

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 17, 2015

Department: Airports

Bulk Item: Yes No

Staff Contact /Phone #: Don DeGraw - 5210

AGENDA ITEM WORDING: Approval to enter into a Supporting Sponsor Agreement with Naval Air Station Key West in the amount of \$5000 (Airport Operating Funds), in support of the **2016 Southernmost Air Spectacular Air Show** to be held on **April 2 & 3, 2016**.

ITEM BACKGROUND: The Key West International Airport supported the 2013 NAS Airshow at the \$5000 level and seeks to continue the support of local community aviation related events. Sponsorship dollars benefit our military & their families Quality of Life Programs.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: \$5000 **INDIRECT COST:** N/A **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: \$5000 **SOURCE OF FUNDS:** Airport Operating Funds – 404

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Attorney [Signature] OMB/Purchasing [Signature] Risk Management [Signature]

DOCUMENTATION: Included Not Required

DISPOSITION: _____

AGENDA ITEM # _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Morale, Welfare and Recreation Department ,
Naval Air Station Key West

Effective Date: October 1, 2015
Expiration Date: end of event on 4/3/16

Contract Purpose/Description: Supporting Sponsor Agreement for 2016 Southernmost Air Spectacular Air Show to be held April 2 and 3, 2016.

Contract Manager: Don DeGraw
(name)

5200
(Ext.)

Airports - Stop # 5
(Department/ Stop)

for BOCC meeting on: 11-17-2015

Agenda Deadline: 11-3-2015

CONTRACT COSTS

Total Dollar Value of Contract: Approx. \$5,000.00.

Current Year Portion: \$5,000.00

Budgeted? Yes

Grant: N/A

County Match: Operating

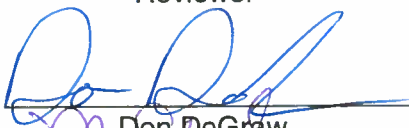
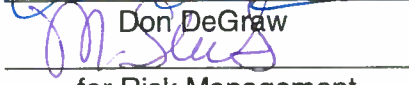
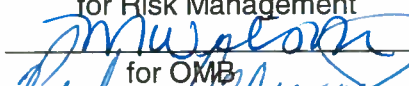

Account Codes: 404-63201-530480

ADDITIONAL COSTS

Estimated Ongoing Costs: n/a
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed		Reviewer	Date Out
		Yes	No		
Airports Director	<u>10/24/15</u>	()	(X)	 Don DeGraw	<u>10/24/15</u>
Risk Management	<u>10/7/15</u>	()	()	 for Risk Management	<u>10/17/15</u>
O.M.B./Purchasing	<u>10/20/15</u>	()	(X)	 for OMB	<u>10/22/15</u>
County Attorney	<u> / / </u>	()	(X)	 County Attorney	<u>10/6/15</u>

Comments: _____

MORALE, WELFARE & RECREATION DEPARTMENT
Naval Air Station Key West
P.O. Box 9027, Bldg. A-711, Essex Circle
Key West, FL 33040

COMMERCIAL SPONSORSHIP AGREEMENT
BETWEEN
MORALE, WELFARE & RECREATION DEPARTMENT
AND THE KEY WEST INTERNATIONAL AIRPORT

Agreement No. NASKW-2016-AS-015
11 September 2015

1. This Agreement is made and entered into by and between the **Morale, Welfare and Recreation Department, Naval Air Station Key West**, hereinafter referred to as "*Fund*," and the **Key West International Airport** hereinafter referred to as "*Sponsor*". In consideration of the premises and mutual promises set forth herein, the parties, intending to be legally bound, hereby agree as follows:

2. **Events.** *Fund* agrees to conduct the NAS Key West 2016 Southernmost Air Spectacular on 2 & 3 April 2016 on Boca Chica Field.

3. **Fund Responsibilities.**
 - a. Recognize *Sponsor* as Supporting *Sponsor* (\$5,000).
 - b. Provide any endorsement disclaimer, as required by the U.S. Navy, at the event and on all promotional materials distributed in connection with the event.
 - c. List *Sponsor* as Supporting *Sponsor* of the 2016 NAS Key West Southernmost Air Spectacular and hotlink *Sponsor* logo on the official 2016 NAS Key West Southernmost Air Spectacular website and Facebook fan page.
 - d. Include *Sponsor* on the Sponsorship Recognition banners, as Supporting *Sponsor*.
 - e. Display up to three (3) *Sponsor* banners (provided by *Sponsor*) throughout the air show site placed by *Fund*. Banners not to exceed 40 sq. ft.
 - f. Provide *Sponsor* with 1/2 page advertisement in the Program and recognize on the Thank You page of the NAS Key West 2016 Official Air Show Program as a Supporting *Sponsor*.
 - g. Recognize *Sponsor* as Supporting *Sponsor*, 2016 NAS Key West Southernmost Air Spectacular at least four (4) times in announcements made during performances on 2 & 3 April 2016.
 - h. Provide *Sponsor* with a display booth space (10X10 or comparable size) located along the Vendor Row (includes tent, table and chairs). Permit *Sponsor* to hang no more than one (1) *Sponsor* banner in booth, with placement approval from *Fund*. Any food sampling or giveaway must have prior approval from *Fund*. Table must post Navy disclosure statement (provided and placed by the *Fund*).
 - i. Provide *Sponsor* with preferred seating for up to 20 people **per day** (40 people total), with food, non-alcoholic beverages and access to Corporate Chalets.
 - j. Provide *Sponsor* four (4) tickets to the Sponsor and Performer Meet and Greet at the Blue Angels Reception on 31 March 2016.
 - k. Recognize *Sponsor* as Supporting *Sponsor* during the 31 March 2016, Sponsor and Performer Meet and Greet at the Blue Angels Reception.
 - l. Provide *Sponsor* eight (8) VIP Parking Passes **per day** (16 passes total).

- m. Provide *Sponsor* one (1) framed 2016 NAS Key West Southernmost Air Spectacular poster.
- n. Provide *Sponsor* two (2) VIP rides with aerobatic pilot.
- o. Provide *Sponsor* a fulfillment report.

4. **Sponsor's Responsibilities.**

- a. Sign and return this Agreement by 1 January 2016.
- b. Provide high resolution *Sponsor* logo for promotional purposes by 1 January 2016.
- c. Provide *Sponsor* banners for placement by 4 p.m. on 15 March 2016.
- d. *Sponsor* will provide a check in the amount of \$5,000 made out to "MWR Fund" by 15 January 2016.

5. **Term and Termination.** This Agreement shall be effective from date of signature by *Fund* through the end of the event or program. Either party may terminate with 30 days notice.

6. **Cancellation of Performance of Program or Event.** *Fund* shall not be responsible for events beyond its reasonable control, including, but not limited to acts of God, weather delays, government restrictions, security alerts or unforeseen commercial delays by the producer of the program or event. If the event is postponed due to any of the above, it may be rescheduled. *Sponsor* shall then be entitled to, and *Fund* agrees to give *Sponsor*, all rights set forth herein at no additional charge.

7. **Promotional Limitations.**

- a. Except as expressly provided herein, neither the *Sponsor* nor *Fund* shall have the right to use in any way the commercial or trade name, trademark(s), service mark(s), logo(s), or other identification of the other party without their prior written consent.
- b. *Sponsor* hereby grants to *Fund* a royalty-free, non-exclusive license to use and display trademarks, copyrighted materials, or patent protected goods or services associated with the products or services provided to *Fund*. Such use shall be limited solely to the duration of the event and any advertising or promotional activities relating thereto, which the *Fund* may show to prospective sponsors for future events. *Sponsor* and *Fund* acknowledge that provisions of this paragraph do not convey any right, title, or ownership interest in the trademark(s), service mark(s), logo(s), or other identification of one another without prior written consent.

8. **Disputes.** Any dispute or claim arising under this Agreement, which is not disposed of by consensus among the parties, shall be decided by the NAS Key West Commanding Officer, whose decision will be final; however, the *Sponsor* shall proceed diligently with the performance of this Agreement.

9. **Termination for Default.** The *Fund*, by written notice, may terminate this Agreement in whole or in part for failure of the *Sponsor* or any *Sponsor's* Subcontractors to perform any of the provisions herein. In such event, the *Sponsor* shall be liable for damages, including the excess cost of procuring similar supplies or services. The *Fund* will be able to keep any consideration already delivered to the *Fund*. In those cases where the consideration is completed upon the signing of the Agreement or in close proximity in time thereto, the following may be used instead of the above default clause: "This Agreement shall become effective on the date of the last signature of both parties and shall remain in effect until *Fund* submits such required after-action report(s) as agreed upon by the parties."

10. **Independent Contractor.** *Sponsor* and *Fund* shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, legal partnership or joint venture of employment between *Fund* and *Sponsor*.
11. **Assignment.** This Agreement is not assignable in whole or in part by any party hereto without prior written consent of the other.
12. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any and all prior agreements, arrangements, communications, or representations, whether oral or written, concerning the same subject matter. This Agreement may not be amended, altered, modified or changed except in writing, signed by both parties.
13. **Disclaimer.** Neither Fund or Navy, or any other part of the Federal Government officially endorses any company, sponsor, or their products or services.
14. **Costs of Agreement.** *Sponsor* by signing this Agreement acknowledges that its costs of sponsorship has not and will not be charged to any part of the Federal Government, unless agreed to by separate legally-binding contracts issued by the Federal Government.
15. **Notices.** All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the addresses cited under the authorizing signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

SPONSOR:

Signature

Printed

Title

Date

Street Address

City, State, Zip

MONROE COUNTY ATTORNEY
APPROVED FOR FORM
[Signature]

ASSISTANT COUNTY ATTORNEY
Date 10/6/15

FUND:

[Signature]

Signature

Timothy W. Campbell

Printed

MWR Director

Title

10/1/15

Date

Bldg. A-711 Essex Circle

Street Address

Key West, FL 33040

City, State, Zip



[Signature]

Your company will be identified as Supporting Sponsor for the NAS Key West 2016 Southernmost Air Spectacular. Sponsorship dollars benefit our military & their families Quality of Life Programs.

SUPPORTING SPONSOR

\$5,000

NAS Key West 2016 Southernmost Air Spectacular

ADVERTISING – PUBLICITY

PROMOTIONS – Permission to use the NAS Key West 2016 Southernmost Air Spectacular Logo and Supporting Sponsor designation in advertising and promotion.

WEBSITE – Logo recognition on sponsor page of Air Show website: www.airshowkeywest.com and a link to your company website.

ADVERTISEMENT – Your company identified as the Supporting Sponsor, NAS Key West 2016 Southernmost Air Spectacular on Air Show Facebook fan page.

SIGNAGE – Your company logo included on Sponsorship Recognition Banner at Air Show, noted as Supporting Sponsor, NAS Key West 2016 Southernmost Air Spectacular. Placement of up to three (3) company banners located throughout the event; banners (4' x 10' maximum) and provided by Sponsor, with placement by Air Show staff.

PROGRAM – Half page advertisement in the Program and recognized on the Thank You page of the NAS Key West 2016 Official Air Show Program as a Supporting Sponsor.

MARKETING OPPORTUNITIES

EXPOSURE – The Air Show generates consistent audience involvement and offers Sponsors unique and cost-effective opportunities to promote their product and services. Interaction with over 40,000 Air Show attendees.

MEDIA – Outstanding photo and video media opportunities. The Air Show always receives a great deal of media coverage including national and local network television, radio, newspaper and local magazine.

EXHIBITOR BOOTH – Booth space of 10' x 10' for demonstration of merchandise, distribution of literature, or sampling of products. Prominent display of corporate signage and banners on booth (optional).

ANNOUNCEMENTS – Four (4) sponsor mentions over the event weekend by the Air Show announcers via the public address system.

VIP HOSPITALITY OPPORTUNITIES

MWR FLIGHT LINE CHALET - MWR Chalet preferred seating for Saturday and Sunday. To include a chalet tent, chairs and catered lunch from 11 am – 2 pm and complimentary beverages for invited guests each day. Chalet Passes: 20 for Saturday and 20 for Sunday, a total of 40 passes. Extra tickets may be purchased at \$50 each (quantities limited).

BLUE ANGELS MEET & GREET RECEPTION – Four (4) invitations to the Sponsor & Performer Meet & Greet at the Blue Angels Reception on Thursday, 31 March 2016 from 6 – 9 pm at the Marriott Key West Beachside Hotel, Key West FL.

Additional Benefits included in Platinum Sponsor Package

- * One (1) custom-framed Air Show poster
- * VIP Parking Passes, 8 each day of the Air Show, 16 total
- * Two (2) VIP rides with aerobatic pilot
- * Fulfillment report



