Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(A)(1)(F)

05-08-07

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

RESOLUTION NO. R-546-07

RESOLUTION APPROVING THE AGREEMENT TO HOST THE FLORIDA AIRPORTS COUNCIL 2009 ANNUAL CONFERENCE TO BE HELD IN MIAMI ON AUGUST 1-5, 2009; AUTHORIZING THE EXPENDITURE OF NOT-TO-EXCEED $50,000 IN AVIATION DEPARTMENT PROMOTIONAL FUNDS AND THE PROVISION OF IN-KIND SERVICES; AND WAIVING FORMAL BID PROCEDURES FOR THE ACQUISITION OF GOODS AND SERVICES RELATING TO THIS EVENT

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 hereby approves the attached agreement authorizing the Miami-Dade Aviation Department (MDAD) to host the Florida Airports Council (FAC) 2009 Conference in Miami-Dade County and setting forth the obligations and responsibilities of the parties; authorizes the expenditure of Aviation Department promotional funds to co-sponsor the Florida Airports Council 2009 Conference to be held in August 2009, in an amount not to exceed $50,000 and the provision of in-kind services, all as more particularly set forth in the accompanying memorandum and attachment from the County Manager; pursuant to the provisions of Administrative Order 3-2, upon the written recommendation of the County Manager, this Board waives the formal bid process for the acquisition of goods and services for the event as being in the best interest of the County, and this Board waives the provisions of Resolution No. R-1586-72 relating to bid procedures for acquisition of goods and services; and further, this Board adopts the finding of the County

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. 8(A)(1)(F)

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**

Manager that this expenditure of Airport funds is in accordance with guidelines of the Federal Aviation Administration relating to use of airport revenues.

The foregoing resolution was 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		

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

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

APW

Abigail Price-Williams

Agreement to Host the Florida Airports Council's 2009 Annual Conference

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,** hereinafter referred to as **Host**, to serve as the Host of the Council's 2009 Annual Conference (the "Conference"). The Council's Executive Director, 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) Negotiating and contracting with of a favorable Conference hotel, in concurrence with Host

(b) Negotiating and contracting with vendors for Conference, spouse and junior delegate events, and recreational and social events

(c) Granting Host final approval of Conference theme, topics, and speakers

(d) Development and production of all Conference materials, in concurrence with Host

(e) Notification of event to members, sponsors, exhibitors, and invitees

(f) Printing and mailing of Conference materials

(g) Coordination with media, TV, radio, and newspapers

(h) Establishment of a Conference budget

(i) Establishment of all registration, exhibitor, and sponsorship fees

(j) Collection of Conference registration forms and fees

Memorandum

MIAMI-DADE COUNTY

Date:	May 8, 2007
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Resolution authorizing Miami-Dade Aviation Department Sponsorship of the 2009 Florida Airports Council Conference

Agenda Item No. 8(A)(1)(F)

RECOMMENDATION

It is recommended that the Board approve the attached agreement authorizing the Miami-Dade Aviation Department (MDAD) to sponsor the Florida Airports Council (FAC) 2009 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 Resolution No. R-1586-72 relating to bid procedures for acquisition of goods and services for this event as being in the best interest of the County. This approval commits MDAD to expend up to $50,000 in promotional funds and to provide in-kind contributions such as staff time. MDAD will be fundraising through non-traditional FAC event sponsors to defray costs.

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, as well as 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 on the internet. FAC provides industry input into decisions affecting aviation and airports through communications with local, state and federal leaders and lawmakers.

The Florida Airports Council's annual conference is the largest and most successful statewide airport event in the country with more than 700 industry professionals in attendance and outstanding public speakers. 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.

In addition to the educational sessions, Aviation Department staff will also 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, market its 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 Resolution No. R-1586-72 relating to bid procedures for acquisition of goods and services is required for event services that need to be procured from the MIA Hotel.

The attached agreement spells out the obligations and responsibilities of each party with respect to the planning, management and execution of this conference. As mentioned above, this approval commits MDAD to expend up to $50,000 in promotional funds and in-kind contributions such as staff time. However, it is anticipated that MDAD will not be obligated to expend that amount from its budget, as sponsors are expected to defray costs.

Assistant County Manager

(k) Management of the Exhibit Hall

(l) Implementation of a financial and accounting control system to monitor Conference revenues and expenses

(m) Supervision of on-site Conference registration and hotel logistics, including but not limited to, food, beverage and audio-visual equipment

(n) Establishment of a Sponsorship Fundraising Committee to raise funds for the event

(o) Establishment of a committee to assist Host with Program topics and speakers

(p) Preparation and mailing of all invitations to state or local dignitaries as determined appropriate by the Council's Program Committee

(q) Printing advertising copy and Conference signage and

(r) Serving as the Conference hotel contact 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) Selection of Conference theme, in concurrence with the Council

(b) Approval of Conference logo, in concurrence with the Council

(c) Providing gifts to registered Conference attendees at the sole discretion of the Host

(d) Development of a Conference Program, jointly with the Council

(e) Providing gifts to speakers at the sole discretion of the Host

(f) Selection of venues and assistance with contract preparation for recreational and social activities, spouse and junior delegate programs

(g) Providing for volunteers to assist with recreational and social activities organized by the conference

(h) Providing volunteers for:

- registration desk
- registrants gift bag stuffing

- exhibit hall support
- Spouse/Guest Program
- Junior Delegate Program
- any other Conference special events

(i) Assuming all personnel costs of Host's staff members/volunteers

(j) Providing Military Color Guard, if desired, for the Conference opening session

(k) Providing staff to host the Conference Hotel welcome and special events desks and Message Center.

(l) Developing a Spouse/Guest Program and Junior Delegate Program

(i) Providing financial sponsorship of the Monday Night Event and any other event specifically required by the Host and

(j) Providing financial sponsorship of any fee-based speaker specifically required by the Host.

Section 3. FUNDRAISING

(a) The Council, through its Sponsorship Fundraising Committee, shall oversee and direct the solicitation of sponsorships to provide financial and other Conference resources. The Council's Fundraising Committee members will make fundraising contacts and secure initial support pledges. All sponsorship fundraising shall be coordinated through the Council Sponsorship Fundraising Committee.

(b) The Council and the Host recognize and agree that all fundraising will be coordinated through the Sponsorship Fundraising Committee in order to prevent duplicate solicitation of sponsorship opportunities.

(c) Neither the Host nor the Council shall contractually bind the other without prior written approval.

(d) 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 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 "non-traditional FAC-Event Sponsors" to help reduce the costs to be borne by the Host hereunder. The Host further understands and agrees that the financial commitment of the Host is a component of the overall FAC Board-approved Conference budget. 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.

Section 4. COORDINATION

(a) The Council and the Host 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 and shall in turn ensure communication of such commitments with the chairs of the Program and Sponsorship Committees.

(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 Miami-Dade System of Airports, (4) promote awareness of the FAC Education Foundation, its scholarship and internship programs, and (5) provide educational and informational programs and learning opportunities for delegates in furtherance of airport security, airport management and operations, and economic development enhancements.

(c) Host's Airport Director or his designee shall be the Host's representative on the Program Committee.

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 hereinto the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party at least twelve (12) months prior to the beginning of the conference.

(b) Upon termination of this Agreement pursuant to Section 6 above, 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. LITIGATION 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 a 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. INDEMITY

The Council does hereby agree to 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 the 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 $100,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of $200,000 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 Council. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

The County does hereby agree to indemnify and hold harmless the Council to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute, whereby the County 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 $100,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of $200,000 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: Director
Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504

If to Council: Executive Director
Florida Airports Council
250 John Knox Road, Suite 2
Tallahassee, FL 32303

(c) This Agreement and all obligations of Host hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Miami-Dade County Board of County Commissioners.

(d) 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.

(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 _____, 2007.

ATTEST:

Marycatherine Johnson

FLORIDA AIRPORTS COUNCIL

William R. Johnson, A.A.E.
Executive Director

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
Aviation Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
County Attorney