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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving Interlocal Agreement between Miami-Dade County and the City of Miami Beach regarding ethics training to be provided by the Miami-Dade County Commission on Ethics and Public Trust

Resolution No. R-272-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(1)
4-2-13

RESOLUTION NO. R-272-13

RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH REGARDING ETHICS TRAINING TO BE PROVIDED BY THE MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST

WHEREAS, the Miami-Dade Commission on Ethics and Public Trust is charged with educating all public servants in Miami-Dade County, including municipalities, regarding the requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance; and

WHEREAS the staff of the Miami-Dade Commission on Ethics and Public Trust has heretofore provided professional training and outreach programs throughout the County geared toward informing public servants of their ethical responsibility to serve the public with honesty, integrity and truthfulness; and

WHEREAS, the City of Miami Beach wishes to engage the Commission on Ethics to design and conduct a unique and intensive ethics training program for all of its regulatory personnel, as outlined in the attached Interlocal Agreement; and

WHEREAS, the City of Miami Beach has stated its willingness in this proposal to fairly compensate the Miami-Dade Commission on Ethics and the taxpayers of Miami-Dade County for this special program; and

WHEREAS, the Commission believes that it is of critical concern to the people of Miami-Dade County to support efforts to educate public officials and employees regarding the requirements of the Conflict of Interest and Code of Ethics Ordinance,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the attached Interlocal Agreement between Miami-Dade County and the City of Miami Beach regarding ethics training to be provided by the Miami-Dade County Commission on Ethics and Public Trust is hereby approved in substantially the form attached hereto.

The Prime Sponsor of the foregoing resolution is Commissioner Bruno A. Barreiro. It was offered by Commissioner **Jean Monestime**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman		**aye**
	Lynda Bell, Vice Chair		**aye**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**absent**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of April, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. GKS

Gerald K. Sanchez

2012-28095

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY FLORIDA FOR COMPREHENSIVE ETHICS TRAINING PROGRAM SERVICES TO THE CITY TO BE PROVIDED BY THE MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST

This Interlocal Agreement ("Agreement") is entered into this ___ day of _____ 2013 (Effective Date), between the **City of Miami Beach, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **Miami-Dade County, Florida, on behalf of the Miami-Dade County Commission on Ethics and Public Trust,** whose address is 19 West Flagler, Suite 820 Miami, FL 33130.("County").

SECTION 1
DEFINITIONS

Agreement:	This Agreement between the City and the County, including any exhibits and amendments thereto.
City Manager:	The chief administrative officer of the City.
County:	For the purposes of this Agreement, the County shall be deemed to be an independent contractor, and not an agent or employee of the City.
Services:	All services, work and actions by the County performed or undertaken pursuant to the Agreement.
Fee:	Amount paid to the County as compensation for Services.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139: telephone number (305) 673-7000, Ext. 6435: and fax number (305) 673-7023.

SECTION 2
SCOPE OF SERVICES (SERVICES)

2.1 In consideration of the Fee to be paid to the County by the City, the County shall provide the work and services described in Exhibit "A" hereto (the Services).

2.2 the County's Services, and any deliverables incident thereto, shall be completed in accordance with a timeline and/or schedule, which shall be mutually developed and agreed upon by City and the County within thirty (30) days of Effective date; and which agreed upon scheduled timeline shall be attached and incorporated as Exhibit "A-1" hereto.

6

SECTION 3
TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto, as referenced by the Effective Date on page one of this Agreement, and shall terminate on July 31, 2013.

Notwithstanding the Term provided herein, the County shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule, which will be mutually developed and agreed upon by City and the County within thirty (30) days from the Effective Date and which will be attached as Exhibit "A-1" hereto.

SECTION 4
FEE

4.1 In consideration of the Services to be provided, the County shall be compensated on a fixed fee basis, in the not to exceed amount of $45,000. Pursuant to the Services in Exhibit "A" hereto, the County shall provide the City with nine (9) workshops during the Term, at a cost of $5,000 per workshop series. The County's fee shall be paid in installments upon completion of each workshop series and upon receipt of an acceptable invoice, as provided in subsection 4.2 herein. Notwithstanding the preceding, the County's compensation during the Term shall not exceed the maximum sum of $45,000.

4.2 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

City of Miami Beach
c/o Dr. Leslie Rosenfeld, Organizational Development
Office of Budget and Performance Improvement
1700 Convention Center Drive
Miami Beach, FL
33139

Notwithstanding the preceding, payment for each workshop series shall be made prior to the subsequent workshop series.

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE

5.1.1 If the County shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the County of its violation of the particular term(s) of this Agreement, and shall grant the County ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to the County. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the County. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against the County.

5.1.2 If the City shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the County shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the County shall notify the City of its violation of the particular term(s) of this Agreement, and shall grant the City ten (10) days to cure such default. If such default remains uncured after ten (10) days, the County may terminate this Agreement without further notice to City. Upon termination, the County shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the City shall not be relieved of liability to the County for damages sustained by the County by any breach of the Agreement by the City. The County, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the County's right and remedies against City.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

5.2.1 THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO THE COUNTY OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE COUNTY OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, THE COUNTY SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION, INCLUDING WORK REASONABLY PERFORMED IN PREPARATION FOR SCHEDULED TRAINING SESSIONS CANCELLED AS A RESULT OF THE CITY'S TERMINATION, FOLLOWING WHICH THE PARTIES SHALL BE DISCHARGED FROM ANY AND ALL

LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.2.2 THE COUNTY MAY ALSO AND, FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CITY OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CITY OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE COUNTY, THE CITY SHALL ONLY BE REQUIRED TO PAY THE COUNTY FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE PARTIES SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 [Intentionally Deleted]

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

6.1.1 To the extent applicable, and subject to the limitation on the County's liability, as provided in Section 768.28, Florida Statutes, the County agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the County, its officers, employees, agents, contractors, or any other person or entity acting under the County's control or supervision, in connection with, related to, or as a result of the County's performance of the Services pursuant to this Agreement. To that extent, the County shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

6.1.2 To the extent applicable, and subject to the limitation on the City's liability, as provided in Section 768.28, Florida Statutes, the City agrees to indemnify and hold harmless the County and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the City, its officers, employees, agents, contractors, or any other person or entity acting under City's control or supervision, in connection with, related to, or as a result of the City's performance of the Services pursuant to this Agreement. To that extent, the City shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the County in the defense of such claims and losses, including appeals.

6.1.3 The provisions of this Section 6 and of these indemnifications shall survive termination or expiration of this Agreement.

6.2 INSURANCE

The County shall provide the City with written proof of self-insurance; which proof shall be provided prior to the Effective Date; shall be subject to the reasonable approval of the City's Risk Manager; and, if approved, shall be deemed to satisfy and comply with the insurance requirements under this Agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, the County and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S 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 for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $45,000, less any sums actually paid by the City to the County under this Agreement. The County hereby expresses its willingness to enter into this Agreement with the County's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of $45,000, less any sums actually paid by the City to the County under this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, the County hereby agrees that the City shall not be liable to the County for damages in an amount in excess of $ 45,000, less any sums actually paid by the City to the County under this Agreement for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section 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.

SECTION 9

[INTENTIONALLY DELETED]

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to the County, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manger may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. the County shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 [INTENTIONALLY DELETED]

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

the County shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

10.4 [INTENTIONALLY DELETED]

10.5 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the County shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital and familial status, or age.

10.6 CONFLICT OF INTEREST

The City and County hereby agree to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the City of Miami Beach Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

SECTION 11
NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the County and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO COUNTY:

Miami-Dade County Commission on Ethics and Public Trust
c/o Mr. Joseph M. Centorino
19 West Flagler, Suite 820
Miami, FL
33130

TO CITY:

Office of Budget and Performance Improvement
c/o Dr. Leslie Rosenfeld , Organizational Development
1700 Convention Center Drive, 3rd Floor
Miami Beach, FL
33139

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 ENTIRETY OF AGREEMENT

The City and the County agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Ralph Granado
City Clerk

_____
Kathie G. Brooks
Interim City Manager

FOR COUNTY:

MIAMI-DADE COUNTY, FLORIDA

ATTEST:

By: _____
County Clerk

Harvey Ruvin
Print Name

_____
County Mayor

Carlos Gimenez
Print Name

MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST, FLORIDA

_____
Joseph M. Centorino
Executive Director and General Counsel

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 2/12/13
Date

EXHIBIT "A"

CITY OF MIAMI BEACH

SCOPE OF SERVICES

FOR

MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST

FOR

COMPREHENSIVE ETHICS TRAINING PROGRAM SERVICES

I. *SCOPE OF WORK METHODOLOGY*

Miami-Dade County Commission on Ethics and Public Trust is pleased to submit the proposed methodology to provide the Ethics workshop programs that are a critical component of the City's Strategic Plan. Miami-Dade County Ethics Commission shall be responsible for the development of all workshop material in conjunction with the Office of Budget and Performance Improvement (OBPI) Organizational Development and Training Division and City of Miami Beach City Attorney's Office. Select workshop sessions will be video recorded, allowing City of Miami Beach to use and/or edit videos (vignettes) as needed throughout City departments using our eLearning system.

GOALS AND OBJECTIVES

Each Ethics workshop is linked to the relevant Key Intended Outcomes (KIOs), mission, vision, and values contained within the City's Strategic Plan. These required elements are contained in presentation slides and handouts as appropriate.

Each workshop has the following process to customize them for the City's needs:

1. **Pre-workshop conference**: the Miami-Dade County Ethics Commission consultant assigned to deliver the workshop participates with a member of the OBPI and/or Legal Department team to review the course curriculum and its connection to City needs.
2. **Workshop delivery**: An OBPI staff member introduces sessions and connections are made to the City's Strategic Plan. A Miami-Dade County Ethics Commission consultant delivers the workshop with course evaluations administered and collected for all participants.
3. **Post-workshop review**: Course evaluations are reviewed post-course in a face-to-face or telephone meeting with the Miami-Dade County Ethics Commission consultant and an OBPI team member and suggestions and improvements are incorporated in future sessions. Sponsoring department management participates in these reviews as available.

TASK 1.1 – DEFINE GOALS AND OBJECTIVES FOR ALL WORKSHOP PROGRAMS

Ethics sessions will provide approximately 12.5 hours of training, per employee as follows:

- Introduction to Ethics- Interactive lecture and discussion led by staff from the Commission on Ethics on public service ethics, governmental organizational culture, and professionalism.
- Code of Ethics – detailed presentation on the code of ethics requirements for public employees, emphasizing issues such as gifts, conflict of interest, and exploitation provisions particularly relevant to employees engaged in role. These will be illustrated with case examples.
- Legal and administrative consequences of illegal and unethical activity by public servants, including the participation of a former public employee whose conduct led to termination.
- Laws that govern bribery, including a discussion of illustrative criminal cases from Miami-Dade County and elsewhere.
- Special integrity challenges presented to regulatory environment staff in the City of Miami Beach, including presentations by a retired management level employee of a local government municipality.
- Interactive group discussion led by staff from the Commission on Ethics on six hypothetical scenarios directly relevant to issues confronting regulatory personnel
- Supervisory staff will participate in a "train the trainer" program that addresses the need for an on-going strategy necessary for building an ethical organizational culture with oversight controls and in-service ethics training throughout City departments
- Private and confidential one-on-one sessions to be conducted with all regulatory employees by staff from the Commission on Ethics to discuss and address past and future ethical concerns raised by their personal and professional experiences and providing each of them with an opportunity to suggest changes and/or improvements in the workplace that could help create a stronger ethical climate

Subtask 1.1.1 Pre-workshop conference

The Miami-Dade County Ethics Commission consultant assigned to deliver the workshop participates with a member of the OBPI team to review the course curriculum and its connection to City needs.

Subtask 1.1.2 Develop Workshop Materials and Deliverables

Some workshops include course materials for each participating City employee. The print masters for these courses are provided to the City for duplication. There is no additional charge for participant materials to the City. Workshop tools that are reusable and purchased by the City are retained by the City for future use.

Subtask 1.1.3 Workshop delivery

Miami-Dade County Ethics Commission consultants deliver the agreed-to workshops within the guidelines and statutes of the City of Miami Beach. Each workshop is

designed to engage participants in learning, dialogue, and application of the concepts learned back on the job.

Sessions are introduced by an OBPI staff member and connections are made to the City's Strategic Plan. A Miami-Dade County Ethics Commission consultant delivers the workshop with course evaluations administered and collected for all participants.

Subtask 1.1.4 Post-workshop review
Course evaluations are reviewed post-course in a face-to-face or telephone meeting with the Miami-Dade County Ethics Commission consultant and an OBPI team member and suggestions and improvements are incorporated in future sessions. Sponsoring department management participates in these reviews as available. Commission on Ethics will issue a final report summarizing all the training sessions and include recommendations for follow-up training and implementation of long-term management strategies to help prevent future corruption. Video recording of sessions and permission to use and/or edit videos as needed to be used in the City's online training as vignettes as well.

II. *TIMELINE AND PAYMENT SCHEDULE*

The workshops are delivered to City of Miami Beach staff in 1-4 hour sessions with 30-50 employees attending each session, depending upon the topic and availability of staff.

Miami-Dade County Ethics Commission charges $5,000 for each workshop series for approximately 230 employees in regulatory departments with each employee receiving 12.5 hours of training. The per-person cost for the six-month period (12.5 hours per employee) would be approximately $195.65 per employee, or $15.5 per hour of training. This agreement contemplates that Consultant shall provide nine (9) workshop during the term, for a not to exceed total of $45,000.

Miami-Dade County Ethics Commission agrees that the proposed workshops will be delivered within a period of six (6) months from the City's issuance of a Notice to Proceed. Commission's fee shall be paid in installments upon completion of each workshop and upon receipt of an acceptable invoice, as provided in subsection 4.2 of the Agreement. Notwithstanding the preceding, Consultant's compensation during the Term shall not exceed the maximum sum of $45,000.

Notwithstanding the preceding, payment for each workshop shall be made prior to the subsequent workshop.

	Timeline
TASK 1.1 – DEFINE GOALS AND OBJECTIVES:	**2/13-7/13**

Subtask 1.1.1 Pre-workshop conference
Subtask 1.1.2 Develop Workshop Materials and Deliverables
Subtask 1.1.3 Workshop delivery

Ethics sessions scheduled from 8:30 a.m. to Noon and/or 1:00 p.m. to 4:30 p.m. on multiple days between February 2013 and July 2013, to ensure approximately 230 employees in regulatory departments receive 12.5 hours of training each.

Subtask 1.1.4 Post-workshop review

TOTAL SCHEDULED PAYMENTS: ***$45,000**

*$45,000 for training services, including nine (9) workshops, between February 2013 and July 2013. Fee shall not and is not to exceed $45,000