

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

MEMORANDUM

Agenda Item No. 8(A)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing waiver of formal bid procedures pursuant to section 5.03(d) of the Home Rule Charter, section 2-8.1 of the Code, and Implementing Order 3-38 by a two-thirds vote of the Board members present; approving the 55th Annual Conference and Exhibition Agreement between Miami-Dade County and Florida Airports Council authorizing the Miami-Dade Aviation Department to sponsor the 55th Annual Conference and Exhibition to be held in Aventura, Florida, from August 11-14, 2024, in an amount of \$50,000.00 in aviation department promotional funds and the provision of in-kind services; and authorizing the County Mayor to execute same and exercise all provisions therein, and to execute and exercise the provisions within any related agreements arising from the Miami-Dade Aviation Department's sponsorship and host obligations at the 55th Annual Conference and Exhibition

Resolution No. R-835-23

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


Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Memorandum



Date: October 3, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving an Agreement Between Miami-Dade County and the Florida Airports Council to Host the 2024 55th Annual Conference and Exposition in Miami-Dade County

Executive Summary

This item seeks approval from the Board of County Commissioners (Board) for the County, through its Aviation Department, to enter into an agreement with the Florida Airports Council (FAC) to host the 2024 55th Annual Conference and Exposition (2024 Conference) from August 11-14, 2024 in Miami-Dade County, setting forth the responsibilities and obligations of both parties; and authorizing the Aviation Department (or MDAD) to expend \$50,000.00 in budgeted promotional funds to host the 2024 Conference and provide in-kind contributions such as staff time.

Recommendation

It is recommended that the Board adopt the attached resolution approving the attached agreement entitled: "Agreement with Miami-Dade County to host the Florida Airports Council 2024 55th Annual Conference and Exposition" (Host Agreement) between Miami-Dade County and the Florida Airports Council. It is further recommended that the Board waive the competitive bidding requirements of Section 2-8.1 of the Code Miami-Dade County, Section 5.03 of the Home Rule Charter, and Implementing Order 3-38, by a two-thirds (2/3) vote of the Board members present, for the acquisition of goods and services for the 2024 Conference.

It is in the best interest of the County to host the 2024 Conference, by doing so, the County will have the opportunity to showcase Miami International Airport (MIA), which facilitates travel for 50 million+ passengers annually and continues to establish itself as America's Global Gateway, as well as the County's general aviation airports. Aviation Department staff will benefit by meeting potential airport partners and industry leaders that may create new marketing opportunities for Miami's airports to bring in more visitors and business revenue to our community.

Scope

The 2024 Conference will be hosted by the Aviation Department at the JW Marriot Miami Turnberry Resort & Spa located at 19999 W Country Club Drive, Aventura, Florida, 33180 in District 4, which is represented by Commissioner Micky Steinberg. Because the 2024 Conference involves the County's airport system, the impact of this Host Agreement is countywide.

Delegation of Authority

The attached resolution authorizes the County Mayor or County Mayor's designee to execute the Host Agreement and exercise all provisions contained therein, and to execute and exercise the provisions within any related agreements arising from the Aviation Department's host responsibilities for the 2024 Conference.

Fiscal Impact/Funding Source

The Aviation Department will host the 2024 Conference in accordance with Administrative Order 7-32, which governs the use of MDAD's promotional funds, and with the Federal Aviation Administration's guidelines for expenditure of aviation related airport promotional funds. The amount of expenditures authorized by this Host Agreement is \$50,000.00 in budgeted promotional funds in addition to in-kind contributions.

MDAD's funding source for the 2024 Conference will be operating revenues from the Fiscal Year (FY) 2024 Adopted Budget.

Track Record/Monitor

MDAD's Chief of Staff, Arlyn Rull Valenciaga, will monitor the implementation of this Host Agreement.

Background

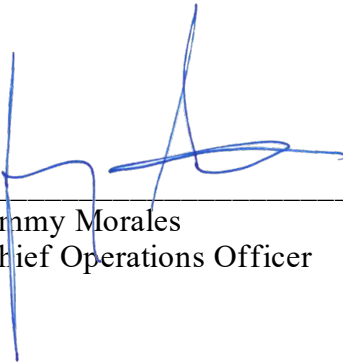
FAC is an association of publicly owned and operated airports, airport professionals and experts in the areas of airport design and development, in addition to aviation trades that support the airport industry in Florida. It is the largest airport specific organization in Florida and is considered by aviation industry leaders to be the nation's premier state airport association as the FAC is the statewide voice for Florida's airports.

Formed in October 1969, the organization was created to provide the clout and the strength in numbers needed to manage the challenges of aviation industry and their impact on Florida's airports, in particular, in the areas of airport management, operations, facilities, security, noise and environmental issues, information technology, and training. Today, FAC is comprised of members that represent Florida's 20 commercial service airports and 75 of the publicly owned general aviation airports, including Cecil Airport in Jacksonville, Florida, which is a commercial spaceport. It also represents over 250 corporate, educational, affiliate, student chapters and student members. One of FAC's primary goals is to partner with state leaders to focus on issues that challenge Florida's airports and provide input through communications to local, state, and federal leaders and legislators. FAC also provides up-to-date information to its members about key issues impacting Florida's airports through newsletters, publications, conferences, and the internet.

FAC's annual conference is one of the most significant and successful statewide airport events in the country. It is anticipated that more than 800 delegates and exhibitors will register and attend the 2024 Conference. It will be held at the JW Marriot Miami Turnberry Resort & Spa in Aventura with 1,529 room nights reserved for conference attendees from August 8-14, 2024. Because of the large number of rooms booked by FAC, the hotel will provide the needed ballroom and conference spaces free of charge. The total estimated economic impact to the community from the 2024 Conference is approximately \$1,460,000.00. The estimate, which was provided by FAC is based on

the number of attendees expected, market room rates, length of stay, rentals, and food and beverage expenditures.

The enclosed Host Agreement provides a unique opportunity for the County to market its aviation facilities to potential concessionaires and to promote new opportunities in Miami's tourism industry. The obligations and responsibilities of both parties (the County and the FAC) regarding the planning, management, and execution of the 2024 Conference are delineated in the attached Host Agreement.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(A)(2)

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 present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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)(2)
10-3-23

RESOLUTION NO. R-835-23

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER, SECTION 2-8.1 OF THE MIAMI-DADE COUNTY CODE, AND IMPLEMENTING ORDER 3-38 BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; APPROVING THE 55TH ANNUAL CONFERENCE AND EXHIBITION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA AIRPORTS COUNCIL AUTHORIZING THE MIAMI-DADE AVIATION DEPARTMENT TO SPONSOR THE 55TH ANNUAL CONFERENCE AND EXHIBITION TO BE HELD IN AVENTURA, FLORIDA, FROM AUGUST 11-14, 2024, IN AN AMOUNT OF \$50,000.00 IN AVIATION DEPARTMENT PROMOTIONAL FUNDS AND THE PROVISION OF IN-KIND SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS THEREIN, AND TO EXECUTE AND EXERCISE THE PROVISIONS WITHIN ANY RELATED AGREEMENTS ARISING FROM THE MIAMI-DADE AVIATION DEPARTMENT'S SPONSORSHIP AND HOST OBLIGATIONS AT THE 55TH ANNUAL CONFERENCE AND EXHIBITION

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. Finds it is in the best interest of Miami-Dade County to waive the formal bid procedures pursuant to 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, by a two-thirds vote of the Board members present.

Section 2. Approves the 55th Annual Conference and Exhibition between Miami-Dade County and Florida Airports Council authorizing the Miami-Dade Aviation Department to host the 55th Annual Conference and Exhibition to be held in Aventura, Florida, from August 11-14, 2024, in an amount of \$50,000.00 in promotional funds and the provision of in-kind services.

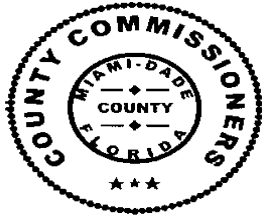
Section 3. Finds that the expenditure of Airport funds for the purposes stated above promotes the Miami-Dade County Airports, provides direct benefits to the Miami-Dade County Airports, and is consistent with the guidelines of the Federal Aviation Administration relating to use of airport property.

Section 4. Authorizes the County Mayor or County Mayor’s designee to execute the 55th Annual Conference and Exhibition Agreement and exercise all provisions therein, and to execute and exercise the provisions within any agreements arising under the Miami-Dade Aviation Department’s sponsorship and host obligations for the 55th Annual Conference and Exhibition.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "DMM", is written over a horizontal line.

David M. Murray



Agreement with Miami-Dade County to host the Florida Airports Council's 2024 55th Annual Conference and Exposition

The Florida Airports Council d/b/a Florida Airports Council, a Florida not for profit corporation, hereinafter referred to as **Council** or **FAC**, 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 2024 Annual Conference and Exposition (the "Conference"), occurring August 11 – August 14, 2024. 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 relating to 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(l);
- (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 relating to 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 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) Recruitment of conference speakers based upon approved topics;
- (f) Providing appropriate 'thank you' and recognition to speakers (at discretion of the Host);
- (g) Providing recommendations on potential venues for recreational, social programs and activities
- (h) Providing volunteers to assist with- 1) recreational, networking and social activities, 2) delegate welcome registration bag stuffing, and 3) other conference special events;
- (i) Assumption of all personnel costs of Host's staff and volunteers working the conference;
- (j) Provision of military color guard for the conference opening session, if desired;
- (k) 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
 - The Host will work with FAC and its event management contractor on the Monday Night Host Event to confirm number of delegates, VIPs designated by the Host (no more than 15 unless agreed by both parties), transportation needs and the layout of the food stations/seating. FAC should be used as a resource for the Host and in no way will either party impede on the selection of the venue, entertainment or food selections.
 - If FAC identifies inconsistencies in the planning of the event that will impact the overall performance of the event, FAC may make necessary adjustments in order to maintain the quality of the event
- (l) Sponsorship of any fee-based speaker(s) specifically requested by the Host, and not required by the Council;

- (m) Coordination with media, TV, radio, and newspapers;
- (n) Preparation and mailing of all invitations to federal, state and/or local dignitaries;
- (o) 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 Host receives any funds from other airport members as "co-host" of the event, or non-member convention industry groups, these members must be identified in advance and forwarded in writing to the Council for planning, budgeting, and accounting purposes; and
- (p) In the event that the Host's Monday Night Event budget exceeds the \$50,000 Conference Host Fee and the Host enters into all vendor contracts for the event independently including payment of all deposits and required fees, the requirement for payment to FAC outlined in 2(o) above is waived. The Host shall provide FAC with a detailed outline of the Monday Night Event budget no later than 90-days before the event. The budget must include the \$50,000 matching funds provided by FAC, or half of the cost of the Monday Night Event, whichever is less.

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 may not exceed a total amount of \$50,000. The Council acknowledges that the Host may elect to supplement this budget and/or 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 in writing to the Council for planning, budgeting and accounting purposes. 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 matching funds, up to \$50,000, or one half of the actual cost of the Monday Night Event, whichever is less. This provision of matching funds 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 President/CEO, 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 Host's airport and community; and (4) provide educational and informational programs and learning opportunities to 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, including its officers, employees and agents. Each party agrees to indemnify, defend and hold the other party harmless from and against any and all claims and liabilities arising out of or related to this Agreement, whether or not arising in tort, including costs, expenses and reasonable attorney's fees and costs. Each party shall further retain all rights and remedies at law or in equity in the event the other party fails to comply with its obligations under this Agreement. 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

- (a) 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.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- (c) The Host and the Council agree to the exclusive jurisdiction and venue of the state courts located in Orange County, Florida for any controversy or claim arising out of or relating to this Agreement.

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. 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: Name

 Title

 Address

 Phone

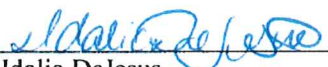
 Email

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

- (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 shall become effective when signed by the parties hereto 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 _____, 2023.

ATTEST:

By: 
Idalia DeJesus
Manager of Finance & Administration

FLORIDA AIRPORTS COUNCIL

By: 
Lisa Lyle Waters
President/CEO

ATTEST:

MIAMI-DADE COUNTY

By: _____
Name/Title

By: _____
Title

Date: _____, 2023

Approved as to form and legality by legal
counsel.

By: _____
Name/Title