

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
ECOTECH VISIONS FOUNDATION, INC.
FOR
DIGITAL CITIZENS CODING BOOTCAMP**

December This Professional Services Agreement ("Agreement") is entered into this 19 day of ~~November~~ 2017 (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 **ECOTECH VISIONS FOUNDATION, INC.**, a Florida Not-for-Profit Corporation, whose address is 670 NW 113 Street, Miami, FL 33168 (Consultant).

**SECTION 1
DEFINITIONS**

Agreement: This Agreement between the City and Consultant, including any exhibits and amendments thereto.

City Manager: The chief administrative officer of the City, with offices at 1700 Convention Center Drive, Miami Beach, FL 33139.

Consultant: For the purposes of this Agreement, Consultant 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 Consultant performed or undertaken pursuant to the Agreement.

Fee: Amount paid to the Consultant 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 Consultant by the City, Consultant shall provide the work and services described in Exhibit "A" hereto (the Services).

2.2 Consultant's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit "A" hereto.

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 (1) of this Agreement, and shall have a term of two (2) months.

Notwithstanding the Term provided herein, Consultant 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 referenced in Exhibit "A" hereto.

SECTION 4

FEE

4.1 In consideration of the Services to be provided, Consultant fees shall be compensated on a per workshop session basis, in the amount of \$21,000.00 per bootcamp program not to exceed two (2) bootcamp programs throughout the term of this Agreement. Fees will be paid upon completion of each workshop session on a monthly basis throughout the term of this Agreement. Notwithstanding the preceding, Consultant's compensation during the Term shall not exceed the maximum sum of \$42,000.00.

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:

**Organization Development Performance Initiatives
c/o Dr. Leslie Rosenfeld, Chief Learning and Development Officer
City of Miami Beach
1700 Convention Center Drive – 3rd Floor
Miami Beach, FL 33139**

SECTION 5

TERMINATION

5.1 TERMINATION FOR CAUSE

If the Consultant fails 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 Consultant of its violation of the particular terms of this Agreement, and shall grant Consultant 24 hours to cure such default. If such default remains uncured after 24 hours, the City may terminate this Agreement without further notice to Consultant. Upon termination, the City shall be fully discharged from any and all liabilities and duties arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. 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 rights and remedies against Consultant. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

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 CONSULTANT OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THREE (3) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate this Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the rights and obligations of the parties shall be the same as provided for in Section 5.2.

SECTION 6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Consultant 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 Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant 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.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

The Consultant shall maintain and carry in full force during the Term, the following insurance:

1. Consultant General Liability, in the amount of \$1,000,000; naming the City of Miami Beach, Florida as an additional insured;
2. Consultant Professional Liability, in the amount of \$200,000; and,
3. Workers Compensation as required pursuant to Florida Statutes (or proof of exemption).

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Consultant's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

Certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or Services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Consultant is also solely responsible for obtaining and submitting all insurance certificates for any sub-consultants.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Consultant shall not commence any work and or Services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

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, Consultant 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 \$42,000.00. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$42,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$42,000.00 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

GENERAL PROVISIONS

9.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e., 9 AM – 5 PM, Monday through Friday, excluding nationally recognized holidays), and as often as the City Manager 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. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

9.2 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or Services 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.

9.3 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes with the City's Procurement Division.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the Consultant 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.

9.5 CONFLICT OF INTEREST

The Consultant herein agrees 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 same may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which could conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Consultant. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

SECTION 10 **NOTICES**

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant 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 CONSULTANT: **Ecotech Visions Foundation, Inc.**
 670 N.W. 113 Street
 Miami, FL 33168

TO CITY: **Organization Development Performance Initiatives**
 c/o Dr. Leslie Rosenfeld
 Chief Learning and Development Officer
 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 11

MISCELLANEOUS PROVISIONS

11.1 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.

11.2 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.

11.3 ENTIRETY OF AGREEMENT

The City and Consultant 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.

11.4 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Consultant upon termination of this Agreement. Upon termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean 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 of the City.

Consultant's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Consultant does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

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CITY OF MIAMI BEACH
SCOPE OF SERVICES
FOR
ECOTECH VISIONS FOUNDATION, INC.
FOR
DIGITAL CITIZENS CODING BOOTCAMP

I. SCOPE OF WORK METHODOLOGY

ECOTECH VISIONS FOUNDATION, INC. is pleased to submit the proposed methodology to provide the varied bootcamp programs that are a critical component of the City’s Strategic Plan. ECOTECH VISIONS FOUNDATION, INC. shall be responsible for the development of all bootcamp material in conjunction with the City’s Organizational Development Performance Initiatives (ODPI) office and the City’s Procurement department.

GOALS AND OBJECTIVES

Each Digital Citizens Coding Bootcamp Program (Bootcamp Program) 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.

The following process shall be followed to customize each bootcamp to the City’s needs:

1. **Pre-Bootcamp teleconference:** the ECOTECH VISIONS FOUNDATION, INC. consultant assigned to deliver the Bootcamp participates with a member of the ODPI team to review the course curriculum and its connection to City needs.
2. **Bootcamp delivery:** An ECOTECH VISIONS FOUNDATION, INC. consultant delivers the Bootcamp with course evaluations administered and collected for all participants at the end of the series.
3. **Post-Bootcamp review:** Course evaluations are reviewed post-course in a face-to-face or telephone meeting with the ECOTECH VISIONS FOUNDATION, INC. consultant and an ODPI team member and suggestions and improvements are incorporated in future sessions.

TASK 1.1 – DEFINE GOALS AND OBJECTIVES FOR ALL BOOTCAMP PROGRAMS

A Bootcamp Program will meet two (2) times a week for eight (8) weeks. Weekday sessions will meet from 6:00 pm – 9:00 pm and weekend sessions will meet from 9:00 am – 12:00 pm. There will be two (2) Bootcamp Programs scheduled at separate times for residents and business owners located in the North Beach and South Beach areas of the City of Miami Beach. Bootcamp Program objectives include, but are not limited, to the following:

- Programming – Introductions to various programming languages and how each are used
- Social Media – Leverage different Social Media channels to increase brand awareness
- Marketing- Learn about inbound and outbound marketing and how to achieve results
- Presentation – Practice your pitch and learn how to woo potential investors and your audience

Each Bootcamp will focus on the above objectives.

Subtask 1.1.1 Pre-bootcamp teleconference

The ECOTECH VISIONS FOUNDATION, INC. consultant assigned to deliver the bootcamp participates with a member of the ODPI team to review the course curriculum and its connection to City needs.

Subtask 1.1.2 Develop Bootcamp Materials and Deliverables

Consultant must provide the following materials and deliverables at each class session:

- a) Consultant has represented to the City that he/she has the expertise and ability to successfully organize and execute the Bootcamp Program. Consultant has presented a syllabus attached as Exhibit “B,” which will cover all aspects of a successful program. Consultant understands and agrees that the City’s maximum contribution to the Bootcamp Program shall be as stated in this Agreement.
- b) Consultant is responsible for managing, setting up, and executing the Bootcamp Program each week. City will have no obligation to assist with the planning, development, and execution of the Bootcamp Program beyond the venue.
- c) The Consultant 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 and enrollees.
- d) The Consultant agrees to provide all resumes of the course instructors prior to start of the course.
- e) Consultant is responsible for hiring a bilingual instructor as needed depending on the residents of the City limits.
- f) Consultant will obtain letter of commitment (Attachment “C”) from each participant and provide to the City designee.

Subtask 1.1.3 Bootcamp delivery

ECOTECH VISIONS FOUNDATION, INC. Consultant delivers the agreed-to Bootcamp Programs within the guidelines and laws of the City of Miami Beach. Each Bootcamp Program is designed to engage participants in learning, dialogue, and application of the concepts learned.

An ODPI staff member introduces sessions and connections are made to the City's Strategic Plan. An ECOTECH VISIONS FOUNDATION, INC. Consultant delivers the Bootcamp with course evaluations administered and collected for all participants.

Subtask 1.1.4 Post-Bootcamp review

Course evaluations are reviewed post-course in a face-to-face or telephone meeting with the ECOTECH VISIONS FOUNDATION, INC. consultant and an ODPI team member and suggestions and improvements are incorporated in future sessions.

II. TIMELINE AND PAYMENT SCHEDULE

The two (2) Bootcamp Programs are delivered to City of Miami Beach residents and business owners as described above with 20-25 Miami Beach residents and business owners attending each session.

ECOTECH VISIONS FOUNDATION, INC. charges \$21,000.00 per Bootcamp Program.

ECOTECH VISIONS FOUNDATION, INC. agrees that the proposed Bootcamp Programs will be delivered within a period of twelve (12) months from the City's issuance of a Notice to Proceed.

Timeline**TASK 1.1 – DEFINE GOALS AND OBJECTIVES: January 1, 2018 – June 30, 2018**

Subtask 1.1.1 Pre-Bootcamp teleconference

Subtask 1.1.2 Develop Bootcamp Materials and Deliverables

Subtask 1.1.3 Bootcamp delivery

Subtask 1.1.4 Post-Bootcamp review

TOTAL SCHEDULED PAYMENTS:**6 Months**

\$21,000.00 per Bootcamp Program for up to two (2) Bootcamp Programs to be held in South (1) and North Beach (1) between January 1, 2018 and June 30, 2018, not to exceed a total of \$42,000.00 for all Bootcamp Programs and subject to City funding availability

Letter of Commitment

The purpose of this letter is to inform you, you have signed up for the Digital Citizens Coding Bootcamp Program (Program) and to establish a level of your commitment for the period of the Program. Because we have many applicants for each Program and a waitlist, we want to ensure that you are dedicated and committed to completing the entire Program and provide best efforts to attend all classes.

Please read below and sign this form to indicate that you understand our expectations and that you will commit to the Digital Citizens Coding Bootcamp Program.

1. You agree to attend each session of the Program for the entire 8 weeks; with reasonable understanding of missing a day or two.
2. You agree that you will make an effort to participate in every activity, group project, and the end-of-the Program presentation.
3. You agree to conduct yourself with dignity and respect towards all participants, the instructor, and administration staff.
4. You agree to give 24hr notice before missing a session; as each session is essential for understanding the coding language.
5. You agree that failing to comply with any of the above will result in cancellation of your participation in the Program and we will provide an opportunity for the next person on the waitlist.

We will make every effort to make this process as fair as possible and to provide you with an enjoyable experience.

Any questions? Call Sir Charles Hill (305) 399-5556 or email: sircharles@ecotechvisions.com.

I agree to all of the points outlined in this Letter of Commitment for the Digital Citizens Coding Bootcamp Program to be held _____.

Print Name

Date

Signature

Phone

Administrative Signature: _____

Date: _____

ORGANIZATION DEVELOPMENT PERFORMANCE INITIATIVES

DATE:	12/12/2017
TO:	Jimmy Morales
FROM:	Dr. Leslie Rosenfeld
SUBJECT:	ECO Tech Professional Services Agreement

Routing

Kathie Brooks	
Alex Denis	

[Handwritten signature]
[Handwritten signature] (EXEMPT TRAINING SUS)

For:

	Information Only
X	Review and approval
X	City Manager's Signature
	Other Signature _____
	Other

Comments:

ECO Tech Professional Services Agreement

Return to:

Leslie Rosenfeld

X7020

Date Needed: ASAP