

ANNUAL CONFERENCE & EXHIBITION HOST AGREEMENT

33409

This AGREEMENT made as of the 6th day of November, 2013 by and between Airports Council International-North America, Inc. (hereinafter "ACI-NA") and the City of Long Beach, acting through the Long Beach Airport (hereinafter "City" or "Host").

RECITALS:

WHEREAS, ACI-NA has designated Long Beach, CA as the preferred location for its 2015 Annual Conference & Exhibition, September 30 - October 8, 2015, subject to the execution of appropriate hotel and convention center contracts; and

WHEREAS, City is desirous of acting as the Host for said Conference & Exhibition; and

WHEREAS, ACI-NA is relying on the City performing the services specified herein in order to make the 2015 Annual Conference & Exhibition a success.

NOW THEREFORE, in consideration of these premises and of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows.

**Obligations of Host.** City agrees to perform and be responsible for all activities, services and materials as set forth in the Host Obligations document attached hereto as Attachment A. Should City fail to provide any of the agreed -upon obligations, ACI-NA will arrange for the activities, services and/or materials and will invoice City for the costs. City will receive notification, in writing, prior to ACI-NA arranging the purchase of any activities, services and/or materials on behalf of City.

**Relationship of Parties.** This Agreement creates no relationship of joint venturers, partners or associates. Each party shall have the right to appoint, and will solely be responsible for its own employees, agents and representatives. Neither party has, nor will hold itself out as having any right, power or authority to create any contract or obligation on behalf of, or in the name of the other party, or to otherwise bind the other party or to do any act or thing in the name of the other party unless specifically provided in this Agreement.

**Pre-Existing Obligations.** The parties hereto represent and warrant that they are not under any pre-existing obligation or obligations inconsistent with the provisions of this Agreement.

**Confidentiality.** For the purposes of this Agreement, "Confidential Information" means any information disclosed by one party to the other in connection with the performance of the obligations under this Agreement and identified as confidential. Each party shall maintain all of the other party's Confidential Information in strict confidence and will protect such information with the same degree of care that such party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. Notwithstanding anything herein to the

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contrary, Confidential Information shall not include information that is (a) already known to or otherwise in the possession of a party at the time of receipt from the other party and that was not known or received as a result of violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by a party; (c) rightfully obtained by a party from any third party having a right to disclose such information without restriction and without breach of any confidentiality obligation by such third party; (d) developed by a party independent of any disclosure hereunder, as evidenced by written records; or (e) subject to disclosure as required by applicable law, including without limitation the California Public Records Act; (f) disclosed pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, provided that the party receiving such order shall notify the other prior to such disclosure and shall cooperate with the other party in the event such party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure. The obligation to maintain confidentiality shall survive the expiration of this Agreement.

**Return of Confidential Information.** All of a party's Confidential Information disclosed to the other party and all copies thereof, shall be and remain the property of the disclosing party. All such Confidential Information and any and all copies and reproductions thereof shall, upon the expiration or termination of this Agreement for any reason, or within fifteen (15) days of written request by the disclosing party be promptly returned to it, or destroyed, at the disclosing party's option. In the event of such requested destruction, the party receiving such request shall provide to the other party written certification of compliance therewith within fifteen (15) days of such written request.

**Force Majeure.** None of the parties shall be liable to the other party for any delay or failure to perform, arising out of causes beyond its reasonable control, including, but not limited to, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, acts of the enemy, embargoes or work stoppage, labor disputes or strikes.

**Subcontractors.** Each party warrants and represents that it shall only utilize, in the performance of functions covered by this Agreement, those subcontractors who carry at least One Million Dollars (\$1,000,000.00) in comprehensive general liability insurance and who agree to indemnify the parties against all claims arising from subcontractor's activities hereunder. A party utilizing subcontractors in the performance of its obligations hereunder shall be responsible for the actions of those subcontractors.

**Indemnification.** Each party shall indemnify, defend and hold harmless the other and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorneys' fees (collectively "Claims") to the extent of its insurance coverage, or if self-insured, with no limitation, that may be asserted by third parties arising out of or caused by the negligence of the indemnifying party, its employees or agents in connection with its performance under this Agreement. Neither party shall have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to Claims. Notwithstanding the foregoing, the party seeking indemnification must provide (a) written notice of the claim promptly after learning of it, (b) all requested information which it possesses about the claim, (c) reasonable cooperation and assistance, and (d) sole authority to the indemnifying party to settle the claim.

**Parties in Interest.** Nothing in this Agreement (whether express or implied) is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over against any party. Neither party shall assign or subcontract the whole or any part of this Agreement without the prior written consent of the other party.

**Executive Order 13224 Certification.** Each party certifies that: (a) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation names by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (b) it is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

Each party hereby agrees to defend, indemnify and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

**Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California. If there is any conflict between a provision of this Agreement and any present or future law or regulation, the provision of this Agreement that is affected shall be curtailed to the extent necessary to bring them within the requirements of the law.

**Modifications.** Except as provided otherwise in this Agreement, no amendment or modification of this Agreement shall be valid unless in writing signed by both parties.

**Authority.** Each party represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and that those obligations shall be binding without the approval of any other person or entity. Each person signing this Agreement on behalf of a party represents and warrants it has the full right, power, legal capacity and authority to sign this Agreement on behalf of that party.

**Entire Agreement and Waiver.** This Agreement contains the entire agreement among the parties hereto and supersedes all prior and contemporaneous agreements, negotiations and understandings among the parties hereto relating to the subject matter herein. There are no other understandings, statements, promises of inducement, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

**Termination.** This Agreement will continue in force from the date of signing until the conclusion of the 2015 Annual Conference & Exhibition, anticipated to be Thursday, October 8, 2015.

**Attachment A.** The City is responsible for reviewing Attachment A and agrees to adhere to the policies set forth. City's signature indicates acknowledgement of requirements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first hereinabove stated by their duly authorized representatives.

AIRPORTS COUNCIL INTERNATIONAL – NORTH AMERICA

By *[Signature]*  
Its Vice President, Meetings & Education's Partnerships.

CITY OF LONG BEACH

By *[Signature]* Assistant City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.  
Its City Manager

APPROVED AS TO FORM

11-19-2013

CHARLES PARKIN, City Attorney

By *[Signature]*  
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

## **ANNUAL CONFERENCE & EXHIBITION HOST OBLIGATIONS**

### **Attachment A**

#### **CLOSING NIGHT EVENT**

The costs of the closing night event will be covered by the Host. Costs have historically averaged \$140,000, although a specific dollar amount cannot be cited until all aspects of the event are identified, including, but not limited to, venue, food and beverage, entertainment, décor, ground transportation, etc. All planning and execution of the event will be ACI-NA's responsibility. The Host's input will be solicited for assistance in site selection. Host will be invoiced for half of the anticipated closing night event costs at the beginning of the fiscal year in which it is the host. The remaining balance will be invoiced at the conclusion of the event and within 60 days following the event.

#### **SPONSORSHIPS**

The ACI-NA Board policy is that ACI-NA annual conference Hosts must commit to funding, with their own monies or with funds from other sources.

In 1998, the ACI-NA Board of Directors adopted a sponsorship policy and guidelines for the organization and its members. Under the policy, ACI-NA will accept sponsorships for its conferences and events. ACI-NA Members have first preference in sponsorship opportunities. Sponsorships will be accepted from non-members in special circumstances.

ACI-NA recognizes that the Host may seek to offset the costs of hosting the event through the solicitation and collection of sponsorships. In order to avoid direct competition with ACI-NA for sponsorship dollars, the Host is encouraged to solicit only local companies, vendors, and organizations. If the Host does choose to solicit or collect sponsorships to offset costs, those sponsors will not be accorded ACI-NA sponsor benefits unless they also sponsor directly through ACI-NA. ACI-NA's sponsorship program is related to all items and events on-site during the annual conference & exhibition, therefore, the Host cannot solicit sponsorships for those items and events. Local Host Airport sponsors may be recognized at the Host Airport Welcome booth, the airport, and at the Closing Night event.

#### **STAFF/VOLUNTEERS**

Host will provide a robust, energetic corps of staff or volunteers on-site. Host staff must have some sort of uniform or consistent dress to provide a strong visual identity to the attendees. Host is responsible for Host staff's attire, food and beverage, transportation/parking fees, etc. Host staff is needed for a variety of settings and responsibilities including, but not limited to:

- ✓ Greeters for VIP ground transfers (1 per transfer)
- ✓ Committee meetings (1 per meeting)
- ✓ Press office (1 per day), preferably someone with airport press/public relations experience
- ✓ Runners (6 per day)
- ✓ Human Arrows/Guides ( 10 per day)
- ✓ Registration (2 shifts of 12 per day for a total of 24 volunteers)
- ✓ Exhibition hall announcer (1 per day)
- ✓ Exhibit Hall show floor monitor (1 per day)

- ✓ ACI-NA Booth Monitor ( 1 per day)
- ✓ Sponsor giveaway stand monitor ( 1 per day)
- ✓ Host welcome desk (at Host's discretion)
- ✓ Guest tours (1 per tour)
- ✓ General sessions (6 per day)
- ✓ Concurrent sessions (1 per session)
- ✓ Airport tours (1 per bus)

Host will designate one individual to serve as overall coordinator for the Annual Conference and primary liaison to ACI-NA.

A detailed schedule and description of Host staff responsibilities will be provided by ACI-NA no later than nine months prior to the event.

### **PROMOTIONAL EFFORTS**

ACI-NA is primarily responsible for the promotion of the conference and exhibition, with the Host's augmentation and support. Alternative or additional ideas and opportunities for promotion can be discussed with ACI-NA.

ACI-NA will develop the theme and logo. Host will be responsible for:

- **Promotional Copy:** Provide promotional copy about the airport/city for ACI-NA's use in various promotional materials. Copy is to include details about the airport, local transportation, attractions, and local weather.
- **Photographs:** Provide color photographs of the airport, city, conference site, etc. in high-resolution electronic format.
- **Invitation/Welcome Letters:** Provide letters, including color photos and signatures in electronic format, from the governor, mayor, airport director, and/or other appropriate official(s) for use in promotion materials.
- **Exhibition Booth:** At the 2014 Annual Conference & Exhibition in Atlanta, GA, purchase and staff a booth in the exhibition hall. All costs associated with exhibiting, including fee for booth space, furnishings, décor, etc., are the responsibility of the Host. Booth space fees for 2014 and 2015 are not yet established. By way of reference, the Member rate for a 10x10 booth at the 2013 exhibition in San Jose was \$4,775 USD (\$4,425 early-bird rate). Small giveaways promoting the next year's event are also encouraged.
- **Closing Night Reception:** At the 2014 Annual Conference & Exhibition, sponsor the first hour ("reception") of the closing night event, including food and beverage, décor, entertainment at a fee of \$10,000. This amount will be invoiced in 2014.
- **Airport Welcome:** Welcome the delegates in some manner (e.g. signs, banners, billboards, welcome centers) as they arrive at the airport. The airport may also encourage discounts from airport vendors, such as concessionaires and ground transportation providers.
- **Welcome Booth:** Welcome the delegates to the conference. The Host welcome booth is traditionally placed in the ACI-NA registration area at the main conference venue, and is open during posted ACI-NA registration hours. Construction and furnishing of the booth can be provided at a discounted rate by the show decorator. (Please see "Souvenir Gifts" below)

- Press Relations: Coordinate with ACI-NA in promoting media coverage of the conference, and assist with press releases and press conferences.

### **CONTRACTUAL AGREEMENTS**

ACI-NA will solicit the Host's recommendations regarding the selection of providers of other services relating to the conference. All selection of conference vendors and providers are the responsibility of ACI-NA. The Host will not enter into any contractual obligations on behalf of ACI-NA. These can include, but are not limited to:

- Caterers,
- Ground transportation providers to be paid by ACI-NA, and
- Vendors, suppliers, etc. to be paid by ACI-NA.

For those contracts to which the Host agrees, for events, services, or other items provided as part of the Host's responsibilities in conjunction with the Annual Conference & Exhibition, ACI-NA will be named as additional insured by all parties.

### **GENERAL SESSIONS**

The Host will:

- Invite and secure VIPs for opening ceremonies, e.g. governor, mayor, other elected or appointed officials.
- Provide a person or group to perform the U.S. and Canadian national anthems during the opening ceremonies
- Provide U.S., Canadian, and state flags for general session and honors luncheon stages.
- Provide color guard for opening ceremonies
- Provide a short welcome video or other walk-in entertainment for opening ceremonies, entertainment and video must be reviewed and approved by ACI-NA.

### **GROUND TRANSPORTATION**

Host is responsible for providing a personal greeting and roundtrip ground transportation between the airport and the conference hotel(s) for no more than 15 ACI-NA top officials, including the executive committee of the Board of Directors, and invited dignitaries. ACI-NA will provide, in writing, arrival dates, times and flight information to the Host.

For the Board Dinner or if additional hotels are required, the Host may be called upon to suggest vendors with whom ACI-NA may contract to provide transportation between all venues.

### **GUEST TOURS**

Host will select, with ACI-NA input and guidance, a destination management company to provide guest tours, and will also suggest specific, appropriate tours. Host will execute all contracts with DMCs and will have final approval over all guest tours. Host will provide space for DMC staff to handle on-site ticket sales, coordinate activities and to answer questions, traditionally in the Host's welcome booth. The hours of operation would coincide with ACI-NA registration desk hours. One Host staff will be provided to accompany and monitor each tour.

## **AIRPORT TOURS**

Host will provide at least one tour of appropriate airport facilities, including roundtrip transportation, on the last morning of the conference. Luggage storage will be provided for those attendees departing that morning. At least one Host volunteer will accompany each bus. The airport tour must accommodate a minimum of 100 people.

## **COMPLIMENTARY REGISTRATION FORMS**

ACI-NA will provide 20 complimentary registrations to the event for the Host to use for airport staff to attend the event. These complimentary registrations may not be passed on to vendors or other non-airport employees, and do not extend to spouses/guests. ACI-NA will provide numbered comp registration forms for use by the Host.

## **OFFICES**

Convention center space for the Host office/volunteer center is allocated by ACI-NA. All charges are the Host's responsibility, including food, utilities, equipment rental, décor, room rental, etc.

## **SOUVENIR GIFTS**

The Host traditionally gives a souvenir gift to registered conference attendees and guests. The distribution area should be located in or near the ACI-NA registration area. The hours of operation will coincide with posted ACI-NA registration hours. ACI-NA will give to the Host the prior years' registration figures to assist in planning the number of gifts to be provided. The Host will provide volunteers to distribute and monitor the gift exchange. Registered attendees will be required to present a name badge for validation at the souvenir distribution desk.

Attendee souvenirs have varied widely from Host to Host. We suggest the gift be something unique to or indicative of the city, and something that can be taken through airport security in a carry-on. Past gifts have included jackets, thermoses, shoulder bags, water bottles, and various other logo items.

## **BOARDS OF DIRECTORS**

A souvenir gift, ideally indicative of the Host airport/city, is traditionally given to each of the ACI-NA Boards of Directors, and in the case of a combined ACI-NA/ACI World meeting to the ACI Board of Directors as well. This gift is normally delivered via a room drop at the hotel, coordinated and paid for by the host airport, the evening of the board dinner. The Host airport will receive 6 seats at the Board dinner.

## **ESTIMATED FINANCIAL RESPONSIBILITY OF HOST PAYABLE TO ACI-NA:**

- ALL COST ASSOCIATED WITH CLOSING NIGHT EVENT\*
- PREVIOUS YEAR'S CLOSING NIGHT EVENT RECEPTION (\$10,000)
- 10X10 BOOTH AT ANNUAL CONFERENCE AND EXHIBITION ONE YEAR PRIOR TO HOSTED YEAR

\*Host to be invoiced in advance for fee's payable to ACI-NA. ACI-NA and Host Airport to reach a mutually agreeable payment schedule with payments due prior to the start of the hosted year's event start. All final cost associated with the closing night event will be invoiced following the event.