

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: October 17, 2006

☒ Consent    ☐ Regular  
☐ Workshop    ☐ Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: An agreement with the Florida Airports Council (FAC) for Palm Beach County Department of Airports to host the 39th Annual Conference and Trade Show in 2008 at The Breakers Hotel.

**Summary:** The FAC has selected The Breakers Hotel in Palm Beach as the location for the 39th Annual Conference and Trade Show beginning Saturday July 19, 2008 until Thursday July 24, 2008. This annual event draws an estimated 700+ participants, including FAC members, nationally recognized speakers, corporate sponsors and aviation industry exhibitors for the largest single-state aviation conference in the nation. Expected attendees include federal and state leaders as well as industry professionals who will discuss national and state issues affecting Florida's airports. Palm Beach County Department of Airports' responsibilities as host include hotel logistics, on-site assistance in registration of participants, development of conference program and sponsorship of "Welcome to Palm Beach County" reception. In hosting the event, the Department is making a financial commitment of \$50,000. This financial commitment may be funded in part by corporate sponsors. **Countywide (LMB)**

**Background and Justification:** 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. FAC is the largest airport-specific organization in Florida and is considered by industry leaders to be the premier airport organization in the nation.

The FAC Annual Conference and Trade Show events begin on Saturday July 19, 2008 until Thursday July 24, 2008 with an expected total occupancy of 1340 guest rooms spanning over the five nights. Palm Beach County's Convention and Visitors Bureau (CVB) Convention Services Department will assist the Department of Airports in conference planning and management. Palm Beach County's tourism features of local attractions and restaurants will be linked to the conference website. The anticipated economic impact of the conference is \$455,600.

**Attachments:**

1. Agreement with the Florida Airports Council for 2008 (3 originals)

Recommended By: \_\_\_\_\_

Department Director

Date

Approved By: \_\_\_\_\_

County Administrator

Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs		50,000			
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		50,000			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
Budget Account No: Fund 4100 Department 120 Unit 1110 Object 3101  
Reporting Category \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

The formula used by the International Association of Convention & Visitors Bureau (IACVB) proposes the total economic impact to Palm Beach County is \$455,600. Under the terms of the contract, the Department is required to pledge a not to exceed amount of \$50,000 in sponsorship of the event. The Department may fund this pledge with corporate sponsorships. Any County funding will be from Airport Revenues; no General Fund or Ad Valorem Dollars will be used.

C. Departmental Fiscal Review: CM Summer

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB  
9/21/2006  
9.25.06  
9.21.06 PM  
9-20-06

Contract Dev. and Control  
9/26/06  
9/26/06

This Contract complies with our  
contract review requirements.

### B. Legal Sufficiency:

Laura Debe  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

REVISED 9/03  
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)



**Agreement with  
Palm Beach County  
to host the  
Florida Airports Council's  
Annual Conference and Trade Show  
In 2008**

The Florida Airports Council, hereinafter referred to as **Council**, holds an annual Conference for its members, and the Council desires by this agreement to enter into a contract with **Palm Beach County**, hereinafter referred to as **Host**, to serve as the sponsor of the Council's 2008 Annual Conference and Trade Show (the "Conference"). The Council's Executive Director 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:

1. COUNCIL'S RESPONSIBILITIES.

The Council shall provide the following services in connection with the Conference:

- (a) Negotiation of a favorable Conference hotel contract, in concurrence with the Host;
- (b) Development and production of all Conference materials, in concurrence with the Host;
- (c) Printing and mailing of Conference materials;
- (d) Development of a Conference-marketing plan, in concurrence with the Host;
- (e) Collection of Conference registration forms and fees;
- (f) Supervision of on-site Conference registration and hotel logistics, to include food, beverage, audio-visual equipment, etc.;

- (g) Establishment of a Sponsorship Fundraising Committee;
- (h) Establishment of a Program Development Committee;
- (i) Preparation of correspondence and thank-you letters to all Conference speakers and sponsors;
- (j) Implementation of a financial and accounting control system to monitor Conference revenues and expenses;
- (k) Printing of advertising copy;
- (l) Granting of final approval to Host of Conference theme, topics, and speakers; and
- (m) Serve as the Conference hotel contact for all matters related to the Conference planning and execution.

2. HOST'S RESPONSIBILITIES

The Host shall provide the following services in connection with the Conference:

- (a) Selection of Conference theme;
- (b) Approval of Conference logo;
- (c) Provide gifts to registered Conference attendees;
- (d) Assume personnel costs of Host's staff members;
- (e) Provide Military Color Guard, if desired, for the Conference opening session;
- (f) Arrange invitations to state or local dignitaries as determined appropriate by the Council's Program Committee;
- (g) Provide staff to host the Conference hotel welcome and special events desks;
- (h) Develop a spouse/guest program;
- (i) Provide financial sponsorship of the Monday Night Event and any other event specifically required by the Host; and
- (j) Provide financial sponsorship of any fee-based speaker specifically required by the Host.

### 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 this 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) The Host may not contractually bind the Council without prior written approval from the Council.
- (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. The Council acknowledges that the Host intends to seek outside revenue sources, such as corporate sponsors, to sponsor the Conference to 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. Both parties recognize, in advance, the importance of keeping Conference expenses and revenues within budget.

### 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, the Host and the Palm Beach International Airport; (2) generate funds to help operate the Council and its programs; (3) to promote the Council and the Palm Beach International Airport; and (4) to 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.

5. DEFAULT/REMEDY

- (a) 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. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to terminate this Agreement and/or to recover actual damages from the defaulting party (but not punitive, special or consequential damages). The remedies provided in this paragraph shall be the exclusive remedies available to a non-defaulting party in the event of a breach of this Agreement.

6. 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:                      Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
ATTN: Director

With a copy to:              Palm Beach County Attorney's Office  
301 N. Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401  
ATTN: Airport Attorney

If to Council:

- (c) This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.
- (d) This Agreement and all obligations of Host hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners; provided, however, Host

acknowledges its obligation to appropriate sufficient funds to satisfy its obligations hereunder.

- (e) 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.
- (f) This Agreement shall become effective when signed by the parties hereto and approved by the Palm Beach County Board of County Commissioners.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

Mary Catherine Johnson

FLORIDA AIRPORTS COUNCIL

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

ATTEST: SHARON R. BOCK  
Clerk and Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Tony Masilotti, Chairman

(SEAL)

APPROVED AS TO TERMS AND  
CONDITIONS

BY: David Kelly  
Director of Airports

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

BY: \_\_\_\_\_  
County Attorney