

MEMORANDUM

Agenda Item No. 8(A)(1)

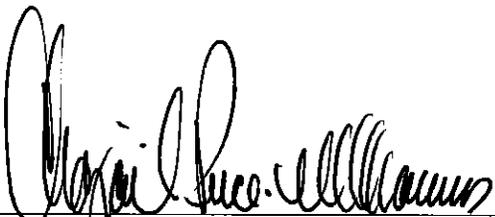
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the agreement to host the Florida Airports Council's 2017 Annual Conference and Exposition to be held in Miami July 23-26 2017; authorizing the expenditure in an amount not to exceed \$70,000.00 in Aviation Department promotional funds; waiving competitive bid requirements of Section 5.03(D) of the Home Rule Charter, Section 2-8.1 of the Miami-Dade County Code, and implementing Order 3-38 with respect to the acquisition of goods and services relating to this event; finding that the expenditure of Miami-Dade County Aviation Department funds on such conference promotes and directly benefits the Miami-Dade County Aviation Department

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



Abigail Price-Williams
County Attorney

APW/lmp

/

Memorandum



Date: December 6, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing Miami-Dade Aviation Department Sponsorship of the
2017 Florida Airports Council Conference

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached agreement authorizing the Miami-Dade Aviation Department (MDAD) to sponsor the July 23-26, 2017 Florida Airports Council (FAC) Conference in Miami-Dade County and setting forth the obligations and responsibilities of the parties. It is further recommended that the Board waive the provisions of Implementing Order 3-38 relating to bid procedures for acquisition of goods and services for this event as being in the best interest of the County.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

This approval authorizes MDAD to spend up to \$70,000.00 in Departmental promotional funds and to provide in-kind contributions such as staff time. MDAD will fundraise through non-traditional FAC event sponsors to defray costs.

Track Record/Monitor

MDAD last hosted the FAC Conference in 2009 and had a good working relationship with the group.

Background

The FAC is an association of publicly-owned and operated airports; airport professionals and experts in the fields of airport design, development and improvement; and aviation trades that support the airport industry in Florida. It is the largest airport-specific organization in Florida and is considered by industry leaders to be the premier state airport organization in the nation. It provides up-to-date information to its members about key issues affecting Florida's airports through bi-weekly newsletters, presentations, publications, specialty conferences and the internet. FAC provides industry input on decisions affecting aviation and airports through communications with local, state and federal leaders and lawmakers.

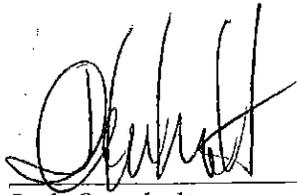
FAC's annual conference is the largest and most successful statewide airport event in the country with outstanding public speakers and more than 700 industry professionals in attendance. There is no greater opportunity to network with the airport industry in Florida. Expected speakers include federal and state leaders as well as industry professionals who will discuss national and state issues affecting Florida's airports.

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
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In addition to the educational sessions, MDAD staff will benefit from attending this conference by meeting with potential airport partners, airline representatives and industry leaders. This conference is a wonderful opportunity to showcase Miami International Airport (MIA) and Miami-Dade County's General Aviation Airports, market their facilities to potential concessionaires and business partners, and promote new opportunities to carriers and the aviation and tourism industry.

The waiver of the provisions of Implementing Order 3-38 relating to bid procedures for the acquisition of goods and services is required for event services that need to be procured.

The attached agreement spells out the obligations and responsibilities of each party with respect to the planning, management and execution of this conference. While, this approval authorizes MDAD to spend up to \$70,000.00 in Departmental promotional funds and in-kind contributions such as staff time, it is anticipated that MDAD will not spend that amount as sponsors are expected to defray costs.



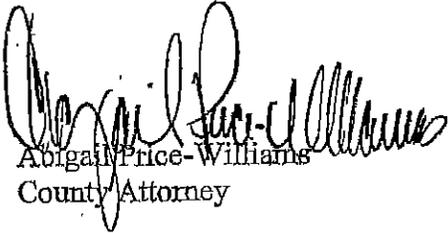
Jack Osterholt
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 6, 2016

FROM: 
Abigail Price-Williams
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
- Statement of social equity 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 _____

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12-6-16

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT TO HOST THE FLORIDA AIRPORTS COUNCIL'S 2017 ANNUAL CONFERENCE AND EXPOSITION TO BE HELD IN MIAMI JULY 23-26 2017; AUTHORIZING THE EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$70,000.00 IN AVIATION DEPARTMENT PROMOTIONAL FUNDS; WAIVING COMPETITIVE BID REQUIREMENTS OF SECTION 5.03(D) OF THE HOME RULE CHARTER, SECTION 2-8.1 OF THE MIAMI-DADE COUNTY CODE, AND IMPLEMENTING ORDER 3-38 WITH RESPECT TO THE ACQUISITION OF GOODS AND SERVICES RELATING TO THIS EVENT; FINDING THAT THE EXPENDITURE OF MIAMI-DADE COUNTY AVIATION DEPARTMENT FUNDS ON SUCH CONFERENCE PROMOTES AND DIRECTLY BENEFITS THE MIAMI-DADE COUNTY AVIATION DEPARTMENT

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

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

Section 1. Approves the attached agreement authorizing the Miami-Dade Aviation Department to host the Florida Airports Council's 2017 Conference and Exposition in Miami-Dade County, in substantially the form attached hereto, authorizing the expenditure of Miami-Dade Aviation Department promotional funds to co-sponsor and provide in kind services to the Florida Airports Council's 2017 Conference and Exposition to be held July 23-26, 2017, in an amount not to exceed \$70,000, all as more particularly set forth in the accompanying memorandum and attachment from the County Mayor;

Section 2. Finds it in the best interests of Miami-Dade County to waive the competitive bidding requirements of Section 5.03(d) of the Home Rule Charter, Section 2-8.1 of the Code of Miami-Dade County, and Implementing Order 3-38, with respect to the purchase of goods and services related to the Florida Airports Council's 2017 Conference and Exposition;

Section 3. Finds that the expenditure of Airport funds for the purposes stated above promotes Miami-Dade Aviation Department facilities, provides direct benefits to the Miami-Dade Aviation Department, and is consistent with the guidelines of the Federal Aviation Administration relating to use of airport property.

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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Joe A. Martinez	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

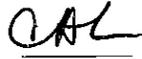
The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Cynji A. Lee



Agreement with Miami-Dade County to host the Florida Airports Council's 2017 Annual Conference and Exposition

The Florida Airports Council ("FAC"), hereinafter referred to as **Council**, holds an Annual Conference for the education of its membership and the Council desires by this Agreement to enter into a contract with Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as **Host**, to serve as the Host of the Council's 2017 Annual Conference and Exposition (the "Conference"). The Council's President/CEO, or designee, and the Host's Airport Director, or designee, shall serve in all matters relative to this Agreement.

The Council and the Host agree as follows:

Section 1. COUNCIL'S RESPONSIBILITIES

The Council is responsible for providing the following services in connection with the Conference:

- (a) Selecting (including the selection of the conference date), negotiating, and contracting with a favorable Conference Hotel that meets the requirements for an FAC Annual Conference, including, but not limited to exhibit hall space, meeting room space, and sleeping room accommodations;
- (b) Negotiating and contracting with Conference vendors including guest, recreational and social events and activities;
- (c) Review and approval of Conference theme, topics, and speakers, including the payment of speakers unless the speaker falls within the parameter of section 2(k);
- (d) Development, production, and printing of all Conference materials;
- (e) Notification of event to members, sponsors, exhibitors, and invitees;
- (f) Establishment of all registration, exhibitor, and sponsorship fees;
- (g) Collection of Conference registration forms and fees;
- (h) On-site management of the Exhibit Hall;
- (i) Implementation of a financial and accounting control system to monitor Conference revenues and expenses;
- (j) Supervision of on-site Conference registration and hotel logistics, including but not limited to, food, beverage and audio-visual equipment;
- (k) Printing advertising copy and Conference signage; and
- (l) Serving as the primary contact with Conference hotel for all matters related to the Conference planning and execution.

Section 2. HOST'S RESPONSIBILITIES

The Host is responsible for providing the following services in connection with the Conference:

- (a) Development of conference theme, to be approved by FAC Board of Directors;
- (b) Development of conference logo, to be approved by FAC Board of Directors;
- (c) Providing gifts to registered conference attendees (at discretion of the Host);
- (d) Development of conference topics and speakers, to be approved by FAC Board of Directors [A FAC Board Liaison will be appointed to coordinate with the Host on topics and speakers/moderators.];
- (e) Providing appropriate "thank you" and recognition to speakers (at discretion of the Host);
- (f) Providing recommendations on potential venues for recreational, social programs and activities;
- (g) Providing volunteers to assist with -
 - registration desk
 - registration bag stuffing
 - recreational and social activities
 - any other conference special events;
- (h) Assumption of all personnel costs of Host's staff and volunteers working the conference;
- (i) Provision of military color guard for the conference opening session, if desired;
- (j) Selection of venue, execution of contracts, and sponsorship of the Monday Night Event (within approved budget), as well as any other event specifically requested by the Host and not required by the Council;
- (k) Sponsorship of any fee-based speaker(s) specifically requested by the Host, and not required by the Council;
- (l) Coordination with media, TV, radio, and newspapers;
- (m) Preparation and mailing of all invitations to federal, state and/or local dignitaries; and
- (n) Payment of Conference Host Fee of \$50,000 of which 10% shall be paid 30 days prior to the conference and the remainder to be paid within 21 days of the conclusion of the conference. If the Conference Host receives any funds from other airport members as "co-host" of the event, these members must be indentified in advance and forwarded in writing to the Council for planning, budgeting and accounting purposes.

Section 3. FUNDRAISING

- (a) The Council shall oversee and direct the solicitation of sponsorships to provide financial and other conference resources. All sponsorship fundraising shall be coordinated through Council staff.
- (b) Neither the Host nor the Council shall contractually bind the other without prior written approval.
- (c) The Host understands and agrees that it is making a financial and resource commitment in hosting the Conference. Notwithstanding the foregoing, the Council understands and agrees that the Host's monetary obligations hereunder shall not exceed a total amount of \$50,000.00. The Council acknowledges that the Host may elect to seek outside revenue sources from companies other than FAC members for those costs exceeding that amount. The Host will identify these sources in advance and forward them in writing to the Council for planning, budgeting and accounting purposes. The Approved Budget may not be exceeded without approval by both parties. Both parties recognize, in advance, the importance of keeping Conference expenses and revenues within budget.
- (d) The Council's Board of Directors recognizes that, due to the cost of hosting such a large event, additional financial assistance to the Host may be necessary. Therefore, the Council may provide a matching grant, up to \$50,000, or one half of the actual cost of the Monday Night Event, whichever is less. This grant must be approved by the Council's Board of Directors prior to entering into each Host Agreement.

Section 4. COORDINATION

- (a) The Council and the Host recognize that a successful conference is a team effort and agree to coordinate all facets of the event through written communication, including e-mail, to ensure the highest level of understanding by all parties. The Council's Executive Director, or designee, shall serve as the focal point for all correspondence regarding Conference commitments.
- (b) All parties agree that the goals of the Conference are to: (1) provide an experience for delegates that reflects positively on the Florida Airports Council and the Host; (2) generate funds to help operate the Council and its programs; (3) promote the Council and the Host's airport and community; and (4) provide educational and informational programs and learning opportunities for Florida Airports Council members.

Section 5. DEFAULT/REMEDY

The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default.

Section 6. LIABILITY

The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28 of the Florida Statutes.

Section 7. TERMINATION

- (a) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other prior to execution of a contract with a "host hotel" for the event. This Agreement may not be terminated by either party after that date unless approved, in writing, by both parties.
- (b) Upon termination of this Agreement pursuant to this section, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

Section 8. DISPUTE RESOLUTION COSTS/VENUE

In the event that the Council or the Host institutes any action or suit to enforce the provisions of this Agreement, each party shall be responsible for its own costs and attorney's fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Host and the Council agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 9. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 10. INDEMNITY

The Council and the County agree that the Council shall indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute, whereby Council shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$300,000 from any and all personal injury or property

damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Council from any liability or claim arising out of the negligent performance or failure of performance of the Council or any unrelated third party.

Section 11. MISCELLANEOUS

- (a) The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
- (b) All notices given hereunder shall be deemed sufficient to each party when delivered by United States Mail to the following:

If to Host: Emilio T. González, Director
Miami-Dade Aviation Department
P.O. Box 025504
Miami, FL 33102-5504
(305) 876-7066

If to Council: Lisa Lyle Waters
President/CEO
Florida Airports Council
5802 Hoffner Ave., Suite 708
Orlando, FL 32822
(407) 745-4161

Remainder of this page left intentionally blank.

- (c) The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
- (d) This Agreement and all obligations of Host hereunder are subject to and contingent upon annual budgetary findings and appropriations by the Miami-Dade County Board of County Commissioners.
- (e) This Agreement shall become effective when signed by the parties hereto and approved by the Miami-Dade County Board of County Commissioners and shall terminate upon completion of the Conference or pursuant to Section 7 herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials this _____ day of _____, 2016.

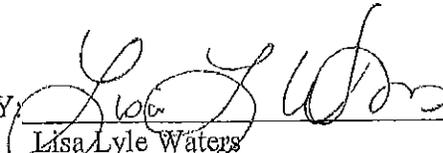
ATTEST:

FLORIDA AIRPORTS COUNCIL

BY: _____



BY: _____



Lisa Lyle Waters
President/CEO

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

**BY ITS BOARD OF COUNTY
COMMISSIONERS**

BY: _____

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____

Aviation Director

BY: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: _____

Assistant County Attorney