



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	<u>50,000</u>	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	<u>50,000</u>	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 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 \$532,581. 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. Any County funding will be from Airport Revenues; no General Fund or Ad Valorem Dollars will be used.

C. Departmental Fiscal Review: CM Sumner

**III. REVIEW COMMENTS**

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

OFMB [Signature] 7/17/2013  
 AM 7/16/13 7/16

[Signature] 7/18/13  
 Contract Dev. and Control  
 7-18-13 B Wheeler

**B. Legal Sufficiency:**

Anne Helgand 7-22-13  
 Assistant County Attorney

**C. Other Department Review:**

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



**Agreement with the  
Palm Beach County, Florida  
to host the  
Florida Airports Council's  
2015 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 Palm Beach County, Florida, hereinafter referred to as **Host**, to serve as the Host of the Council's 2015 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 including all costs associated with such 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 a 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, if desired by 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.];
- (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
  - 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 by Host;
- (j) Selection of venue, execution of contracts, and financial responsibility for any 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) Providing, at its sole cost, any special activities for the spouse/guest program beyond what the FAC Board of Directors approves for each Annual Conference;
- (m) Coordination with media, TV, radio, and newspapers;
- (n) Preparation and mailing of all invitations to federal, state and/or local dignitaries; and

- (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.

**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.
  - 1) 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 is not financially obligated beyond \$50,000.
- (c) Both parties recognize the importance of keeping Conference expenses within budget and agree to work collaboratively to reduce costs to the extent practical.

**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 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 here into 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.
- (c) In the event an irreconcilable issue arises concerning either party’s actions under this contract after the Council contracts with a host hotel, the matter will be referred to the Florida Conflict Resolution Consortium as a condition precedent to litigation.

**Section 8. DISPUTE RESOLUTION COSTS/VENUE**

In the event that, after an attempt to resolve disputes through the Florida Conflict Resolution Consortium, 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, and venue in Palm Beach County, Florida. The Host and the Council agree to jurisdiction of the State of 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, age, familial status, gender identity and expression 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

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

- (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.
- (e) Palm Beach County has established the Office of Inspector General in the Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Council, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241- 2-440, and punished pursuant to Section 135.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- (f) No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of the Council or Host.
- (g) If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

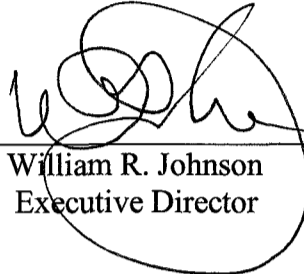
(h) Council shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Council is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

**FLORIDA AIRPORTS COUNCIL**

Wm. Johnson

  
\_\_\_\_\_  
William R. Johnson  
Executive Director

ATTEST: SHARON R. BOCK  
Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS**

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

BY: \_\_\_\_\_  
Steven L. Abrams, Mayor

(SEAL)

APPROVED AS TO TERMS AND  
CONDITIONS

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

BY:   
\_\_\_\_\_  
Director of Airports

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