

MEMORANDUM

Agenda Item No. 11(A)(8)

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**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

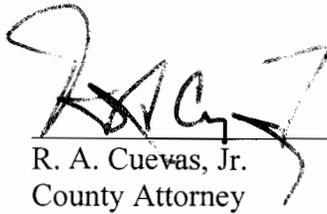
**DATE:** July 1, 2008

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

**SUBJECT:** Resolution ratifying the  
action of the Executive  
Director of the Jay Malina  
International Trade Consortium  
as authorized by Section §2-1505(i)  
of the Code of Miami-Dade County  
in executing the agreement between  
FIU and Miami-Dade County

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The accompanying resolution was prepared and placed on the agenda at the request of  
Prime Sponsor Commissioner Natacha Seijas.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/cp



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** July 1, 2008

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

**SUBJECT:** Agenda Item No. 11(A)(8)

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. 11(A)(8)  
7-1-08

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RATIFYING THE ACTION OF THE EXECUTIVE DIRECTOR OF THE JAY MALINA INTERNATIONAL TRADE CONSORTIUM, AS AUTHORIZED BY SECTION §2-1505(i) OF THE CODE OF MIAMI-DADE COUNTY, IN EXECUTING THE ATTACHED AGREEMENT BETWEEN FLORIDA INTERNATIONAL UNIVERSITY (FIU) AND MIAMI-DADE COUNTY TO PROVIDE INTERNATIONAL TRADE PROMOTION & WORKFORCE EDUCATION AND TRAINING

**WHEREAS**, the Jay Malina International Trade Consortium (ITC) is the Miami-Dade County department charged with promoting trade; and

**WHEREAS**, the ITC's adopted budget for FY 2007-08 includes a line item for an agreement with FIU in furtherance of a project that supports Miami-Dade County's trade efforts and the mission of the ITC; and

**WHEREAS**, the ITC, in collaboration with the County Attorney's Office and FIU, developed the agreement attached as Exhibit A hereto for a project that addresses International Trade Promotion & Workforce Education and Training which agreement FIU has executed; and

**WHEREAS**, the Executive Director of the ITC is authorized by Section §2-1505(i) of the Code of Miami-Dade County to enter into contracts on behalf of the County with other entities which contracts shall subsequently be submitted to the Board of County Commissioners for ratification; and

**WHEREAS**, pursuant to such authority, the Executive Director of the ITC executed the above-referenced agreement with FIU; and

**WHEREAS**, pursuant to the requirements of County Code §2-1505(i), the above-referenced contract is hereby submitted to the Board of County Commissioners for ratification,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**

**COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board ratifies the action of the Executive Director of the ITC, as authorized by Section §2-1505(i) of the Code of Miami-Dade County, in executing the agreement between FIU and Miami-Dade County that is attached as Exhibit A hereto and is made a part hereof.

The Prime Sponsor of the foregoing resolution is Commissioner Natacha Seijas. It 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:

- |                      |                                    |
|----------------------|------------------------------------|
|                      | Bruno A. Barreiro, Chairman        |
|                      | Barbara J. Jordan, Vice-Chairwoman |
| Jose "Pepe" Diaz     | Audrey M. Edmonson                 |
| Carlos A. Gimenez    | Sally A. Heyman                    |
| Joe A. Martinez      | Dennis C. Moss                     |
| Dorrin D. Rolle      | Natacha Seijas                     |
| Katy Sorenson        | Rebeca Sosa                        |
| Sen. Javier D. Souto |                                    |

The Chairman thereupon declared the resolution duly passed and adopted this 1st day of July, 2008. 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: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. 



**AGREEMENT**

This Agreement is entered onto this 6<sup>th</sup> day of May, 2008, by and between Miami-Dade County (hereafter referred to as the "County") and The Florida International University Board of Trustees (herein referred to as the "Grantee") for the benefit of its Center for Transnational and Comparative Studies, in furtherance of a project to support Miami-Dade County's Economic Development initiative that addresses two primary objectives: International Trade Promotion & Workforce Education and Training. The Grantee agrees to abide by all the following terms and considerations set forth in Articles I through XX and the Exhibits herein referenced.

**ARTICLE I  
GRANT AND GRANTEE DESCRIPTION**

- |                          |  |
|--------------------------|--|
| 1. Name of Grantee       | The Florida International University Board of Trustees |
| 2. Total Amount of Grant | \$100,000  |
| 3. Scope of Service      | (See Exhibit A, attached hereto)                       |
| 4. Budget                | (See Exhibit B, attached hereto)                       |
| 5. Payment Schedule      | (See Exhibit C, attached hereto)                       |
| 6. Expenditure Deadline  | September 30, 2008                                     |
| 7. Final Report Deadline | October 15, 2008                                       |

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 \_\_\_\_\_, 2008

\_\_\_\_\_  
Clerk of the Miami-Dade County  
Board of County Commissioners

BY [Signature]  
~~County Manager~~  
ITC Executive Director  
**GRANTEE:**

on the \_\_\_\_\_ day of \_\_\_\_\_, 2008  
Federal Identification # 65-0177616

(Grantee's Corporate Seal)

\_\_\_\_\_  
Signature  
BY [Signature]  
Roberto M. Gutierrez, Director, Pre-Award

Approved for form and  
legal sufficiency  
[Signature]  
Assistant Miami-Dade County Attorney

BY \_\_\_\_\_  
Signature  
BY [Signature]  
Aida Reus, Assoc. Director, Post-Award

\_\_\_\_\_  
Signature

ARTICLE II  
Amount Payable

Subject to available funds, the maximum amount payable under this Agreement shall not exceed \$ 100,000 . The parties agree that should funding to the County be reduced, the amount payable under this Agreement may be proportionately reduced at the option to the County. In the event that funding is reduced to the County, the Grantee will be notified in writing within 14 days of such occurrence and will be allowed to reduce the scope of services proportionately.

ARTICLE III  
Scope of Services

The Grantee agrees to render services in accordance with this Agreement, the Scope of Services and Universal Affidavits, which are incorporated herein and attached hereto as Exhibits A, B and C (“the Project”).

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 County.

The County 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, omissions to act, or negligence arising out of the Grantee’s performance pursuant to this Agreement except to the extent allowed by Fla. Stat. Section 768.28. To the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the Grantee shall indemnify and save the County 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 Grantee’s performance pursuant to 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 County when applicable, and shall pay all costs and judgments which may issue thereon to the extent permitted by and within the limitations of Fla. Stat. Section 768.28.

ARTICLE V  
Project

The Grantee agrees to complete the Project, as approved for grant assistance, in accordance with the conditions outlined in the Scope of Services 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 Project. The Grantee understands and agrees that any work performed or expenses incurred on the Project are undertaken at the sole risk of the Grantee. The County shall not be financially liable for any expenses incurred in connection with the Project by the Grantee or its professional consultants, contractors, or agents, except for payment to Grantee as provided by this Agreement.

ARTICLE VI

Totality of Agreement/ Severability of Provisions/Construction

This instrument, including the attachments expressly referenced above 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.

The parties agree that this agreement is a negotiated agreement that its provisions have been typed in part by one party for the convenience of the other and that such provisions and the Agreement in its entirety shall not be construed for or against either party as a result.

ARTICLE VII

Applicable Laws/Venue

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. Venue for any action construing or enforcing this Agreement shall lie exclusively with courts of competent jurisdiction within the geographic boundaries of Miami-Dade County.

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 County will be to the Jay Malina International Trade Consortium of Miami-Dade County, 111 N.W. 1<sup>st</sup> Street, Suite 2560, Miami, Florida 33128-1994. Written notice addressed to the Grantee shall be to the Director of the Center for Transnational and Comparative Studies, Florida International University, University Park Campus, 11200 SW 8<sup>th</sup>, Street, DM 368 Miami, Florida 33199 and mail or delivery to the respective address shall constitute sufficient notice 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, grants-in-aid funds in the amount up to \$100,000 have been reserved for the Grantee by the County.

A. Conditions for Payment

1. The parties agree that this is a service Agreement and that Grantee will be paid based on the budget approved through this Agreement
2. Requests for payment are to be presented to the County by the Grantee as it is stipulated in the Exhibits A, B and C.
3. The Grantee agrees to complete the Project by September 30, 2008 . The Grantee shall not be eligible for reimbursement until the Grantee has complied with all the reporting procedures and conditions set forth in Exhibits A and B. No costs incurred after the above Project work completion date will be eligible for payment, unless otherwise agreed by the parties in writing. No payments shall be made to Grantee until Grantee has complied with all reporting procedures outlined on Exhibits A and B.
4. Upon completion of the Project, the report(s) issued shall be the sole property of the County. County hereby grants to Grantee a royalty-free non-exclusive license to use the information in the report for educational and scholarly purposes. Nothing in this agreement shall prevent Grantee or its employees and students from copyrighting scholarly articles, materials and presentations relating to the work conducted under this Agreement.

B. Payments Restrictions and Modifications

In no event shall County funds be paid to any subcontractor in advance of such subcontractor rendering satisfactory services within the Scope of Services required by this Agreement.

C. Payment Requests and Modifications

The Grantee agrees to submit an invoice for each payment due pursuant to Exhibit "C". Any payment shall be withheld if the County

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 County will release payment when the Grantee is in compliance with this Agreement.

D. Receiving the Payment

After the County reviews and approves the payment request, the County will issue and mail the check directly to the Grantee at the address listed on Grantee's invoice, unless otherwise directed by the Grantee in writing. The parties agree that the processing of a payment request from date of submission to the County to the time of receipt of the check by the Grantee could take up to 90 days.

ARTICLE XII  
Accounting Records

The Grantee shall keep accounting records, which conform to generally accepted 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 County no later than ninety (90) days following the end of the County'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 the County. Further, by the acceptance of these funds the Grantee agrees that events carried out to publicize the accomplishments of any activity conducted pursuant to Agreement shall recognize the County 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 attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate this Agreement by

giving written notice to the Grantee of such termination and specifying the effective date of such termination. Any individual or entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years.

- B. Notwithstanding the above, the Grantee shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due the County from the Grantee is determined.
- C. 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.
- D. When the Grantee has materially failed to comply with the terms and conditions of the grant set forth in this Agreement, the County 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 County, which temporarily withdraws or limits the Grantee's authority to utilize grant funding pending corrective action by the Grantee as specified by the County or pending a decision by the County 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.
- E. No commitment of funds incurred by the Grantee during the period of suspension will be allowed under the suspended grant, unless the County expressly authorizes it 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 or matching share requirements, unless otherwise agreed by the parties.
- F. Appropriate adjustments to the payments submitted after the effective date of suspension under the suspended grant will be made by withholding future payments during the suspension period 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 County or given written evidence satisfactory to the County that corrective action will be taken, or until the County terminates the grant.
- G. This agreement shall be terminated by the County in the event of failure of the Grantee to fulfill its obligation under this Agreement in a timely or satisfactory manner. Satisfaction of obligation by the Grantee shall be determined by the County. The County 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 County shall terminate this agreement. Notice shall be sufficient if it is

delivered to any party personally or mailed to its designated address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

- H. The County 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.
- I. The Grantee may unilaterally cancel the grant at any time prior to the initial payment of any grant money, although the County must be notified in writing in advance. After payment of any grant money to the Grantee, the Project may not be terminated, modified, or amended by the Grantee.
- J. 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 County will allow payment 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 and Grantee agrees that it is not entitled to payment or reimbursement of any costs incurred after the effective date of termination.

ARTICLE XVI  
Options to Renew

The County, acting through the Executive Director of the ITC, shall have the option to renew this Agreement for two (2) one-year periods and to make any necessary modifications to the deadlines in the scope of services consistent with the exercise of such options to renew. To exercise such options to renew, the Executive Director of the ITC shall provide written notice of the County's decision to exercise the option to renew to FIU no less than sixty (60) days before the end of the existing term of this Agreement.

ARTICLE XVII  
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. Ats 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 XVIII  
Access to Records

The Grantee shall provide access to all of its records relating to this Agreement on dates and times mutually agreed upon by the parties and agrees to provide such assistance as may be reasonably necessary and to the extent Grantee's resources permit, to facilitate their review by the County 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 at the Grantee's place of business during regular business hours on dates mutually agreed upon by the parties. Records must be maintained for at least five years. The County 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 XIX  
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 Grantee must seek and obtain advance approval from the County of the specific subcontractor that Grantee seeks to use to perform any of the services required by this Agreement, which approval the County shall not unreasonably withhold. It is understood by the Grantee that the County shall not be liable to any 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 County, which consent, shall not be unreasonably withheld. If the County 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 XX  
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.

# **EXHIBIT A**

## **SCOPE OF SERVICES**

### **A.1 INTRODUCTION**

The mission of the Jay Malina International Trade Consortium (ITC) is to promote trade involving Miami-Dade County and in so doing improve the overall economic climate of the county for its citizens. This mission involves two overall objectives. First, the ITC must enhance the business climate that is in existence and promote that climate to constituencies around the world. Second, the ITC needs to be proactive toward ensuring that Miami-Dade remains a competitive, innovative location in order to compete successfully in a constantly changing global economy.

### **A.2 PROPOSAL**

To achieve these objectives, the ITC has partnered with Florida International University (FIU) to undertake a project during fiscal year ending September 30<sup>th</sup>, 2008. This project, which includes research and consultation, a training program, and a scholarship program addresses two main objectives: International Trade Promotion & Workforce Education and Training.

The County-supported activities will be coordinated at FIU by Dr. Sarah J. Mahler, director of FIU's Center for Transnational and Comparative Studies (TCS). TCS is an internationally oriented center with a mission of *cultivating scholarly expertise addressing critical, cross-border issues toward generating innovative solutions for local to global problems*. Dr. Mahler is a senior faculty member with considerable experience in administering research grants and projects, and will serve as Principal Investigator for the ITC contract.

### **A.3 PROJECTS AND DELIVERABLES**

#### **INTERNATIONAL TRADE PROMOTION**

##### **1. Research and Consultation on International Trade Partnerships**

In an increasingly globalized international economy the environment for trade partnerships changes constantly. This necessitates continual monitoring of different trade and business trends, treaties, milieus, opportunities and risks. Such monitoring requires specialized training and knowledge that is best provided by experts. TCS will contract with faculty from the FIU College of Business Administration to provide this expertise to the ITC and its Board. The tasks that the FIU Business faculty will accomplish for the ITC will include but not be limited to the following: analysis of trade data between Miami Dade and other

countries and regions to recommend future locations for trade missions; review of trade agreements to advise the ITC and its Board of their content and implications for Miami Dade; identification of issues that impact trade for the County; make recommendations to the ITC and its Board regarding the positions it might take on trade; preparations of 10 studies of possible countries/regions for trade missions to present to the ITC.

- **Deliverables:** Regular research and information to be provided to the ITC during the period – March 1 – September 10, 2008; periodic fast turn-around information on a case by case request (48 hour minimum timeframe); preparation of ten (10) Country Assessment Reports for ITC Board review (5 reports per each of 2 geographic regions). For country assessments, between March and September 2008, FIU to provide research and consultation to ITC staff and to two ITC Ad Hoc Regional Committees to support their selection of countries to take missions to during ITC's FY08-09. FIU is to produce (5) final Country Assessments reports for the first region by July 8, 2008 and (5) final Country Assessments reports for the second region by September 9, 2008.

## **WORKFORCE EDUCATION AND TRAINING**

### **1. Protocol Awareness Symposium/Training**

Miami Dade County recognizes that foreign visitors who come on trade missions, in diplomatic contexts and in other capacities deserve appropriate protocol. Such treatment is essential to smooth interactions and transactions and to ensure that the County puts its best face forward. To that end, and building upon the ITC's highly successful protocol symposium in October 2007, a second symposium will be organized by TCS. In contrast to the first symposium which emphasized the background to and importance of protocol in more general terms, the follow-up symposium will stress the common protocol-related issues and problems that arise in Miami Dade County with foreigners, particularly businesspeople and government officials, and when officials travel overseas on County business. This symposium will increase knowledge of and improve the skills County officials need to interact successfully with international visitors and foreign representatives.

- **Deliverable:** One half- to full-day "Protocol Symposium on International Visitor/Foreign Representative Encounters" for relevant County officials as well as other members of the community [June 30, 2008]. An evaluation of this symposium will be part of a set of suggestions for further development [July 31, 2008].

## 2. Promotion of International Studies

Study abroad experience is widely recognized as an important and effective educational tool for preparing tomorrow's business and government leaders to be globally competent and competitive in virtually every field of employment. Given that FIU's student profile includes large numbers of first generation immigrants and first generation university attendees as well as a high percentage of students who live at home and who work in addition to studying, it is imperative to provide financial assistance to students who desire to study abroad but lack the resources to participate. FIU will run a competitive and needs-based scholarship program to offer FIU students scholarships in partial coverage of costs associated with participation in FIU-approved study abroad programs during 2008. Students must have a GPA of at least 3.0 and have completed a FAFSA for the current year. Preference will be given to students pursuing programs that emphasize language competency development in Spanish and/or Portuguese, as well as programs preparing students for careers in international trade and business, international relations, and political science. Eligibility will be restricted to students who have demonstrated financial need and are fully enrolled, are US citizens or permanent residents, and are residents of Miami-Dade County. The selection committee for this project shall also include one member of the ITC Board of Directors. Individual awards will range in accordance with program costs.

➔ ***Deliverable:*** A minimum of four students will be selected by April 2008 and will travel abroad before September 30, 2008. Awardees will be required to attend one ITC Board meeting after they return to the US to provide a brief report on their experience and how they see it as relating to their workforce preparation.

#### **A.4 SUMMARY OF DELIVERABLES AND PROPOSED DELIVERY DATES**

|   |  |
|---|--|
| <u>March 1 –<br/>September 10, 2008</u> | Provide periodic research and consultation to ITC staff and ITC Ad Hoc Regional Committees.  |
| <u>April 30, 2008</u>                   | Selection of four FIU students to participate in scholarship program for qualifying FIU-approved study abroad program.   |
| <u>June 30, 2008</u>                    | Conduct a one half- to full-day “Protocol Symposium on International Visitor/Foreign Representative Encounters” for relevant County officials as well as other members of the community. |
| <u>July 8, 2008</u>                     | Preparation of 5 final Country Assessment Reports for geographic region 1 (determined by ITC).   |
| <u>July 31, 2008</u>                    | Prepare a written evaluation of the Protocol Symposium with written suggestions for further protocol development.  |
| <u>September 9, 2008</u>                | Preparation of 5 final Country Assessment Reports for geographic region 2 (determined by ITC).   |
| <u>September 30, 2008</u>               | Commencement of qualifying FIU-approved study abroad program by four FIU students that are selected to receive scholarships authorized by this Agreement.                                |
| <u>October 15, 2008</u>                 | The director of TCS will submit a comprehensive report on the contract’s activities and accomplishments for 2007-08, including a preliminary work plan for 2008-09.                      |

**EXHIBIT B**  
**2007-2008 BUDGET**

| <b><u>ITEM</u></b>                         | <b><u>COST</u></b> |
|--|--------------------|
| <b>International Trade Promotion</b>       |                    |
| Expert Research and Consultation Provision | 45,000             |
|  |                    |
|  |                    |
| <b>Workforce Education and Training</b>    |                    |
| Protocol Workshop                          | 45,000             |
| Study Abroad Scholarships                  | 10,000             |
|  |                    |
|  |                    |
| <b>TOTAL:</b>                              | <b>\$100,000</b>   |

**EXHIBIT C  
PAYMENT SCHEDULE**

| PAYMENT       | AMOUNT           | DATE DUE   |
|---------------|------------------|--|
|               |                  |  |
| 1             | \$50,000         | Upon contract execution (50%)  |
| 2             | \$20,000         | Upon satisfactory completion of Protocol Symposium deliverable   |
| 3             | \$20,000         | Upon satisfactory completion of 10 Country Assessment Reports  |
| 4             | \$10,000         | Upon satisfactory completion of Study Abroad Scholarships deliverable – selection of students and commencement of Study Abroad program |
|               |                  |  |
| <b>TOTAL:</b> | <b>\$100,000</b> |  |