MEMORANDUM

Agenda Item No. 11(A)(10)

TO:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners	**DATE:**	January 22, 2009
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution ratifying the action of Jay Malina International Trade Consortium in executing the Agreement between Gateway Florida, Inc. and Miami-Dade County to provide international trade promotion and advocacy

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/up

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: January 22, 2009

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

SUBJECT: Agenda Item No. 11(A)(10)

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)(10)
1-22-09

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 GATEWAY FLORIDA, INC. (GATEWAY FLORIDA) AND MIAMI-DADE COUNTY TO PROVIDE INTERNATIONAL TRADE PROMOTION AND ADVOCACY

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 2008-09 includes a line item for an agreement with Gateway Florida 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 Gateway Florida, developed the agreement attached as Exhibit A hereto for a project that addresses International Trade Promotion & Advocacy which agreement Gateway Florida 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 Gateway Florida; 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 Gateway Florida 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

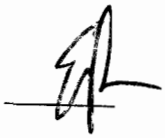
The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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.



Eric A. Rodriguez

MIAMI-DADE COUNTY

MIAMI-DADE ITC GLOBAL GATEWAY

AGREEMENT

This Agreement is entered onto this 5th day of November, 2008, by and between Miami-Dade County (hereafter referred to as the "County") and Gateway Florida, Inc. (herein referred to as the "Grantee") in furtherance of a project to support Miami-Dade County's Economic Development initiative that addresses two primary objectives: 1) promote public awareness of the benefits of free trade and free trade accords; and 2) form an interim partnership or "Alliance" of the 13 countries that have bilateral agreements with the US to promote trade & investment and related issues. 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	Gateway Florida, Inc.
2.	Total Amount of Grant	$50,000
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, 2009
7.	Final Report Deadline	September 15, 2009

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

ATTEST:

_____
Clerk of the Miami-Dade County
Board of County Commissioners

MIAMI-DADE COUNTY, FLORIDA by its
BOARD OF COUNTY COMMISSIONERS on the
_____day of _____ 2008

BY _____
ITC Executive Director

GRANTEE:
on the _____day of _____, 2008
Federal Identification # _____

(Grantee's Corporate Seal)

_____
Signature

BY_____

Approved for form and
Legal sufficiency:

BY _____
Signature

BY Brian Dean
Printed Name/President, Gateway Florida, Inc.

_____
Assistant Miami-Dade County Attorney

_____
Signature

ARTICLE II
Amount Payable

Subject to available funds, the maximum amount payable under this Agreement shall not exceed $_50,000_. 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. 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. Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything herein be construed as consent by the County to be sued by third parties in any matter arising out of this contract.

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. 1st Street, Suite 2560, Miami, Florida 33128-1994. Written notice addressed to the Grantee shall be to Ines Calderon, the Executive Director of Gateway Florida, Inc., 1200 Anastasia Avenue, Suite 500, Coral Gables, FL 33134 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 $50,000 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, 2009. 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 in writing.

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 may 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 Gateway Florida, Inc. 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 and Grantee agrees not to unreasonably delay such access.

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 and Grantee agrees not to unreasonably delay such access. 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. Grantee and any such approved subcontractor shall not 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

Mission of the Jay Malina International Trade Consortium

The mission of the Jay Malina International Trade Consortium (ITC) is to promote Miami-Dade County as a Global Gateway by enhancing international relations, cultural understanding and trade.

Mission of Gateway Florida, Inc.

The mission of Gateway Florida, Inc. is to work with national, international, hemispheric, South Florida, and local organizations – such as the Jay Malina International Trade Consortium (ITC); Enterprise Florida, Inc., the Florida Chamber of Commerce, Council of the Americas, World Affairs Council, University of Miami's Center for Hemispheric Policy, local chambers and local organizations to provide increased value to Miami-Dade County and Florida in the Western Hemisphere; and to further enhance Florida's status as the "Gateway of the Americas".

A.2 PROPOSAL

A.2 PROPOSAL

To achieve the objectives of both organizations, Miami-Dade County through the ITC has contracted with Gateway Florida, Inc. to accomplish two main objectives: **Bilateral Free Trade Agreements (FTAs) and the Alliance for Growth and Prosperity**.

The project will start during the fiscal year beginning October 1, 2008 and ending September 30, 2009. Ines Calderon, Executive Director of Gateway Florida, Inc., will oversee and coordinate the project.

A.3 PROJECTS AND DELIVERABLES

Bilateral Free Trade Agreements

Overview

Overall, Florida is one of the world's leaders in international trade. Over the last decade, the total value of Florida's merchandise trade has almost doubled, reaching $110 billion in value and over half of this figure ($60.7 billion worth) can be attributed to trade with Latin America and the Caribbean. Of this, South Florida's two-way trade increased nearly 10% surpassing $79 billion and resulting in a record trade surplus of $11.9 billion of the Miami Customs District. Trade is expected to continue to grow at a 10% pace. Bilateral trade agreements mean continued economic growth and job creation for Florida and South Florida.

Plan of Action
Consistent with Florida Governor Crist's letters to the Administration and public support for bilateral agreements with Colombia and Peru, Gateway Florida, Inc. will serve to promote public awareness of the benefits of free trade and help ensure that Florida derives the maximum possible benefit from the accords.

Deliverables

1/ Coordinate one event with the ITC, the US Chamber and the World Trade Center Miami to generate awareness of FTAs and their impact on Florida; concentrate on the Colombia FTA

2/ Hold one meeting in Orlando and Tallahassee, Florida to generate awareness of the FTAs; extend travel to other cities if time allows.

3/ Plan one trip to Washington, DC to advocate for Trade Promotion Authority (TPA)

4/ Maintain the Gateway Florida, Inc. website and newsletter with updated material on the importance of free trade.

Alliance for Growth and Prosperity

Overview
Although the Free Trade Area of the Americas (FTAA) has been delayed, there is considerable interest within the US and its hemispheric trading partners to form an Alliance that will serve as an interim partnership of the 13 countries that have bilateral agreements with the US. The partnership would promote trade and investment, and also development in the region and cooperation on a variety of issues from harmonization to security, to climate change, to renewable fuels, to arbitration.

Plan of Action:
In the context of the "Alliance" policy, there will be the need for a permanent secretariat and Gateway Florida, Inc. will work to bring the headquarters of the organization to Miami.

Deliverables:

1/ Organize two trips to Washington, DC to meet with representatives from the Department of State, Office of United States Trade Representative and other policy makers to advocate for Alliance, and offer Miami as a possible headquarters for the Alliance.

2/ Host two events with speaker(s) from one of the above organizations to generate awareness of the Alliance with the local audience.

3/ Renewable Energy/Climate Change

- Host or co-host one event related to biofuels and /or climate change to provide a forum to integrate parties with common goals and build strategic partnerships
- Maintain the International Biofuels Commission website and newsletter with updated material on the latest renewable fuels developments.

4/ Promote Miami as an arbitration situs by holding one event with local organizations to demonstrate the benefits of conducting arbitration in Miami in terms of an economic stimulus to Miami-Dade County through the use of various professional services.

5/ Deliver final report outlining the activities of the work plan.

A.4 SUMMARY OF DELIVERABLES AND APPROXIMATE DELIVERY DATES 2008-2009

October 2008-Sept. 2009	-Upkeep of websites and production of quarterly newsletters (Continuous process)
November 30	- FTA Awareness Event with local organizations (coordinate with the US Chamber and WTCM)
December 30	- Local Alliance Event (1st) - Trip/Event to advocate for Alliance –DC (1st)
February 28	- Renewable Energy and/or Climate Change Event - Trip/Events to advocate for Alliance –DC (2nd) and to advocate for Trade Promotion Authority
April 30	- Arbitration Event - FTA Awareness Trip/Event –Orlando, Florida
May 30	- FTA Awareness Trip/Event – Tallahassee, Florida
August 30	- Local Alliance Event (2nd)
September 15	- Delivery of final report outlining the activities of the work plan and recommendations

EXHIBIT B
BUDGET

Expenses **Description**

Expenses	Description	Estimated
Travel and Promotion	Plane tickets, hotels, ground transportation and trip related incidentals	$7,000
Events	Room rental, A/V, catering, and other related items related to event execution	$13,000
Website hosting and production	Maintenance and hosting, and editorial research and production	$15,000
Marketing and Public Relations	Distribution of news releases; design and production of various materials pertaining to the events such as flyers, programs, event poster boards, name tags, certificates and AV material; and production of quarterly newsletters	$15,000
	TOTAL	**$50,000**

EXHIBIT C
PAYMENT SCHEDULE

Payment	Amount	
1	$25,000	Upon contract execution
2	$10,000	Upon satisfactory completion of deliverables scheduled through December 30, 2008
3	$10,000	Upon satisfactory completion of deliverables scheduled through May 30, 2009
4	$5,000	Upon satisfactory completion of all deliverables and delivery of final report
Total	**$50,000**	