Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(22)
5-8-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-601-07

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 STUDY TRADE DEVELOPMENT AGENCIES AND PROVIDE 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 2006-07 includes a line item allocation 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 Economic Development and 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 foregoing resolution was sponsored by Commissioner Natacha Seijas and offered by Commissioner Joe A. Martinez, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

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The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007 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: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eric A. Rodriguez

EXHIBIT A

MEMORANDUM

Agenda Item No. 11(A)(22)

TO:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners	**DATE:**	May 8, 2007
FROM:	Murray A. Greenberg County Attorney	**SUBJECT:**	Resolution ratifying action of Executive Director of Jay Malina International Trade Consortium, in executing agreement between FIU and Miami-Dade County

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

Murray A. Greenberg
County Attorney

MAG/bw

MEMORANDUM

(Revised)

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

DATE: May 8, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 11(A)(22)

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**

MIAMI-DADE COUNTY

ITC The Jay Malina International Trade Consortium of Miami-Dade County, Florida

AGREEMENT

This Agreement is entered onto this 30th day of March, 2007, by and between Miami-Dade County (hereafter referred to as the "County") and The Florida International University Board of Trustees for the benefit of its Center for Transnational and Comparative Studies (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: Economic Development and Trade Promotion & Workforce Education and Training. The Grantee agrees to abide by all the following terms and considerations set forth in Articles I through XIX 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	October 30, 2007
7.	Final Report Deadline	October 30, 2007

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

ATTEST:

_____
Clerk of Miami-Dade County
Board of County Commissioners

(Grantee's Corporate Seal)

Approved for form and legal sufficiency:

_____
Signature

BY Assistant Miami-Dade County Attorney
Eric Rodriguez

MIAMI-DADE COUNTY, FLORIDA by its BOARD OF COUNTY COMMISSIONERS on the _____day of _____, 2007

BY _____
ITC Executive Director

GRANTEE:

on the _____day of _____, 2007
Federal Identification #_____

W. _____
Signature

BY Patricia Alvarez, Director

_____
Signature

BY Robert M. Gutierrez, Associate Director

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 of 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 or 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 the Director of the Center for Transnational and Comparative Studies, Florida International University, University –Park Campus, 11200 SW 8th, Street, DM 368 Miami,

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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 stipulated in Exhibits A, B and C.
3. The Grantee agrees to complete the Project by _October 30, 2007_. 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 provided such copyrighting does not in any way encompass any of the Deliverables created pursuant to 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 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 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 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 because 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 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 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
Restriction of Funds Use

These grants funds will not be used 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 XVII
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 and the 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 such 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 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 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 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.

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 Miami-Dade County ("the County") for its residents and businesses. 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 collaborated with Florida International University ("FIU") to undertake the Project during fiscal year ending September 30th, 2007. This Project, which includes studies, programs, and trainings, addresses two main objectives: Economic Development and Trade Promotion & Workforce Education and Training.

The studies will help evaluate Miami-Dade's current trade efforts and successes vis-à-vis other metropolitan competitors. The programs and training are oriented toward internationalizing and strengthening workforce and leadership preparation in collaboration with Miami-Dade's existing firms and organizations.

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

ECONOMIC DEVELOPMENT AND TRADE PROMOTION

1. Study Benchmarking The Jay Malina International Trade Consortium

The mission of the Jay Malina International Trade Consortium (ITC) is to promote two-way trade through Miami-Dade County. Although the County was an early entrant into the global marketplace—history, geography, entrepreneurial

culture being the driving forces—other municipalities have jumped on the bandwagon in recent years, recognizing the immediate and longer term benefits of trade and international business as a catalyst of economic growth, employment generation, and increased revenue. Therefore, it behooves Miami-Dade County to assess its own competitive strengths and weaknesses—benchmarking itself against other trade-dependent metropolitan areas. The proposed empirical study, qualitative in nature, will investigate, analyze, and report on the international trade promotion efforts of 4 competing metropolitan areas (Atlanta, Baltimore, Houston, and Los Angeles) vis-à-vis Miami-Dade County. Research will begin in Miami-Dade County by interviewing leaders of different trade-promoting organizations about their efforts, plans and perspectives on best practices regarding trade promotion for Miami-Dade County. Research will then turn to benchmarking Miami-Dade County vis-à-vis other metropolitan areas selected for comparison.

Among the key questions to be asked of all trade-promotion organizations are: 1. What goals do other metropolitan areas have for small business trade (export-import) programs, and how are these goals articulated? 2. What are the most effective ways of achieving these goals? 3. How do these areas assess whether they are succeeding? 4. What are the financial, organizational, political, and human resources commitments and arrangements, including citizen oversight, that have been mobilized to implement their programs? 5. What forms and levels of cooperation, coordination, and information-sharing occur between municipal-level units and federal, state, private sector, non-profit, and academic sectors?

- ***Deliverables:***
  (1) A report that evaluates and compares the international trade and business promotion offices of Atlanta, Baltimore, Houston, and Los Angeles) with the ITC, provides Miami-Dade County with an accurate account of its competitive strengths and weaknesses, and suggests policies and actions to consider adopting [Preliminary findings on or before September 30, 2007, a full written report to ITC on or before October 30, 2007].

  (2) A briefing on the report for the ITC Board on or before September 30, 2007.

2. Miami Business-University Breakfast Briefing Series

Miami-Dade County is home to an oasis of both academic and business talent, but these two communities do not interface as much as possible. The Briefing Series would provide four briefings and question/answer sessions led by local, national and international academicians, corporate and government leaders, and heads of firms "in the trenches" who are familiar with issues salient to the Miami business community and its concerns. Discussions with some of these business leaders have underscored this as a need in the community and have identified several topics that are particularly germane and which may be used for the briefings, including:

- What are the effects of implementation of the Patriot Act on different economic sectors and how can they be ameliorated?
- Limitations on and delays with issuing visas are affecting Miami's trade communities. How can these be solved?
- What strategies can communities adopt to help promote economic development?
- How can Miami-Dade County capitalize on DR-CAFTA?

The Breakfast Briefing Series will offer three distinct but interrelated perspectives on these issues: academic, policy and practical. The Briefings will also build and strengthen ties between Miami's academic institutions and employers, helping to develop better communication and coordination toward improving tomorrow's workforce. In this way, the Briefing Series interrelates directly with the Study Abroad and ISIC objectives below. The Series will be coordinated by FIU's Center for Transnational and Comparative Studies with assistance from the Knight-Ridder Center for Excellence in Management at the College of Business. Whenever appropriate they will organize programs jointly with the Greater Miami Chamber of Commerce and other local business and community organizations to ensure that information and knowledge on timely issues reaches the constituencies who will find it most salient and useful. Similarly, briefings will be held at different issue-appropriate venues around Miami-Dade County in order to accommodate local as well as regional interests and needs. The ITC and FIU will jointly select the speakers, topics and event locations to ensure that the Series promotes its mission, and the ITC logo will figure prominently at all such events and in such promotional materials.

➢ ***Deliverable:*** Four briefing events with speakers, as described above [completed on or before September 30, 2007].

WORKFORCE EDUCATION AND TRAINING

3. Protocol Awareness Symposium/Training

Miami-Dade County recognizes that foreign visitors that come to Miami-Dade County 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, a symposium emphasizing importance of protocol and providing background on protocol will be designed and implemented for County officials who interact with foreign trade commissions and visiting dignitaries. This symposium will increase knowledge of and improve the skills required for County officials to enhance treatment provided to international visitors and foreign representatives. A registration fee will be charged to cover food and other related expenses.

The Protocol Awareness program will be developed in three phases:

- Relevant international diplomats posted to Florida will be contacted and interviewed regarding their treatment satisfaction level during routine activities with County officials. Relevant County officials and their staff will also be interviewed regarding what they perceive proper protocol to entail, what they currently do when escorting foreign visitors, and what they view are areas for improvement and training. This information will aid in preparing the program for the symposium as well as tailored materials for distribution at the symposium.

- A symposium will be held for County officials, their staff and any other individuals designated by the ITC. The program will be approximately a half-day long and include speakers who will address the importance of protocol to interactions and transactions between governments and governments to businesses. The program will also include an overview of the County's current protocol, areas identified for improvement and suggestions for improvement. The materials tailored to the County's needs will be distributed at the symposium.

- An evaluation of the symposium will be conducted to identify any additional needs that have not yet been addressed and this evaluation will be developed into a proposed follow-up workplan. The evaluation will include analysis of feedback surveys from participants as well as an assessment of the program's effectiveness by ITC and other officials.

➢ ***Deliverables:*** One half-day "Protocol Symposium on International Visitor/Foreign Representative Encounters" for relevant County officials as well as other members of the community to be conducted on or before May 31, 2007. A written evaluation of this symposium with written suggestions for further protocol development which shall be completed and delivered to the County on or before July 31, 2007.

4. Leadership Development through 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 to partially cover the costs associated with participation in FIU-approved study abroad programs during 2007. Applications will be due April 15, 2007. 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, are residents of Miami-Dade County and are representative of the County's demography. Individual awards will range in accordance with program costs and need-based assessments.

- ***Deliverables:*** A minimum of four students will be selected by April 30, 2007 and will receive scholarships to participate in a qualifying FIU-approved study abroad program. A written status report on the study abroad program shall be completed and delivered to the County on or before October 30, 2007.

A.4 SUMMARY OF DELIVERABLES AND DEADLINES

April 30, 2007	Selection of four FIU students to participate in scholarship program for qualifying FIU-approved study abroad program.
May 31, 2007	Conduct a one half-day "Protocol Symposium on International Visitor/Foreign Representative Encounters" for relevant County officials as well as other members of the community.
July 31, 2007	Prepare a written evaluation of the Protocol Symposium with written suggestions for further protocol development.
September 30, 2007	Preliminary draft of findings of Benchmark Study (see October. 31, 2007 milestone below). Conduct four Breakfast Briefings with question/answer sessions led by local, national and international academicians, corporate and government leaders, and heads of firms "in the trenches" who are familiar with issues salient to the Miami business community and its concerns. The Briefings will also build and strengthen ties between Miami's academic institutions and employers, helping to develop better communication and coordination toward improving tomorrow's workforce. Conduct briefing on the ITC Benchmark Study report for the ITC Board of Directors on or before September 30, 2007.
October 30, 2007	Submit ITC Benchmark Study in writing, which evaluates and compares the international trade and business promotion offices of Atlanta, Baltimore, Houston, and Los Angeles with the ITC, provides Miami-Dade County with an accurate account of its competitive strengths and weaknesses, and suggests policies and actions to consider adopting [Preliminary findings are required on before September 30, 2007 with a full report to be submitted on or before October 30, 2007]. A written status report on the study abroad program shall be completed and delivered to the County on or before October 30, 2007. The director of the center will submit a comprehensive report on the contract's activities and accomplishments for 2006-07, including a preliminary work plan for 2007-08.

EXHIBIT B
2006-2007 BUDGET

Item	Cost
Economic development and trade promotion	
ITC Benchmark Study (Exh. A - A.3.1.)	40,000
Business-University Breakfast Series (Exh. A - A.3.2.)	20,000
Workforce Education and Training	
Protocol Workshops (Exh. A – A.3.3.)	30,000
Study Abroad Scholarships (Exh. A - A.3.4.)	10,000
TOTAL:	**$100,000**

EXHIBIT C
PAYMENT SCHEDULE

PAYMENT	AMOUNT	DATE DUE
1	$50,000	Upon contract execution (50%)
2	$20,000	Upon satisfactory completion of ITC Benchmark Study deliverable
3	$10,000	Upon satisfactory completion of Business-University Breakfast Series deliverable
4	$15,000	Upon satisfactory completion of Protocol Workshops deliverable
5	$ 5,000	Upon satisfactory completion of Study Abroad Scholarships deliverable
TOTAL:	$100,000	