

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>\$20,000</u>	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$-0-</u>	<u>\$20,000</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No _____

Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4100 Department 120 Unit 1110 Object 3101
 Reporting Category _____

(J)

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

County funding for participation by the Department of Airports will be from Airport Revenues.

C. Departmental Fiscal Review: _____

Fred Samelli

III. REVIEW COMMENTS

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

*Financial Services
6/10/22*

ASDelle 6/10/22
OFMB 9/4 6-10-22

John J. Anderson 6/24/22
Contract Dev. and Control
6-24-22 TW

B. Legal Sufficiency:

Anne Delmont 6/27/22
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

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

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Karen Feaster is the Secretary of Florida Airport Manager's Association, Inc. d/b/a Florida Airports Council, a not-for-profit corporation, a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the Sixth day of June, 2022, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement to Host Florida Airports Council 2023 FAC 54th Annual Conference and Exposition between Palm Beach County, a political subdivision of the State of Florida, Boca Raton Airport Authority, an independent special district of the State of Florida, and Discover Palm Beach County, Inc., d/b/a Discover The Palm Beaches, a 501(c)6, private, not-for-profit corporation and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Lisa L. Waters, the President/CEO of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the Sixth day of June, 2022


[Signature]

Karen Feaster, Secretary

Seal

BOCA RATON AIRPORT AUTHORITY

RESOLUTION NO. 05-13-22

Resolution of the Boca Raton Airport Authority authorizing the Agreement to Host the Florida Airports Council 2023 FAC Annual Conference and Exposition among the Boca Raton Airport Authority, Palm Beach County, Discover the Palm Beaches (DTPB), Martin County and the Florida Airports Council from July 20-26, 2023.

WHEREAS, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Airport");

WHEREAS, the Boca Raton Airport Authority is an active member of the Florida Airports Council;

WHEREAS, the Florida Airports Council will hold its 2023 FAC Annual Conference and Exposition in Palm Beach County from July 20-23, 2023, providing for education of its membership on matters affecting the aviation industry in the State of Florida; and

WHEREAS, the Authority desires to co-host the event in partnership with Palm Beach County, Discover the Palm Beaches, and Martin County by entering into an Agreement to Host the Florida Airports Council 2023 FAC Annual Conference and Exposition.


NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF MAY 2022, AS FOLLOWS:

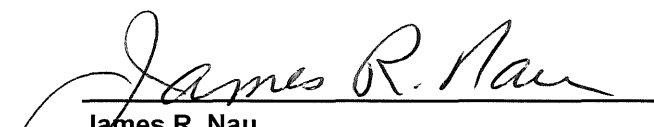
1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby approves the Agreement.
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 05-13-22.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 05-13-22.

ADOPTED by the Boca Raton Airport Authority this 18th day of May 2022.

ATTEST:

BOCA RATON AIRPORT AUTHORITY


Randy Nobles
Secretary & Treasurer


James R. Nau
Chair

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Peter C. Yesawich is the Secretary of Discover Palm Beach County, Inc., d/b/a Discover The Palm Beaches ("DTPB") a 501(c)6, private, not-for-profit corporation, organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 10th day of May, 2022, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement to Host Florida Airports Council 2023 FAC 54th Annual Conference and Exposition between Palm Beach County, a political subdivision of the State of Florida, Martin County, a political subdivision of the State of Florida, Boca Raton Airport Authority, an independent special district of the State of Florida, and Discover Palm Beach County, Inc., d/b/a Discover The Palm Beaches, a 501(c)6, private, not-for-profit corporation and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Jorge Pesquera, the President & CEO of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 10th day of May, 2022.

Peter C. Yesawich
Electronic Signature Applied 5/10/2022
Secretary

Seal

**AGREEMENT TO HOST FLORIDA AIRPORTS COUNCIL
2023 FAC 54th ANNUAL CONFERENCE AND EXPOSTION**

THIS AGREEMENT is made and entered into by and between the Florida Airport Manager's Association, Inc., d/b/a the Florida Airports Council, a Florida not for profit corporation ("FAC" or "Council"), and Palm Beach County, a political subdivision of the State of Florida ("PBC"), Boca Raton Airport Authority ("BRAA"), an independent special district of the State of Florida, and Discover Palm Beach County, Inc., d/b/a Discover The Palm Beaches ("DTPB") a 501(c)6, private, not-for-profit corporation (hereinafter collectively referred to as "Host").

WITNESSETH:

WHEREAS, PBC owns and operates the Palm Beach International Airport (PBI), and BRAA owns and operates the Boca Raton Airport ("BCT") (hereinafter collectively referred to as the "Airports"); and

WHEREAS, DTPB provides destination marketing services to PBC, as an independent contractor for branding, marketing, promoting, and advertising PBC as a national and international destination; and

WHEREAS, FAC holds an annual conference for the education of its membership, and the Council desires to enter into a contract with Host to serve as host of Council's 2023 FAC 54th Annual Conference and Exposition ("Conference"); and

WHEREAS, FAC has entered a contract to hold the Conference from July 20 – 26, 2023, at the Palm Beach County Convention Center ("Convention Center") located in West Palm Beach, Florida.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties hereto covenant and agree to the following terms and conditions:

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 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(m).
- (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.
- (k) Printing advertising copy and Conference signage.
- (l) Serving as the primary contact with the Conference hotel for all matters related to the Conference planning and execution.

Section 2. HOST'S RESPONSIBILITIES

- (a) DTPB will be responsible for development of conference theme, to be approved by FAC Board of Directors and Airports.
- (b) DTPB will be responsible for Development of conference logo, to be approved by FAC Board of Directors and Airports.
- (c) The Host will be responsible for providing gifts to registered conference attendees (at discretion of the Host).
- (d) The Airports will be responsible for development of conference topics to be approved by FAC Board of Directors. FAC Board Liaison will be appointed to coordinate with the Airports on topics and speakers/moderators.
- (e) The Airports will be responsible for recruitment of conference speakers based upon approved topics.
- (f) PBC will be responsible for providing appropriate “thank you” and recognition to speakers (at discretion of PBC).
- (g) DTPB will provide recommendations on potential venues for recreational, social programs and activities.
- (h) The Host will provide volunteers to assist with the registration desk, registration bag stuffing, and coordination of social activities.
- (i) The Host assumes all personnel costs of Host's staff and volunteers working the

conference for their respective agencies.

- (j) The parties have selected the Convention Center as the venue for the Monday Night Event to be held on July 24, 2023, for a total cost of \$54,725.83 for food and beverages, which assumes 550 delegates attending. The Council acknowledges and agrees that it has: (i) reviewed and approved the Event Proposal provided by the Convention Center for food and beverage services and accepts the terms and conditions thereof; and (ii) acknowledges that the food and beverage costs have been discounted by 30% because the Monday Night Event is being sponsored by the PBC Department of Airports. The Council acknowledges and agrees that it will be responsible for the timely payment of all required advance deposits, and the cost of food and beverage services for the Monday Night Event as outlined in the Event Proposal.
- (k) DTPB, PBC, and BRAA each agree to pay a host fee to the Council in the amounts set forth below within 30 days after the date of the Conference, which shall be invoiced by the Council as follows:
 - 1. DTPB shall pay \$20,000;
 - 2. PBC shall pay \$20,000; and
 - 3. BRAA shall pay \$10,000.
- (l) PBC will be responsible for coordinating entertainment for the Monday Night Event with the Cultural Council for Palm Beach County, which will be provided at no additional cost to the parties and is anticipated to have a value of \$5,000. In consideration of the donation of entertainment for the Monday Night Event, the parties agree that the Cultural Council for Palm Beach County shall be included in Conference materials and promotional publications as a sponsor.
- (m) The Host will be responsible for sponsorship of any fee-based speaker(s) specifically requested by the Host, if any.
- (n) DTPB will be responsible for coordination with media, TV, radio, and newspapers.
- (o) The Airports will be responsible for preparation and mailing of all invitations to federal, state and/or local dignitaries for their respective agencies.

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 DTPB, PBC, and BRAA financial obligations hereunder shall not exceed the amounts outlined in Section (2)(k) above. 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 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 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 an agreement to host a FAC Annual Conference and Exposition.

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 Airports 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 any of the parties to this Agreement is in default of its obligations under this Agreement, the non-defaulting parties 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 any 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, any party shall have the right to terminate this Agreement, by giving written notice of termination to the other parties prior to execution of a contract with a "host hotel" for the Conference. This Agreement may not be terminated by any party after that date unless approved, in writing, by the parties.
- (b) Upon termination of this Agreement pursuant to this Section, no party shall have any further liability or obligation to any 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 a party's actions under this Agreement 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 COST/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, 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 DTPB: Jorge Pesquera, President & CEO
 Discover The Palm Beaches
 2195 Southern Boulevard., Suite 400
 West Palm Beach, FL 33406
 561-233-3010

If to PBC: Laura Beebe, Director of Airports
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470
561-471-7403

If to BRAA: Clara Bennett, Executive Director
Boca Airport Raton Airport Authority
903 NW 35th Street
Boca Raton FL, 33431
561-391-2202

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

- (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) The Council's President/CEO, or designee, the Airports' Director(s)/Manager, or designee(s), and DTPB's President/CEO shall serve in all matters relative to this Agreement.
- (e) PBC has established the Office of the Inspector General in 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 PBC contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the parties and their respective 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 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- (f) The failure of any party to this Agreement to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that party may have for any subsequent breach, default, or non-performance, and that party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.
- (g) 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 of PBC, or BRAA or employees of the parties.

- (h) The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.
- (i) This Agreement shall become effective when signed by the last of the parties hereto and shall terminate upon completion of the Conference or pursuant to Section 7 herein.
- (j) This Agreement may be executed in multiple counterparts, which shall collectively constitute one and the same instrument.

{Signature pages follow}

IN WITNESS WHEREOF, the Florida Airports Council duly executed this Agreement on the date hereafter written.

FLORIDA AIRPORTS COUNCIL

By: 
Lisa Lyle Waters, President & CEO

Date: May 10, 2022

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Palm Beach County Board of County Commissioners on as of _____, 2022.

ATTEST:

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS**

**JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Anne Delgant
County Attorney

By: Lana Burke
Director, Department of Airports

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of Discover Palm Beach County, Inc. on the date hereafter written.

ATTEST:

By: Peter C. Yesawich
Electronic Signature Applied 5/10/22
Secretary

**DISCOVER PALM BEACH COUNTY,
INC.**

By: Jorge Pesquera
Jorge Pesquera, President & CEO

Date: 5/10/22

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]
TDC Executive Director

IN WITNESS WHEREOF, the Boca Raton Airport Authority duly executed this Agreement on the date hereafter written.

BOCA RATON AIRPORT AUTHORITY

By: James R. Nau

Name: JAMES R. NAU

Title: BRAA Board Chair

Date: 5/18/2022

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Amey Taylor Platts



Chairman of the Board
Luis Olivero
Greater Orlando Aviation Authority

Vice-Chairman
Roy Sieger
Flagler Executive Airport

Secretary/Treasurer
Kerry Keith
Naples Airport Authority

Immediate Past Chair
Education Foundation President
Parker W. McClellan, Jr., A.A.E.
Northwest Florida Beaches
International Airport

President/CEO
Lisa Lyle Waters

Board of Directors

Mark Cervasio
Venice Municipal Airport

Karen Feaster
Daytona Beach International Airport

James Furioli
Lee County Port Authority

Rufus James
Fort Lauderdale Executive Airport

Mark Kistler, P.E.
Michael Baker International

Michael Nonnemacher, A.A.E.
Fort Lauderdale-Hollywood
International Airport
Broward County Aviation Department

James W. Parish, P.E.
Punta Gorda Airport

Chad Rosenstein
Lee County Port Authority

September 10, 2021

Mrs. Laura Beebe, Airports Director
Palm Beach International Airport
846 Palm Beach Intl. Airport
West Palm Beach, FL 33406-1470

RE: Florida Airports Council 54th Annual Conference and Exposition

Dear Mrs. Beebe,

On a rainy Tuesday afternoon in the fall of 1969, a group of south Florida airport managers gathered in South Florida to ponder how they could leverage their collective influence with the newly formed Florida Department of Transportation; the issue at hand, how to spend state transportation tax dollars among the various needy lines of business - rail, highway, transit and airports. That year, the entire Florida transportation budget was \$40 million. Florida airports were seeking support for security and infrastructure improvements but ranked low on the list of priorities.

Fast forward 52 years. In 2021, thanks to the hard work of airport managers statewide and past leaders, including several that have served with PBI - Richard Cleveland-1974 FAMA President, Bruce Pelly-1995 FAMA President and Jerry Allan-2006 FAC President, the association has forged strong alliances with the State legislature and FDOT. Due to a strong unified voice, airport improvements were funded at over \$267 million for the 2021 fiscal year.

The purpose of my letter is to seek your consideration as the principal sponsor of the Florida Airports Council 54th Annual Conference in West Palm Beach in the summer of 2023. The last time we were in Palm Beach County was in 2015. The conference venue was the historic Boca Raton Resort, and it was very well attended.

The annual conference is the largest event of the year for the Council and is always well attended. The conference typically attracts over 775 delegates representing airports, state and federal agencies and aviation businesses from Florida and around the U.S. This event also brings notable economic impacts to the area due to the expenditures of participants for hotel accommodations, dining and entertainment, and corporate events that are planned during the week of the conference. Occupied hotel room nights for the four-day event are forecast at over 1,575.

FLORIDA AIRPORTS COUNCIL
5802 Hoffner Avenue, Suite 708 | Orlando, FL 32822
Phone: 407-745-4161 | www.floridaairports.org

Mrs. Beebe
September 10, 2021
Page 2

An estimate of the total economic impact of the event in 2023, using an Economic Impact Calculator (EIC) developed by the Destination Marketing Association, Inc, estimates that based upon the number of attendees expected, market room rates, length of stay, rentals, food and beverage expenditures, etc. the total estimated economic impact for the FAC event is approximately \$1,460,000.

On behalf of the FAC Board of Directors and Membership, thank you for considering this invitation. Should you have any questions, please feel free to contact me. I look forward to hearing from you.

Best Regards,



Lisa L. Waters
President/CEO

cc: Luis Olivera, FAC Chairman of the Board