



KEITAJOY, LLC. and THE CITY OF NORTH MIAMI AGREEMENT

This Agreement is made between The City of North Miami, Client, with a principal place of business at 776 NE 125 Street , North Miami, FL, 33161 and Dr. Keita Joy Ductant, Contractor, with a principal place of business at 835 Hallowell Cir, Orlando, FL 32828.

1. Services to Be Performed

Contractor agrees to perform the following services: Customer Service, Conflict resolution, and Team Building Trainings.

Contractor agrees to perform the above services described in Exhibit A, which is attached to this Agreement.

2. Payment

In consideration for the services to be performed by Contractor, The City of North Miami agrees to pay Contractor at the following rates: \$1500 per training.

Contractor shall be paid prior to the date of the training. The invoice will include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed. 50% of payment due once training is scheduled and 50% due 10 ten before the training, unless agreed upon in writing.

3. Expenses

Contractor, Dr. Keita Joy, shall be responsible for all expenses incurred while performing services under this Agreement. Contractor is responsible for travel and accommodations. Client is responsible for necessary expenses such as copies, etc. to perform agreed upon training. Client is responsible for printing and copying of all materials used for training.

Postponing

Client and Contractor may postpone trainings within 15 days of the date of the training.

4. Equipment

Client is responsible for all presentation requests such as projectors, Wi-Fi, white boards, etc. Requests will be made at least 2 weeks before the scheduled training.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

- [x] Contractor has the right to perform services for others during the term of this Agreement.
- [x] Contractor agrees to perform for the Client's benefit,. Contractor shall perform all of the services set forth and described in this Agreement and in Exhibit A in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession. The services shall be performed under the direction of and to the satisfaction of the Client.



EMPOWER ENRICH ENCOURAGE

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

8. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

9. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

10. Indemnification

Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs (including attorney's fees) arising from or in connection with this Agreement or use of Client's property. Contractor shall pay all claims and losses of any nature, and shall defend all suits, on behalf of the Client, its officers, employees or agents when applicable and shall pay all costs and judgments, which may issue. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the Client's liability as set forth in Section 768.28, Florida Statutes



11. Term of Agreement

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

- December 2021, or
- the date both parties terminate the Agreement as provided below.

The Client shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the Client shall pay Contractor compensation for Services rendered prior to the effective date of termination. The Client shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

12. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

13. Modifying the Agreement

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

14. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Accordingly, Client will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Contractor without Contractor's prior written permission except to the extent necessary to perform services on Client's behalf. Contractor understands that the Client and the public shall have access, at all reasonable times, to all documents and information pertaining to Client contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Client and the public to all documents subject to disclosure under applicable law.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- 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, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and

15. Proprietary Information.

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent



rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials. Contractor may use its own videographer/photographer during trainings for personal use as well as the Client's name/title for marketing and promotional purposes.

16. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

17. Assignment and Delegation

Either Contractor or Client may assign rights and may delegate duties under this Agreement with City's/Client's approval.



Exhibit A: Additional Description of Services to be Performed

10 departments. Smaller departments will merge with other departments for trainings.
Two trainings: 1. Beginning of the year 2. Mid-year follow up training
Total amount of trainings per year: 20
Cost per training: \$1500

April 2018-December 2018

Three trainings have been conducted with the following departments:
UB, Code & Billing, and IT

The goal for the remaining time of 2018 will be to introduce the Customer Service training to the seven departments and conduct follow up trainings with UB, Code & Compliance, and IT only.

Total trainings for 2018: 10

January 2019-December 2021

10 departments, 10 trainings in the beginning of the year (January –May)
10 departments, 10 FOLLOW UP trainings mid-year (June- October)

Training topics: Customer Service, Team Building, and Conflict Resolution

Client and Contractor can agree to modify training topics as needed and based on employee feedback, data, and assessments.

****Total cost for trainings per fiscal year shall not exceed \$24,500****



Signatures

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, the day and year first above written.

ATTEST: CITY OF NORTH MIAMI



Michael A. Etienne, Esq.
City Clerk

By: 

Larry M. Spring, CPA
City Manager

APPROVED AS TO FORM



Jeff P. H. Cazeau, Esq.
City Attorney



Keita Joy Ductant, KEITAJOY, LLC.

46-4681708

KEITAJOY, LLC. Taxpayer ID Number