

MEMORANDUM

Agenda Item No. 8(A)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 5, 2013

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

SUBJECT: Resolution relating to Miami
International Airport; approving
the "MIA Business Venture
Program" and authorizing the
Aviation Department to provide
airport consulting services to
foreign and domestic airports

This item was amended from the original item as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.



R. A. Cuevas, Jr.
County Attorney

RAC/lmp

Memorandum



Date: March 5, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Approval of Aviation Department Business Venture Program and Establishment of a Consulting Services Corporation

This item was amended at the February 15, 2013, Transportation & Aviation Committee to add a requirement that MDAD provide an annual report to the Board on current services provided as well as an income statement and balance sheet.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving the Miami International Airport Business Venture (MIA BV) program and authorizing the creation of a Miami-Dade Aviation Department (MDAD) consulting services corporation to provide advisory, monitoring, supervisory and management services to domestic and/or foreign airports or their contractors.

SCOPE

The MIA BV program is associated with MIA and is located within Chairwoman Rebeca Sosa's District Six; however, the impact of this item is countywide as MIA is a regional asset.

FISCAL IMPACT

The MIA BV program will produce revenue for the County's Airport System estimated at \$300,000 to \$500,000 annually within the first three years, and grow to approximately \$1.5 million by its fifth year. Expenses of the corporation's activities will be minimal as MDAD employees will perform services from existing MDAD offices and will receive no compensation beyond their current salary, and will involve an initial capitalization of \$30,000 to pay the State of Florida fees for creating the corporation, print business cards and stationery, and cover any travel expenses incurred by MDAD prior to revenues being received. All revenues earned by the corporation in excess of its annual expenses will be periodically transferred to MDAD's general revenue fund to be used exclusively for airport purposes as required by federal law.

PROJECT MONITOR

The MIA BV program will be managed by MDAD Chief of MIA Business Ventures, Manuel Gonzalez.

BACKGROUND

MIA has a considerable and positive reputation worldwide for excellence in airport operations. Airports around the world — particularly in Latin America, the Caribbean, and Africa — repeatedly request MDAD's assistance with planning, operations, and construction problems. MDAD has routinely provided advice and even on-site assistance for free, as a gesture of goodwill from Miami-Dade County to friends and neighbors in the international airport system.

The requests for MDAD's advisory services have grown over the past few years. MDAD wants to continue helping these airports but the increase in the requests makes it necessary to formalize the program through a corporation that is specifically authorized by law. As provided in Section 125.012(26), Florida Statutes, the County is authorized:

To own, maintain, operate, and control export trading companies, foreign sales corporations, and consulting service corporations as provided by the laws of the United States or this state; ...and to authorize airport and port employees to serve as officers and directors of export trading companies, foreign sales corporations, customs and cargo clearance corporations, and consulting services corporations for the sale of services to others.

Under the guidance of the Office of the Mayor and the County Attorney, MDAD will file articles of incorporation with the State reflecting that (i) the Aviation Director will serve as the incorporator of the MIA BV corporation, (ii) the corporation's Board of Directors shall consist of three Board members: the chairman to be appointed by the Aviation Director, one member of the Board to be appointed by the Mayor or his designee, and the third member to be appointed by the Chairperson of the Board of County Commissioners; and (iii) ownership of common stock of the company will be vested exclusively in the County. Board members must have five (5) years senior airport management and/or airport development experience.

The MIA BV corporation Board members will hold an initial meeting, adopt by-laws consistent with the attached resolution and directives of the Board of County Commissioners, and appoint the minimum number of officers required by law. The Board members and officers will not receive compensation for their services. The County Attorney's Office (CAO) will provide all legal services for the corporation, its Board members, and its officers for matters arising out of the corporation's existence or operations. The corporation president will be authorized to take all steps required by law or reasonably necessary to discharge legal and business obligations. All the documents relating to the corporation, including all letter agreements, shall make it clear that neither the County nor MDAD will have any legal or other responsibility for the actions of the company. The creation of MIA BV in this manner will help shield the County from claims that may be brought by requesting airports or their contractors using the services of the corporation.

In a typical transaction, MDAD will receive an inquiry from an airport or airport contractor for assistance and forward the inquiry to the executives of MIA BV who will negotiate an agreement (see sample attached) with the requesting party. The agreement will require the party to pay MIA BV a consulting fee and reimburse MIA BV for the cost of MDAD staff members assigned to the project, including travel and other expenses. In some cases, MIA BV will also request a percentage of the gross revenues of the particular airport function on which it provides the consulting services.

For a larger project involving MIA BV, MDAD may need to retain known and trusted subcontractors to assist with the project. In this event, MDAD will draw from the relevant County-approved prequalified pool of contractors.

Before any agreement is executed by MIA BV, each agreement will be approved by the County Attorney and the Mayor, and shared with the Miami Airport Affairs Committee (MAAC). The MIA BV corporation will submit to the Board of County Commissioners a quarterly report of all active agreements.

The attached resolution:

- Approves MDAD's creation under Florida law and upon review by the County Attorney, of a consulting services company by the name of MIA BV or some other name acceptable to the Mayor or designee, which may be a corporation or a limited liability company based on a determination by MDAD's financial staff of which corporate form is best suited for the program;

- Authorizes MIA BV to provide advisory, management, supervisory, and monitoring services to requesting foreign or domestic airports or contractors acting on their behalf; upon conditions of expense reimbursement and revenue payment as determined by MIA BV based on the nature of the request for services;
- Authorizes the use of MDAD staff to provide such services as unpaid temporary employees of the new corporation;
- Authorizes MDAD and MIA BV to use the initial \$30,000 capital funding and the other revenues of the company for purposes in support of the MIA BV program and as authorized by law; and
- Authorizes MDAD's periodic receipt of funds from the MIA BV corporation for MDAD's services to the company and for periodic payment to MDAD's revenue fund of the company's revenues that are in excess of its anticipated expenses.

For MIA to be competitive, in addition to tightly controlling costs, it is crucial that MDAD grow non-aeronautical revenue (revenue derived from sources other than airlines) to substantially reduce the burden on the airlines. While measures are being taken to build the traditional sources of non-aeronautical revenues – parking, concessions etc. – MDAD must find non-traditional sources of revenue, a task that it has been exploring over the last two years primarily by examining what other airports around the country and the world may be doing. Consulting services are offered at other airports such as Houston, Frankfurt, and Vancouver, among others.



Jack Osterholt, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 5, 2013

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

SUBJECT: Agenda Item No. 8(A)(1)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)
3-5-13

RESOLUTION NO. _____

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING THE "MIA BUSINESS VENTURE PROGRAM" AND AUTHORIZING THE AVIATION DEPARTMENT TO PROVIDE AIRPORT CONSULTING SERVICES TO FOREIGN AND DOMESTIC AIRPORTS OR THEIR CONTRACTORS THROUGH A CONSULTING SERVICES CORPORATION CREATED UNDER SECTION 125.012(26) OF THE FLORIDA STATUTES; AUTHORIZING THE MAYOR AND THE COUNTY ATTORNEY TO TAKE ALL STEPS NECESSARY TO CREATE SUCH CORPORATION AND THEREAFTER COMPLY WITH ALL OBLIGATIONS IMPOSED ON SUCH CORPORATION BY LAW OR BY AGREEMENTS ENTERED INTO BETWEEN THE CORPORATION AND SUCH AIRPORTS OR THEIR CONTRACTORS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby:

Section 1. Approves the Aviation Department's "MIA Business Venture Program" under which the Aviation Department will provide aviation consulting services to foreign and domestic airports or their contractors (collectively referred to herein as "airports"); and

Section 2. Authorizes the creation of a Consulting Services Corporation under Section 125.012(26), Florida Statutes, to provide advisory, monitoring, supervisory, and management services to such airports; and

Section 3. Authorizes and directs the Mayor or Mayor's designee, in conjunction with the County Attorney, to take all steps necessary or reasonable to create the corporation and

finalize all required articles of incorporation, by-laws, and other documents that comply with the directives of this Resolution and policies of this Board as stated from time to time; and

Section 4. Authorizes the corporation to issue common stock in the name of Miami-Dade County as the sole owner of the corporation and to amend the by-laws and other corporate documents so as to be consistent the requirements of law and other directives of this Board issued from time to time; and

Section 5. Authorizes and directs the Aviation Director to appoint the Chairman of the Board of the corporation, authorizes the Mayor or Designee to appoint one member of the Board, and authorizes the Chairperson of the Board of County Commissioners to appoint the other member of the three-member Board of Directors; and

Section 6. Directs that all legal services to the corporation, its Board, and its officers for matters arising out of the creation, existence, or obligations of the corporation shall be provided by the County Attorney; and

Section 7. Directs that no County staff member of the Board of Directors or of the corporation's executive staff, and no staff member of the Aviation Department assigned to assist the corporation, shall receive any compensation for services performed on behalf of such corporation other than compensation received by such persons as County employees; and

Section 8. Authorizes and directs the Mayor and the Aviation Department to take all steps required or reasonably necessary for the corporation to comply with (i) the requirements of federal, state, and local law as they relate to the creation, existence, and operations of the corporation, (ii) the obligations arising under any letter agreements entered into between the corporation and the airports, and (iii) the terms of the attached memorandum; and

Section 9. Authorizes the Mayor or Designee to staff the corporation with employees of the Aviation Department from time to time, such employees to serve as employees of the corporation for only so long as necessary for the project or projects then under the control of the corporation; and

Section 10. Authorizes the Mayor or Designee to modify any scope of work statements applicable to Aviation Department staff members assigned to the corporation so that the scope of work reflects such work for the corporation, and authorizes the Mayor or Designee to take all steps necessary to assure that the employees are continuously covered by all applicable County personnel policies and procedures while so assigned, including, but not limited to, worker's compensation coverage; and

Section 11. Authorizes the Aviation Department to provide initial capitalization to the corporation, not to exceed \$30,000, to pay the fees of the State of Florida for creating the corporation, to print business cards and stationery, and to pay for initial expenses of the corporation including but not limited to payment of travel expenses incurred or to be incurred by employees of the corporation or of the Aviation Department in furtherance of the MIA-BV Program, and authorizes additional capitalization of the corporation in the future to the extent determined by the Aviation Department to be in the best interest of the corporation and available from then existing Aviation Department funds; and

Section 12. Authorizes the corporation to enter into letter agreements with airports, after review by the County Attorney, to provide advisory, monitoring, supervisory, and management services to such airports, under terms and levels of remuneration to be approved by the corporation and under terms that impose no obligation of the County or the Aviation Department for services provided by the corporation; and

Section 13. Authorizes the corporation and the Aviation Department to impose reasonable charges upon airports for services provided under the MIA Business Venture Program; and

Section 14. Authorizes and directs the corporation to periodically remit solely to the Aviation Department net revenues of the corporation to the extent deemed appropriate by the corporation, such remitted revenues to be used exclusively by the Aviation Department to defray expenses of the County's Airport System; and

Section 15. Authorizes the Mayor or Designee to dissolve the corporation if it is determined that dissolution is in the best interests of the County, and thereafter to take all steps to wind down the affairs of the corporation in a manner required by law or deemed advisable by the County Attorney; and

Section 16. Authorizes and directs the Mayor or Designee to take all steps to cause the corporation to comply with all applicable requirements of federal, state, and local law, and assure that the corporation is acting with the highest degree of integrity and professional responsibility so as to maintain the County's and Aviation Department's positive worldwide reputation for excellence in airport operations.

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

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of March, 2013. 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

Approved by County Attorney as
to form and legal sufficiency.

TPA

By: _____
Deputy Clerk

Thomas P. Abbott

**SAMPLE OF
TECHNICAL SERVICES AGREEMENT**

This Technical Services Agreement ("TSA") is made by and between MIA Business Ventures Inc. (MIA BV) and Sample Company. ("SAMPLE CO."), a corporation legally organized under the laws of A Country, as of this _____ day of _____, 20___. The term "MDAD", wherever used in this TSA, shall mean MIA BV or its subcontractors and contractors.

WHEREAS, SAMPLE CO. is preparing a Proposal (the "Proposal") to provide certain conceptual airport planning services for the reconstruction of an Airport (the "Airport") located in _____ (country), which involves the conversion of the Airport into an international cargo airport (the "Project"); and

WHEREAS, Miami-Dade County is a political subdivision of the State of Florida and owns and operates Miami International Airport through its Aviation Department, and has created a company under Florida law by the name of MIA BV through which MDAD provides technical services; and

WHEREAS, SAMPLE CO. has requested MIA BV to provide technical assistance, utilizing MDAD staff or a pool of existing County approved consultants for (i) conceptual airport design planning, (ii) training related to the operation and management of a cargo airport, and (iii) business development support on all aspects of operating the airport on a sound financial basis; and

WHEREAS, MIA BV is willing to provide such technical assistance services on the conditions and terms provided in this TSA; and

WHEREAS, SAMPLE CO. will serve as the "Team Leader" on the Project and MIA BV will serve as a "Team Member" along with other subcontractors of SAMPLE CO. serving as "Team Members" selected from time to time to provide services to SAMPLE CO.; and

WHEREAS, SAMPLE CO. recognizes that MIA BV is a government-owned entity operating on a not-for-profit basis, and that MDAD is willing to participate in providing technical assistance provided that MIA BV and MDAD are not subject to any liability for whatever assistance it or they provide, notwithstanding that MIA BV will be compensated for the technical assistance it provides;

NOW, THEREFORE, for and in consideration of the premises, the Parties agree to the following:

ARTICLE I. SERVICES TO BE PROVIDED BY MIA BV.

- 1.1 Subject to the limitations herein, MIA BV shall provide technical services to the SAMPLE CO. in consideration of the payments and limitations of liability and indemnification provided herein. Such technical services will include, but may not be limited to, airport planning, design, management, airport cargo operations, financial structures, executive administration, leasing and

ownership, concession activities, marketing, and business development. To provide such services, MIA BV may utilize such MIA BV personnel as it shall determine appropriate, and may contract with third parties (including subcontractors and consultants previously approved by the Miami-Dade Board Of County Commissioners) to provide such services as MIA BV shall determine in its sole discretion to be necessary or useful for MIA BV's technical services.

- 1.2 MIA BV's obligations and agreements hereunder shall at all times be subject to MIA BV's primary obligation of operating Miami International Airport and the County's general aviation airports. MIA BV will advise SAMPLE CO. from time to time of any limitation on personnel or available time of existing personnel that may exist because of such primary obligation. Whereupon MIA BV, at its sole discretion, shall contract with third parties to provide such services as may be necessary or useful for MIA BV's completion of any technical service. Such third parties shall be selected from an established pool of Miami-Dade Aviation Department contractors and consultants previously approved by the Miami-Dade County Board of County Commissioners.

ARTICLE II. PROPOSAL EFFORT.

- 2.1 MIA BV agrees that SAMPLE CO. may reflect in its Proposal and contract documents that MIA BV is serving as a Team Member on the airport project. MIA BV shall (i) prepare and submit to SAMPLE CO. such data as required for use in preparation of that part of the Proposal which covers the work identified in Attachment B (hereinafter the "Work"), and (ii) provide all other reasonable assistance to assist SAMPLE CO. in SAMPLE CO.'s effort to fully respond to the Solicitation in a timely manner, including without limitation, post-submittal efforts such as oral presentations.
- 2.2 SAMPLE CO. shall (i) identify in its Proposal the nature of MIA BV's expected future contribution of services, and (ii) identify MIA BV as a proposed subcontractor or consultant to SAMPLE CO. The ultimate responsibility for Proposal content and team composition shall be SAMPLE CO.'s.
- 2.3 The work specified in Attachment B is based upon the parties' current understanding of the Project. If, during the term of this Agreement, (i) the Project, (ii) MIA BV's portion of the Project as identified in Attachment B, or (iii) SAMPLE CO.'s portion of the Project is substantially altered or eliminated by the Airport Authority in A Country, then the Team Leader reserves the right, at its sole option, to either terminate this Agreement in its entirety or negotiate an alteration of Attachment B with Team Member to take into account such change or elimination. MIA BV shall have the right to decline the alteration of Attachment B if MIA BV reasonably determines that it is unable to fulfill the obligations in this TSA as to the proposed alteration of Attachment B. MIA BV and its subcontractors and consultants approved by SAMPLE CO. and MIA BV shall also have the right to be compensated by SAMPLE CO. for reasonable costs incurred by MIA BV up to the effective date of the termination of the Agreement.

- 2.4 Notwithstanding anything contained elsewhere in this Agreement, it is understood that SAMPLE CO.'s ability to allocate work to MIA BV under any circumstances will be dependent on the amount and nature of work forthcoming to SAMPLE CO. as well as MIA BV's capability to provide the required level of expertise in a timely manner using its own staff or through another party designated by MIA BV.
- 2.5 In regard to the Project for which SAMPLE CO. will be submitting its Proposal, MIA BV shall not (i) provide the data to nor perform the services described in paragraph 1.1 and Attachment B for any entity other than SAMPLE CO. except as may be required by federal or state law, (ii) collaborate with any entity other than SAMPLE CO. and subcontractors or consultants of MIA BV selected by MIA BV to participate in the Project, (iii) independently submit a Proposal for the Work, or (iv) in the event SAMPLE CO.'s proposal will lead to multiple-awarded prime contracts in which SAMPLE CO. is one of the prime contractors, MIA BV shall not support the efforts of any prime contractor or its subcontractors other than SAMPLE CO. and its subcontractors, except as may be required by federal or state law.

ARTICLE III. RELATIONSHIP OF THE PARTIES; NO LIABILITY FOR MIA BV OR MDAD.

- 3.1 The parties shall act as independent contractors and the employees of one shall not be deemed employees of the other. This Agreement shall not constitute or create a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein.
- 3.2 Upon an award to SAMPLE CO. of a contract for all or a substantial portion of the airport Project, SAMPLE CO. shall serve as the prime contractor, and MIA BV shall have the exclusive right of first refusal to provide such technical services described in Article 1.1 of this TSA, to the extent such services are requested or required in the contract awarded to SAMPLE CO. Nothing herein requires MIA BV to serve as a Team Member, except upon terms acceptable to MIA BV. In addition to the general provisions in Attachment B, the scope of services applicable to MIA BV's participation in any negotiated post-award activities shall be more specifically described in Attachment C to this TSA, as Attachment C may be amended by mutual agreement of the parties from time to time.
- 3.3 SAMPLE CO. acknowledges and agrees that (i) this TSA must be approved by the Board of County Commissioners of Miami-Dade County, and (ii) MIA BV, its employees, and its subcontractors and consultants shall have no liability to SAMPLE CO. for anything arising out of the provision of such technical services nor the recommendations and opinions contained therein. Accordingly, even though MIA BV shall be compensated for the technical services it provides to SAMPLE CO., SAMPLE CO. hereby releases MIA BV, Miami-Dade County, their employees, and any and all subcontractors of MIA BV or Miami-Dade County from any claim, demand, or liability arising from MIA BV's technical services provided to SAMPLE CO. and from any recommendations and opinions contained in any such technical services, including any services provided by the foregoing parties claimed or alleged to be negligent. MIA BV will use care to provide technical services that are accurate and consistent with best practices of planning and operating an airport.

- 3.4 SAMPLE CO. agrees that all technical services provided to SAMPLE CO. shall be and shall be deemed to be provided in Miami-Dade County even though MIA BV representatives or the technical services themselves may be applied or delivered to locations within a Country other than the United States or sites other than sites located in Miami-Dade County. SAMPLE CO. agrees that (i) any action or litigation arising under this agreement or under any services provided by MIA BV shall be brought exclusively in the courts located within Miami-Dade County, (ii) Florida law shall exclusively apply thereto, and (iii) SAMPLE CO. shall indemnify and hold harmless MIA BV, Miami-Dade County, their officers and employees, agents, instrumentalities thereof, and any and all subcontractors of MIA BV or Miami-Dade County under this Agreement (the "Indemnified Parties") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Indemnified Parties may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Indemnified Parties, even to the extent such claims, demands, suits, causes of action, or proceedings are based in whole or in part on alleged acts of negligence on the part of the Indemnified Parties. SAMPLE CO. shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Indemnified Parties as applicable, including appellate proceedings, and shall pay costs, judgments, and attorneys' fees which may issue thereon. SAMPLE CO. expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by MIA BV, Miami-Dade County, or their subcontractors shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

ARTICLE V. MIA BV BASE COMPENSATION AND REVENUE SHARING.

- 4.1 SAMPLE CO. shall compensate MIA BV as set forth below in Attachments A and B for all technical services provided to SAMPLE CO. by MIA BV or parties designated by MIA BV (such compensation being referred to as MIA BV's "Base Compensation"). Additionally, MIA BV shall be reimbursed for any out-of-pocket expenses incurred by MIA BV or parties selected by MIA BV. Such out-of-pocket expenses include but are not limited to (i) actual travel and per diem expenses incurred by MIA BV or parties selected by MIA BV in carrying out MIA BV's obligations hereunder, and (ii) any taxes applicable thereto that are payable by MIA BV or such parties selected by MIA BV.
- 4.2 MIA BV shall provide SAMPLE CO. with an estimated cost for MIA BV to participate in the Project. Attachment A hereto includes such estimated costs. MIA BV shall revise the costs from time to time as MIA BV's costs or those of its subcontractors or consultants may change. SAMPLE CO. shall have the right to object to any such changed costs, and if the objection is not resolved, MIA BV shall have the right not to perform the work if MIA BV reasonably determines it cannot fulfill its obligations under the Agreement without SAMPLE CO.'s approval.
- 4.3 SAMPLE CO.'s obligation to pay MIA BV the costs set forth in Article 4.2 are independent obligations of SAMPLE CO. and SAMPLE CO. shall make such payments to MIA BV

regardless of whether it is awarded a contract by A Country or the Airport Authority, and whether it collects such amounts from A Country or the Airport Authority or any other contracting party under the Prime Contract.

- 4.4 In the event that SAMPLE CO., its affiliate, assignee or successor is awarded the contract to manage and operate the Airport, SAMPLE CO. agrees that MIA BV shall be granted the right of first refusal to provide technical services in the management, cargo operations, executive administration, concession, marketing and business development activities of the Airport during the entire term of such contract for SAMPLE CO.'s management and operation of the Airport. The word "term" in this paragraph shall be construed as the initial term, plus any extension thereto. In addition to MIA BV's Base Compensation and reimbursement of out-of-pocket expenses to provide such technical services, SAMPLE CO. agrees to pay to MIA BV an annual concession fee equal to _____ percent (___%) of the gross annual revenues of the Airport. "Gross annual revenues" shall be defined to include revenue earned or accrued by the Airport in its entirety, as "gross revenues" are defined by generally accepted accounting principles then existing in the United States.

SECTION V. PROPRIETARY OR TRADE SECRET INFORMATION.

- 5.1 SAMPLE CO. acknowledges that MIA BV is subject to Florida's Public Records law contained in Chapter 119, Florida Statutes 2006, and that technical services provided in the form of MIA BV reports, recommendations, or other documents from MIA BV shall be subject to disclosure under such Public Records law.
- 5.2 If SAMPLE CO. submits to MIA BV any information that SAMPLE CO. deems to be proprietary or a trade secret as defined in Section 812.081, Florida Statutes 2006, and SAMPLE CO. will indicate on each submitted document that it is proprietary or a trade secret, MIA BV will use reasonable efforts to keep such documents from disclosure; however, if MIA BV through its attorneys reasonably determines that disclosure to third parties of any documents submitted by SAMPLE CO. is necessary under the Public Records law, notwithstanding any proprietary or trade secret legend on some or all of such documents, MIA BV shall promptly notify SAMPLE CO. of such decision and SAMPLE CO. shall have all the rights accorded under Florida law to prevent the disclosure of such documents. Any action taken by SAMPLE CO. in such regard shall be solely at SAMPLE CO.'s expense.

SECTION VI. ASSIGNMENTS AND SUBCONTRACTS.

- 6.1 MIA BV shall not assign this Agreement in whole or in part without first obtaining the written consent of SAMPLE CO., which consent shall not be unreasonably withheld; however, MIA BV at its sole discretion may subcontract all or portions of the technical services work to subcontractors and/or consultants selected by MIA BV.

SECTION VII. TERMINATION BY EITHER PARTY.

7.1 MIA BV may terminate this Agreement on thirty (30) day's written notice given to the other party. Except as otherwise noted, neither party shall be liable to the other for any consequences of any such termination, except for SAMPLE CO.'s obligation to compensate MIA BV for the costs incurred by MIA BV up to the effective date of such termination.

IN WITNESS THEREOF, the parties have executed this Technical Services Agreement as of the _____, 2013, with SAMPLE CO. acknowledging MIA BV's need for ratification and approval of this TSA by the Miami-Dade County Board of County Commissioners.

SAMPLE CO.

MIA Business Ventures, Inc.

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

Attachment A

Schedule of Hourly Rates

<u>TITLE</u>	<u>HOURLY RATE (USD) [1]</u>
Aviation Director	\$250
Deputy or Assistant Director	\$230
Managing Consultant	\$210
Project Manager	\$200
Senior Consultant	\$180
Consultant	\$150
Analyst	\$100

In addition to the hourly rates above, SAMPLE CO. shall reimburse MIA BV for its out-of-pocket costs, including but not limited to (i) travel and per diem expenses incurred by MIA BV or parties designated by MIA BV or MDAD in carrying out MIA BV's obligations hereunder, and (ii) any taxes applicable thereto that are payable by MIA BV or such parties designated by MIA BV.

Attachment B

General Scope of Work and Estimated Project Charges
(AVERAGE HOURLY RATE \$195)

I. Facility Planning and Design Review (40 hours)	\$ 7,800
II. Development of Manuals, Policies and Operational Directives (200 hours)	\$ 39,000
III. Training:	
a. Security (40 hours)	\$ 7,800
b. Operations (Airside, Landside 80 hours)	\$ 15,600
c. Business Administration (Marketing, Communications Contracts, Finance, Non-Aviation Revenue – 120 hours)	\$ 23,400
d. Preventive Maintenance (24 hours)	\$ 4,680
e. Disaster Recovery (including planning and exercise – 80 hours)	\$ 15,600
IV. Development of Business Plan (240 hours)	\$ 46,800
V. Interim (initial 6 months of Operations Management - 1,000 hours)	<u>\$ 195,000</u>
	[1] ESTIMATED TOTAL \$355,680

[1] *Excluding travel, hotel, air fare, and print materials, plus per diem at a rate of \$102.00 per day, all to be paid by SAMPLE CO. for MIA BV's travel expenses upon prior approval.*

ATTACHMENT C

Post-Award Detailed Scope of Services