



**AYUDA GROUP LLC**  
41493 Lavender Breeze Circle  
ALDIE, VA 20105  
Off: (703) 814 6183  
Other: (510) 579 9627  
accounts@ayudagroup.com  
<http://www.ayudagroup.com>

## **MASTER CLIENT AGREEMENT**

This Master Client Agreement (“Contract Agreement”) is entered into by and between Ayuda Group LLC (“Ayuda”), a Virginia Incorporated company, with its principal place of business at 41493 Lavender Breeze Cir, Aldie VA 20105 and the City of North Port, FL with its principal place of business at 4970 City Hall Blvd, North Port, FL 34286 (“CLIENT or CLIENTs”). This is a master agreement between the parties and not a commitment for a specific project or piece of work. Ayuda and CLIENT will jointly provide a separate Statement of Work, which will be incorporated into this Agreement, for each specific project.

### **RECITALS**

**WHEREAS**, the parties desire to enter into this Contract Agreement in order to provide a statement of their respective rights and responsibilities in connection with the provision of the Consulting Services to CLIENT by Ayuda.

**NOW THEREFORE**, for and in consideration of the mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

#### **1. EFFECTIVE DATE**

This Agreement will become effective on \_\_\_\_\_, \_\_\_\_\_, or the date the last party approves or executes it, as applicable (“Effective Date”). Any Services provided at risk by Ayuda shall be paid by CLIENT retroactively to a mutually agreeable date before this effective date as documented in the date provided in any Statement Of Work (SOW) that applies.

#### **2. SCOPE OF SERVICES**

Ayuda agrees to provide the services specified in the “Statement of Work” attached as Exhibit A and incorporated into this Agreement, as modified by any “Change Order to Statement of Work” attached as Exhibit B and incorporated into this Agreement, if applicable (collectively, “Services”). The Statement of Work and all Change Orders to Statement of Work are collectively referred to as the “Project Documents”. **NO STATEMENT OF WORK OR CHANGE ORDER TO STATEMENT OF WORK IS VALID WITHOUT THE SIGNATURE OF BOTH PARTIES.** Ayuda agrees to provide skilled employees and subcontractors necessary to perform the Services. In the event there are conflicting terms among the various documents, the order of precedence is as follows: 1) Project Documents; 2) Exhibit(s) and 3) this Agreement.



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### **3. INDEPENDENT CONTRACTOR RELATIONSHIP**

The relationship between Ayuda and the CLIENT is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. Ayuda retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the CLIENT.

CLIENT acknowledges that it has neither the power nor the right to exercise direct control or direction over the methods used by the Ayuda and its employees and/or agents in performing the Services under this Agreement. Both Ayuda and CLIENT shall ensure that its employees and agents shall comply with, be bound by, and perform Services in accordance with all terms of this Agreement. Ayuda and CLIENT shall maintain all necessary personnel and payroll records for its agents/employees, compute and pay applicable wage and withhold applicable federal, state and local taxes and federal Social Security payments, remit personnel withholdings to the appropriate governmental authorities and make employer contributions for federal FICA and federal and state unemployment payments, and comply with all applicable federal, state and local laws. Neither party grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication, without prior written consent.

Ayuda is not entitled to any salary or benefits other than the compensation described in this Contract Agreement. Ayuda must provide, at their sole expense, all supplies and materials needed for the services that are not otherwise provided by the CLIENT.

### **4. PAYMENT TERMS**

4.1 Ayuda shall be paid for the services and deliverables as specified in the applicable Statement of Work, which is a part of this Contract Agreement.

4.2 Ayuda shall submit invoices to CLIENT. Ayuda shall mail the specified invoices to the address set forth in Section 10 of this Contract Agreement unless otherwise specified by CLIENT. Invoices will be deemed as accepted and correct if not disputed within 15 days after receipt. CLIENT shall submit any questions regarding Ayuda invoices to: Attention: Accounts Receivable, 80 Iron Point Circle, Suite 100, Folsom, CA 95630 or (916) 985-9625.

4.3 CLIENT shall make payment to Ayuda within thirty (30) days after receipt of invoice. CLIENT shall mail payment to the address set forth in Section 10 of the Contract Agreement unless otherwise specified by Ayuda.

4.4 CLIENT shall reimburse any travel or business expense incurred by Ayuda in the course of performing Services under this Agreement unless otherwise specified in an applicable Statement of Work. Ayuda will provide receipts for expenses.

4.5 Ayuda shall keep and maintain appropriate books and records reflecting hours worked and costs and expenses incurred in connection with its performance of the Consulting Services. Upon reasonable notice, CLIENT shall be entitled to examine and audit (at CLIENT's expense) any books, records, and other documents directly pertaining to charges hereunder, at Ayuda's premises during normal business hours.

4.6 In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, et seq., Customer's payments shall be due thirty (30) days after receipt of invoice. Overdue amounts shall bear interest from thirty (30) days after the due date at the rate of one percent (1.0%) per month on the unpaid balance. Ayuda must invoice Customer for any interest accrued in order to receive the interest payment.

## **5. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party for no cause. Each party may terminate this Agreement immediately upon the other party's breach of this Agreement. Ayuda shall transfer title to CLIENT, and deliver in the manner, at the times, and to the extent, if any, directed by CLIENT, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to CLIENT. CLIENT will pay Ayuda for the services/deliverables delivered up to the date of termination. This subsection shall survive termination of this Agreement.

## **6. INSURANCE**

Ayuda and CLIENT shall maintain the following insurance coverage during the term of this Agreement with an insurer satisfactory to the other party:

Commercial general liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury (including death) and property damage.

Business automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired auto coverage.

Workers' compensation insurance for employees.



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## **7. INDEMNIFICATION**

**7.1 TO THE EXTENT PERMITTED BY FLORIDA LAW, AYUDA ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF AYUDA, OR AYUDA'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY AYUDA IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**

**THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT AYUDA MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY AYUDA IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.**

**THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON AYUDA'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).**

**NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28.**

**THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.**

Further, Ayuda shall fully indemnify, defend, and hold harmless the City of North Port, Florida from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

## 8. CONFIDENTIAL INFORMATION

Public Records Law: In accordance with Florida Statutes, Section 119.0701, Ayuda shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.
  - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.  
(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
  - b. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Ayuda's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if Ayuda does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in Ayuda's possession or keep and maintain public records required by the City to perform the service. If Ayuda transfers all public records to the City upon completion of the contract, Ayuda shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Ayuda keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.
5. IF AYUDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AYUDA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7063 OR HOTLINE (941) 429-7270; E-MAIL: [publicrecordsrequest@northportfl.gov](mailto:publicrecordsrequest@northportfl.gov).

Ayuda and CLIENT represent and warrant that they will not infringe upon or violate the rights of any third party with regard to any intellectual property, inventions, patents or copyrights in performing the Services under this Agreement.

## **9. RIGHTS IN DATA**

Ayuda hereby assigns to CLIENT entire right, title and interest in the Work Product (as defined below) including all patents, copyrights, trademarks, trade secrets and other proprietary rights in or based on the Work Product. "Work Product" means all deliverables, written and graphic products and research data, programs, and systems, in whatever form, produced or created by or for CLIENT specifically incorporated into all deliverables, written and graphic products and research data, programs, and systems delivered to CLIENT as a result of, or related to, performance of the Services. Ayuda shall execute and aid in the preparation of any papers that CLIENT may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks or other proprietary rights.

CLIENT agrees that Ayuda shall retain any and all rights Ayuda may have in the Background Technology. "Background Technology" means all programs, systems, data and materials, in whatever form, that do not constitute Work Product and are previously or separately owned either solely by Ayuda or licensed to Ayuda with a right to sublicense. CLIENT hereby grants Ayuda an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use, but not sublicense the use of, the Work Product delivered pursuant to this Agreement.



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## 10. NOTICES

All notices, requests, demands and other communications in connection with this Agreement shall be made in writing and shall be deemed to have been given upon hand delivery or forty-eight (48) hours after mailing, first-class postage prepaid, addressed as follows:

If to Ayuda:

**Attention: Legal  
Ayuda Group LLC.  
41493 Lavender Breeze Cir,  
Aldie VA 20105**

If to CLIENT:

**For City of North Port, Florida:**  
City of North Port, Florida  
Attn: City Manager  
4970 City Hall Blvd.  
North Port, Florida 34286

**with a copy to:**  
City of North Port, Florida  
Attn: City Attorney  
4970 City Hall Blvd.  
North Port, Florida 34286

or to any other address designated in writing by one party to the other.

## 11. NON-DISCRIMINATION

The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Ayuda shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

## 12. BINDING NATURE OF AGREEMENT; NON-ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. Neither of the parties may assign or transfer their rights or obligations under this Agreement without the prior written consent of the other party, except for the right to receive payments hereunder.

### **13. SEVERABILITY**

In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

### **14. WAIVER**

No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

### **15. AMENDMENTS**

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.

### **16. GOVERNING LAW AND VENUE**

The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

### **17. ENTIRE AGREEMENT**

This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

### **18. HEADINGS.**

The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.





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**19. NO AGENCY.**

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

**20. AUTHORITY TO EXECUTE AGREEMENT**

The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership of any other business or governmental agency for which each person purports to act hereunder.

**Ayuda:**

AYUDA GROUP LLC.  
a Virginia, Incorporated company

By: \_\_\_\_\_

Printed Name: APARNA DAMERA

Title: CEO

Date: \_\_\_\_\_



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**CLIENT:**

CITY OF NORTH PORT, FLORIDA  
a Florida, municipal corporation

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A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

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HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY