

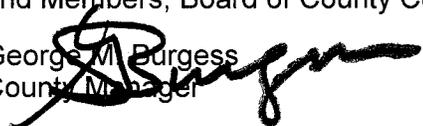
Memorandum



Date: October 19, 2004

To: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

Agenda Item No. 9(F)(1)(A)

From: George M. Burgess
County Manager 

Subject: Resolution authorizing execution of an Agreement with World Trade Center Miami to conduct a Trader/Maker Alliance Program through the Jay Malina International Trade Consortium of Miami-Dade County

This agenda item is being added on due to the substantial lead time and considerable planning required for conducting a Trader-Maker Alliance mission. World Trade Center Miami (WTC) has committed, upon BCC approval, to completing the project by December 31, 2004. Any delay in the approval of the contract may conflict with other WTC commitments and may ultimately jeopardize the completion of the program this year. Additionally, with any delay, as the WTC was the sole respondent to perform this program this year, the International Trade Consortium of Miami-Dade County would have to re-advertise the project and would possibly delay next year's Trader Maker program as well.

RECOMMENDATION

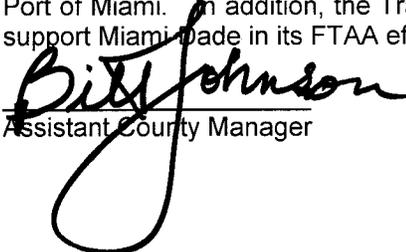
It is recommended that the Board authorize the County Manager to enter into an Agreement with the World Trade Center Miami (WTC) to conduct a Trader/Maker Alliance Program through the Jay Malina International Trade Consortium of Miami-Dade County (ITC). The objective of this program is to promote Miami-Dade County as the Gateway to the Americas and to educate business communities on the use of Miami-Dade as a logistics hub and international marketplace.

BACKGROUND

In April of 2000, when the Board of County Commissioners provided the funding for the creation of the Trade Mission Center of the Americas (now the ITC), the entity was established with an initial three-pronged program: 1) servicing incoming missions, 2) supporting and conducting outgoing trade missions, and 3) conducting missions to other North American cities to promote Miami-Dade County as a logistics and trade hub. The North American mission component was dubbed the Trader/Maker Alliance Program and its goal was to identify manufacturing ("maker") cities, and send groups of Miami-Dade County executives and business people to these cities in order to inform business executives of the advantages of using Miami-Dade County's infrastructure and services.

In order to ensure community awareness of this solicitation, the ITC advertised in the Miami Times, July 28 – August 3, 2004; in the Daily Business Review, August 2, 2004; and in Diario Las Americas, August 4 2004, respectively, at a funding level of \$12,500. The WTC was the sole respondent to these notices for conducting the Trader/ Maker Program.

Since its inception, the Trader/Maker Alliance Program has been carried out by the WTC. In the 2000-2001 fiscal year, the WTC conducted two successful missions to North American Cities – one to Cleveland, Ohio USA and the other to Montreal, Canada. One hundred and sixty executives attended these briefings. Also, for the 2002-2003 program year, WTC conducted a Trader/Maker mission to Charleston, South Carolina. Forty-one corporate executives attended the program, which also included presentations by both Miami International Airport and the Port of Miami. In addition, the Trader/Maker Alliance Program provides a platform for lobbying other US cities to support Miami-Dade in its FTAA efforts.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. **DATE:** October 19, 2004
and Members, Board of County Commissioners

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 9(F)(1)(A)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(F)(1)(A)
10-19-04

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT WITH THE WORLD TRADE CENTER MIAMI TO CONDUCT A TRADER/MAKER PROGRAM ON BEHALF OF THE JAY MALINA INTERNATIONAL TRADE CONSORTIUM OF MIAMI-DADE COUNTY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds that it is in the best interest of Miami-Dade County to enter into an Agreement with the World Trade Center Miami to conduct a Trader/Maker Program on behalf of the Jay Malina International Trade Consortium of Miami-Dade County.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of October, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Stephen Stieglitz



International Trade Consortium (ITC)

TRADER/MAKER ALLIANCE PROGRAM
FY 2003-2004

This Agreement is entered into this _____ day of _____, 2004, by and between the Jay Malina International Trade Consortium of Miami-Dade County (hereafter referred to as ITC), and the World Trader Center Miami, (herein referred to as the "Grantee"), in furtherance of a Trader/Maker Alliance Program and in consideration for the Grantee's agreement to abide by all the following terms and considerations set forth in Articles I, through IX and Exhibits A, B and C herein referenced.

ARTICLE I

GRANT AND GRANTEE DESCRIPTION

- 1. Corporate name of Grantee World Trade Center Miami
2. Total Amount of Grant \$12,500
3. Scope of Services (See Exhibit A, attached hereto)
4. Budget and Payment Schedule (See Exhibit B, attached hereto)
5. Universal Affidavits (See Exhibit C, attached hereto)
6. Expenditure Deadline December 31, 2004
7. Final Report Deadline December 31, 2004

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA by its
BOARD OF COUNTY COMMISSIONERS on the
_____ day of _____, 2004

Clerk, Miami-Dade County Commission

BY _____
County Manager
GRANTEE:

on the _____ day of _____, 2004
Federal Identification # 591369971

(Grantee's Corporate Seal)

BY Charlotte Crallogky
Printed Name of Chairman or President
Signature

BY _____
Printed Name/Chief Fiscal Officer

Approved for form and
legal sufficiency:

BY _____
Signature

Assistant Miami-Dade County Attorney
Director

BY _____
Printed Name/Executive

Signature

ARTICLE II
Amount Payable

Subject to available funds, the maximum amount payable under this Agreement shall not exceed \$12,500.

ARTICLE III
Scope of Services

The Grantee agrees to render services in accordance with the Scope of Service and Budget, which are incorporated herein and attached hereto as Exhibits A and B.

ARTICLE IV
Indemnification

It is expressly understood and intended that the Grantee is only a recipient of funding support and is not an agent, employee or officer of the ITC.

The ITC shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, for its own acts, omissions to act to negligence to the ITC. The Grantee shall indemnify and save the ITC and its past, present and future officials, employees and agents harmless from any and all claims, liability, losses or causes or action which may arise out of this Agreement. The Grantee, directly or through its insurance carrier, shall pay all claims and losses of any nature whatsoever, in connection therewith and shall defend all suits, in the name of the ITC when applicable, and shall pay all costs and judgments which may issue thereon.

ARTICLE V
Service Agreement

The Grantee agrees to complete the Services, as approved for grant assistance, in accordance with the conditions outlined in the Scope of Service and Budget, attached hereto as Exhibits A and B, and incorporated herein for all purposes. The Grantee shall be responsible for all the work performed and all the expenses as a result of the Service Agreement. The Grantee understands and agrees that any work performed or expenses incurred in this Service Agreement are undertaken at the sole risk of the Grantee. ITC shall not be financially liable for any expenses incurred in connection with the Service Agreement by the Grantee or its professional consultants, contractors, or agents.

ARTICLE VI
Totality of Agreement/ Severability of Provisions

This instrument, including the attachments expressly referenced below embodies the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained therein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal

or written between the parties. No amendment shall be effective unless in writing and properly executed by the parties.

This Agreement contains all the terms and conditions agreed upon by the parties. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

If any provisions of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE VII Applicable Laws

The Agreement is executed and entered into in Miami-Dade County, Florida and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Miami-Dade County and the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.

If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term of provision shall be deemed stricken.

ARTICLE VIII Notices

It is understood and agreed between the parties hereto that written notice addressed to the ITC will be to Jay Malina International Trade Consortium of Miami-Dade County, 111 N.W. 1st Street, Suite 2560, Miami, Florida 33128-1994. Written notice addressed to the Grantee and mailed or delivered to 777 N.W. 72nd Ave, Suite 3BB65, Miami, Florida 33126 shall constitute sufficient notice to either party to comply with the terms of this Agreement.

ARTICLE IX Agreement Guidelines

The Grantee agrees to comply with all applicable Federal, State and County law, rules and regulations, which are incorporated herein, by reference or fully set forth herein.

ARTICLE X Autonomy

Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties.

ARTICLE XI Payment

Subject to the limitation set forth in this Agreement, funds in the amount of \$12,500 have been reserved for the Grantee by the ITC on a reimbursable basis. Payments shall be made as follows: twenty-five percent upon the execution of this agreement, and seventy five percent after completion of the project of submission of the Final Report to the Executive Director of the ITC. The ITC agrees to pay the Grantee for services rendered under this Agreement based on the payment schedule, the line item budget, or both, incorporated herein as Exhibit B. The Grantee agrees to submit payments requests to the ITC accompanied by such documentation as requested by the ITC.

A. Conditions for Payment

1. The parties agree that this is a service based Agreement and that Grantee will be paid for allowable expenses based on the budget approved through this Agreement
2. Requests for payment are to be presented to the ITC by the Grantee as it is stipulated in Exhibit B.
3. The Grantee shall not be eligible for reimbursement until the Grantee has complied with all the reporting procedures conditions set forth in Exhibit A. No costs incurred after the end of the Service Agreement will be eligible for reimbursement, unless otherwise agreed by the parties. No payments shall be made to Grantee until Grantee has complied with all reporting procedures outlined on Exhibit A.

B. Payments Restrictions and Modifications

In no event shall ITC funds be advanced to any subcontractor hereunder.

C. Payment Requests and Modifications

The Grantee agrees to submit a Payment Request and to submit a detailed expenditure report with each payment request. This report shall cover the period through the date of the payment request. Any payment shall be withheld if the ITC determines the Grantee is not in compliance with this Agreement such as, but not limited to failure to submit all reports and documents required under this Agreement. The ITC will release payment when the Grantee is in compliance with this Agreement.

D. Receiving the Payment

After the ITC reviews and approves the payment request, the ITC will issue and mail the check directly to the Grantee at the address listed on Article I, Notices, of this Agreement, unless otherwise directed by the Grantee in writing. The parties agree that the processing of a payment request from date of submission by the ITC to the time of receipt of the check by the Grantee should take no more than 60 days.

ARTICLE XII
Accounting Records

The Grantee shall keep accounting records, which conform to generally accept accounting principles. All such records will be retained by the Grantee for not less than five (5) years beyond the term of this Agreement.

ARTICLE XIII
Financial Audit

If the Grantee has an annual certified public accountant's opinion and related financial statements, the Grantee agrees to provide these documents to the ITC no later than ninety (90) days following the end of the ITC's fiscal year, for each year during which this Agreement remains in force or until all funds earned from this Agreement have been so audited, whichever is later.

ARTICLE XIV
Identification

It is understood and agreed between the parties hereto that this Grantee is funded by ITC. Further, by the acceptance of these funds the Grantee agrees that events carried out to publicize the accomplishments of any activity by this Agreement recognize the ITC as the funding source.

ARTICLE XV
Remedies, Suspension and Termination

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this agreement, shall impair any such right, power or remedy of either party, nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

- A. If, for any reason, the Grantee should fail to fulfill in a timely and proper manner its obligation under this Agreement, or should violate any of the covenants, Agreements, or stipulations of the Agreement, the ITC shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) before the effective date of such termination. Termination is the cancellation of grant assistance, in whole or in part, under a grant or project at any time prior to the date of completion.
- B. If, for any reason, the Grantee should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the ITC shall, whenever practicable terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date of such termination. The ITC may terminate or cancel any other contracts which such individual or other entity has with the ITC and that such individual or entity shall be responsible for all direct and indirect cost associated with such termination or cancellation, including attorney's fees. Any individual or entity that attempts to meet its contractual obligations with the ITC through fraud, misrepresentation or material misstatement may be debarred from ITC contracting for up to five (5) years.

- C. Notwithstanding the above, the Grantee shall not be relieved of liability to the ITC for damages sustained by the ITC by virtue of any breach of the Agreement by the Grantee, and the ITC may withhold any payments to the Grantee until such time as the exact amount of damages due the ITC from the Grantee is determined.
- D. Both parties agree that either party may terminate this Agreement hereto by written notice to the other party of such intent to terminate at least (60) sixty days prior to the effective date of such termination.
- E. When the Grantee has materially failed to comply with the terms and conditions of the grant, the ITC may suspend the grant after giving the Grantee reasonable notice (usually 30 calendar days and an opportunity to show cause why the grant should not be suspended. Suspension is action taken by the ITC, which temporarily withdraws or limits the Grantee's authority to utilize grant assistance pending corrective action by the Grantee as specified by the ITC or pending a decision by the ITC to terminate the grant. The notice of suspension will detail the reasons for the suspension, any corrective action required of the Grantee, and the effective date of the suspension.
- F. No commitment of funds incurred by the Grantee during the period of suspension will be allowed under the suspended grant, unless the ITC expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs, which the Grantee could not reasonably avoid during the suspension period, will be allowed if they result from charges properly incurred by the Grantee before the effective date of the suspension, and not in anticipation of suspension or termination. Third party contributions applicable to the suspension period shall not be allowed in satisfaction of matching share requirements, unless otherwise agreed by the parties.
- G. Appropriate adjustments to the payments submitted after the effective date of suspension under the suspended grant will be made by withholding future payments and not allowing the Grantee credit for disbursements made in payment of unauthorized costs incurred during the suspension. Suspensions will remain in effect until the Grantee has taken corrective action to the satisfaction of the ITC or given written evidence satisfactory to the ITC that corrective action will be taken, or until the ITC terminates the grant.
- H. This agreement shall be terminated by the ITC because of failure of the Grantee to fulfill its obligation under the agreement in a timely or satisfactory manner. Satisfaction of obligation by the Grantee shall be determined by ITC. The ITC shall provide Grantee a written notice of default letter. Grantee shall have 15 calendar days to cure the default. If the default is not cured by Grantee within the stated period, the ITCA shall terminate this agreement. Notice shall be sufficient if it is delivered to party personally or mailed to its specified address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.
- I. The ITC or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

- J. The Grantee may unilaterally cancel the grant at any time prior to payment on the grant, although the ITC must be notified in writing. After payment, the Project may not be terminated, modified, or amended by the Grantee.
- K. When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The ITC will allow of the non-cancelable obligations properly incurred by the Grantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

ARTICLE XVI
Restriction of Funds Use

These grants funds will not be use for lobbying the Legislature, the judicial branch, for lobbying any state agency, or Miami-Dade County. The funds received under this Agreement will not be used to supplant other funds. As no time shall the Grantee commingle funds authorized under this Agreement with funds received from any other funding source. In no event shall these funds be used for religious purposes.

ARTICLE XVII
Access to Records

The Grantee shall provide access to all of its records and agrees to provide such assistance as may be necessary to facilitate their review by the ITC or Miami-Dade County when deemed necessary to insure compliance with applicable accounting financial standards.

The Grantee shall make all records or documents, which relate to this Agreement available to agents of the State of Florida, Miami-Dade County or ITC at the Grantee's place of business during regular business hours. Records must be maintained for at least five years. The ITC shall unilaterally cancel this Agreement in the event that the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement.

ARTICLE XVIII
Sub-contracts

The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, PROVIDED THAT it is understood by the Grantee that the ITC shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Neither party shall assign, sublicense, or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the ITC, which consent, shall not be unreasonably withheld. If the ITC approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement.

ARTICLE XIX
Modification

Any modifications, alterations variations or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

The ITC and the Grantee mutually agree that the modification of set forth herein and other such revisions may be negotiated between the parties in writing and shall not require an amendment to this Agreement.

EXHIBIT A
SCOPE OF SERVICES
TRADER/MAKER ALLIANCE PROGRAM

A.I INTRODUCTION

The goals of this Program are to:

- Increase two-way cargo flows for the Port of Miami and Miami International Airport;
- Expand business opportunities for international companies in Miami-Dade County.
- Strengthen Miami-Dade County's position as the "Gateway to the Americas" in support of its bid for the Permanent Secretariat of the Free Trade Area of the Americas (FTAA).

A.II PROPOSAL

The World Trade Center Miami will continue with its "Trader/Maker Alliance" Program by conducting an outgoing market orientation and business opportunity mission to a North American city. The mission will promote the use of Miami's international trade infrastructure and its international business community to assist food and beverage as well as wine and spirits producers and distributors from the selected city to export their products to high demand markets in the Americas via Miami-Dade County.

A.III OBJECTIVES

The objectives of the program are to:

- Identify a city in North America which has manufacturing sectors that produce food, beverage, wine and spirits products which have high export sales potential in Latin America, Central America and /or the Caribbean;
- Determine the level of interest of the food and beverage producers in the selected city in using Miami-Dade County, (its infrastructure and business community) as either a logistics and/or marketing platform for initiating or expanding their sales in Latin America, Central America and/or the Caribbean;
- Promote Miami-Dade County's infrastructure and trade community by leading an outgoing briefing mission and thus taking a proactive response to challenges to Miami-Dade's strategic position as the "Gateway to the Americas" being made by such cities as Atlanta, Houston, New York City and Los Angeles.
- Promote Miami-Dade County by presenting potential partners with direct trade opportunities.

A.IV WORK PROGRAM

The World Trade Center Miami, on behalf of the ITC, will undertake the following Work Program:

- 1.) Select and present the proposed city and mission schedule to the ITC Executive Director for approval.

- 2.) Approach organizations (World Trade Centers, Chambers of Commerce, Manufacturing Associations, Economic Development Agencies) in the selected city to determine their interest in exploring sales opportunities in the Americas.
- 3.) Arrange a meeting schedule for the Executive Director of the ITC to meet with and provide a briefing for senior executives from the city and county, officials from economic development organizations, Chambers of Commerce, exporters associations, manufacturing associations and World Trade Centers.
- 4.) Assemble and organize a mission team consisting of the Executive Director of the ITC and staff from the World Trade Center Miami to meet with the largest food, beverage, wine and spirits producers.
- 5.) Conduct a Mission Briefing Session for food, beverage, wine and spirits manufacturing executives in the city, showing:
 - Sales opportunities in the Americas for their products;
 - Information on selected high growth Latin American and Caribbean markets and products;
 - Advantages of using Miami-Dade as a base of operations for marketing forays into the Americas.

The Mission Briefing Sessions will cover the following topics:

- Market overview
- Top selling products in the food and beverage and wine and spirits sectors
- Leading markets
- Product and market trends
- Transportation and distribution
- Use of agents and distributors

A.V DELIVERABLES

Marketing materials for Mission Briefing Session

End-of-Mission Report

A.VI REPORTING/OTHER REQUIREMENTS/EVALUATION

The WTC Miami will clear the city of choice with the ITC Executive Director.

The WTC Miami will produce an End-of-Mission Report for the ITC.

The End-of-Mission Report must be submitted to the ITC within 45 days after the completion of the mission. The End-of-Mission report shall include, but not be limited to the following items:

- Total number of World Trade Center Miami and ITC staff participating in the mission;

- List of city manufacturers, food and beverage producers, distributors and other represented sectors and list of participants;
- Number of new-to-export companies;
- Number of companies interested in expanding their sales to new markets and in considering new trade opportunities available for producers of food, beverage, wine and spirits; and
- Recommendations for the next phase of the program.

Criteria for Determining a Satisfactory Mission Briefing Session

The ITC will determine the satisfactory completion of each mission according to the following criteria:

	Maximum Assignable Points
1. Professional experience of the members of the Team	30
2. Evidence that the WTC Miami has prepared the Team	30
3. Appointments for the Executive Director of the ITC with top economic development and business officials including economic development officers, World Trade Center, Chambers of Commerce, air and seaports, manufacturers associations, exporters organizations and other international groups.	40
4. Quality of the Mission City participants (VP's, Sales Directors, Marketing Managers, etc.)	40
5. Number of food, beverage, wine & spirits producers met with during visit*	40
6. Evidence of follow-up activity after the mission	20
TOTAL POINTS	200

Mission Briefing Session must score a minimum of 125 point in order to be considered satisfactory

*Minimum of 30.

EXHIBIT B
BUDGET and PAYMENT SCHEDULE

B. I. Project Consultation Fee	\$12,500
<u>TOTAL</u>	\$12,500

B.II. PAYMENT SCHEDULE

- 33% upon execution of the Agreement
- 33% on completion of the Mission
- 34% upon submission of end-of-mission report

ORIGINAL RECEIPTS COVERING EXPENSES MUST BE KEPT BY THE GRANTEE FOR A PERIOD OF NO LESS THAN THREE YEARS.

Exhibit C
MIAMI-DADE COUNTY AFFIDAVITS

Each section of this form must be read, and initialed indicating acceptance and/or compliance with the County's policy related to the particular affidavit. For affidavit sections that you do not believe are applicable to your organization, please indicate this by placing "N/A" in the blank and your initials next to the "N/A." ALL SECTIONS MUST BE COMPLETED, either with your initials indicating compliance or "N/A" indicating non-applicable. **Sections not completed on the Affidavit will render the entire Universal Affidavit null and void and it will be returned to you for completion.**

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT, MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT, MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT, and MIAMI-DADE COUNTY DISABILITY NONDISCRIMINATION AFFIDAVIT shall not pertain to contracts with the United States or any departments or agencies thereof, the State of Florida or any political subdivision or agency thereof, or any municipality of this State. The MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies, the State of Florida or any political subdivision or agency thereof, it shall, however, pertain to municipalities of the State of Florida.

I, Charlotte Gallogly being first duly sworn state:
(Name of Affiant)

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

59-1369971
Federal Employer Identification Number (If none, Social Security)

World Trade Center Miami, Inc.
Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (if same as above, leave blank)

777 NW 72 Ave., Suite 3BB65 Miami Florida 33126
Street Address City State Zip Code

I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State of Florida or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
N/A		%
		%

2. The full legal name and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are (Post Office addresses are not acceptable).

N/A

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500) or imprisonment in the County jail for up to sixty (60) days or both.

II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133. Amending sec. 2.8-1: Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

- 1. Does your firm have a collective bargaining agreement with your employees?
 Yes No
- 2. Does your firm provide paid health care benefits for its employees?
 Yes No
- 3. Provide current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender.

White:	<u>1</u> Males	<u>1</u> Females
Black:	<u> </u> Males	<u>1</u> Females
Hispanic:	<u> </u> Males	<u>5</u> Females
Native American:	<u> </u> Males	<u> </u> Females
Asian:	<u> </u> Males	<u> </u> Females
Aleut (Eskimo):	<u> </u> Males	<u> </u> Females
_____:	<u> </u> Males	<u> </u> Females

III. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County has has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County has has not as of the date of this affidavit been convicted of a felony during the past (10) years.

IV. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace;
2. the firm's policy of maintaining a drug-free environment at all workplaces;
3. availability of drug counseling, rehabilitation and employee assistance programs;
4. penalties that may be imposed upon employees for drug abuse violations.

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

V. MIAMI-DADE COUNTY EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq. of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Miami-Dade County for each working day during each twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however pertain to municipalities of this State.

VI. MIAMI-DADE COUNTY DISABILITY NONDISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat. 327, 42 U. S. C. 12101-12213 and 47 U. S. C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodation and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973,

29 U.S.C. Section 794: The Federal Transit Act, as amended 49 U.S.C. Section 1612: The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State.

VII. MIAMI-DADE COUNTY AFFIDAVIT REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code).

Except for small purchase orders and sole source contracts, the above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

VIII. MIAMI-DADE COUNTY WELFARE REFORM WORK PARTICIPATION AFFIDAVIT (Resolution R-702-98, as amended by Resolution R-358-99).

Please check one of the following options:

This entity is a governmental entity and is therefore exempt from the provisions of Resolution No. R-702-98, as amended by Resolution R-358-99.

This entity is a not-for-profit organization and is therefore exempt from the provisions of Resolution No. R-702-98, as amended by Resolution R-358-99.

This entity is a recipient of a grant award and is therefore exempt from the provisions of Resolution No. R-702-98, as amended by Resolution R-358-99.

This entity has a contract with the County that results in actual payment of less than \$500,000 and is therefore exempt from the provisions of Resolution No. R-702-98.

This entity can demonstrate that five percent (5%) of its work force consists of individuals who reside in Miami-Dade County and who have lost or who will lose cash assistance benefits (formerly Aid to Families with Dependent Children or "AFDC") as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, and therefore, requests a waiver of the requirements of Resolution No. R-702-98, as amended by Resolution R-358-99.

This entity has a contract with the County that results in actual payment of \$500,000 or more, and therefore, will contribute to Project Fresh Start, the County's welfare-to-work initiative, based on the following scale:

If the entity has a contract with the County that results in actual payment of an amount between:

\$500,000 to \$1,000,000	then that entity shall contribute	\$5,000
\$1,000,001 to \$5,000,000	then that entity shall contribute	\$10,000
\$5,000,001 to \$10,000,000	then that entity shall contribute	\$20,000
\$10,000,001 and over	then that entity shall contribute	\$25,000

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have initialed all affidavits that pertain to this contract and have indicated by "NA" all affidavits that do not pertain to this contract.

By: C Pready
(Signature of Affiant)

8/20/2004
(Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 20 day of AUGUST, 2004 by CHARLOTTE GALLOGLY.

He/She:

- is personally known to me - or -
- has produced _____ as identification.

(Type of Identification)

Evelyn Rhodes Notary Public
(Signature of Notary)

EVELYN RHODES
(Name of Notary Typed, Printed or Stamped)



EVELYN RHODES
MY COMMISSION # DD 249942
EXPIRES: October 3, 2007
Bonded Thru Budget Notary Services

State of Florida - County of DADE

Imprint of Notary Seal

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