www.edx.org/>) Learning Curriculum

Learning Outcomes and Objectives:

After completing this course, we expect learners to:

- Describe the historical context and justification for HTML.
- Create HTML5 documents.
- Add content to an HTML page using HTML elements.
- Use hyperlinks to connect various HTML pages together.
- Capture user input using forms.
- Create content using HTML5 semantic elements.
- Create SVG Graphics.
- Create CSS stylesheets.
- Layout HTML elements using CSS margin and padding.
- Implement program logic using JavaScript.
- Implement HTML5 APIs using JavaScript.
- Add advanced functionality to web applications using jQuery, AngularJS, Bootstrap, TypeScript or Sass

Course Outline (General programming in a weekly format.)



- **Module 0: Introduction**

- In this module, you will learn how to create a basic HTML document using the core HTML elements. You will learn about the basic structure of an HTML element (content, attributes, etc.) and how they are used in the context of your HTML web pages.

- **Module 1: Creating Web Pages using Hypertext Markup Language (HTML)**

- In this module, you will learn how to use advanced features of HTML such as forms and semantic elements to create more sophisticated HTML documents. You will learn when each of these components are used and their significance in the HTML markup spec. You will also learn how to use components such as SVG and media elements.

- **Module 2: Creating Sophisticated Document Structures using HTML**

- In this module, you will learn how to use CSS to design your HTML web page. You will be introduced to the basic CSS concepts (declaration, rule set, rule, selector, etc.) and implement basic designs using CSS. You will also be introduced to the CSS box model.

- **Module 3: Design Web Page Elements using Cascading Style Sheets (CSS)**

- In this module, you will learn how to use CSS to design your HTML web page. You will be introduced to the basic CSS concepts (declaration, rule set, rule, selector, etc.) and implement basic designs using CSS. You will also be introduced to the CSS box model.

- **Module 4: Implementing Program Flow using JavaScript**

- In this module, you will learn how to use JavaScript to add a logical flow to your web page. You will first learn the basics of the JavaScript language and then implement simple JavaScript applications through hands-on exercises.

- **Module 5: Adding External Libraries to Enhance HTML Applications**

- In this module, you will briefly learn about various external libraries that can be used to enhance your HTML content, CSS stylesheets and JavaScript code. Featured libraries include: Bootstrap, and jQuery.

- **Wrap-Up (Review and Certificate)**

Verification

Student can build a static responsive website from scratch.

1. Final project



- Website demonstrating a static responsive website using Bootstrap, HTML, CSS, JavaScript.

Grading

This course will be graded based on the following criteria:

Assessment Type # of Assessments % of Final Grade

Module Assessments 5 100%