

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(1)
10-16-07

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-1180-07

RESOLUTION APPROVING AGREEMENT AMONG MIAMI-DADE COUNTY AND THE GREATER MIAMI CONVENTION AND VISITORS BUREAU (GMCVB), ROMERO BRITTO AND BRITTO FOUNDATION, INC. FOR PURCHASE OF AN ARTWORK TO BE DISPLAYED AT MIAMI INTERNATIONAL AIRPORT AND TO BE USED IN MDAD UNIFORMS, IN THE AMOUNT OF \$15,000 TO BE PAID BY GMCVB PLUS \$150,000 OF ADVERTISING AND PROMOTIONAL DISPLAY VALUE AT MIAMI INTERNATIONAL AIRPORT; WAIVING SECTION 5.03(D), MIAMI-DADE COUNTY CHARTER; AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME AND TO EXERCISE TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the agreement among Miami-Dade County, the Greater Miami Convention and Visitors Bureau (GMCVB), Romero Britto, and the Britto Foundation, Inc, in substantially the form attached hereto, which agreement provides for the GMCVB to purchase a work of art to be transferred to and owned by Miami Dade County for the public display of the art work, and for use of the artwork on the uniforms at Miami International Airport, in the amount of \$15,000 to be paid by the GMCVB plus \$150,000 of in-kind advertising and promotional display value of the artwork at Miami International Airport for a 12 month period; waives the requirement of Section 5.03(D) of

the Miami-Dade County Charter by a two-thirds (2/3) vote of the Board members present; authorizes the Mayor or his designee to execute same and to exercise termination provisions thereof.

The foregoing resolution was offered by Commissioner Joe A. Martinez who moved its adoption. The motion was seconded by Commissioner Barbara J. Jordan and upon being put to a vote, the vote was as follows:

	Bruno A. Barreiro, Chairman	aye	
	Barbara J. Jordan, Vice-Chairwoman	aye	
Jose "Pepe" Diaz	nay	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorin D. Rolle	absent	Natacha Seijas	aye
Katy Sorenson	absent	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of October, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**
Deputy Clerk



Approved by County Attorney as to form and legal sufficiency.

DBM

Deborah Bovarnick Mastin

Memorandum



Date: October 16, 2007

Agenda Item No. 14(A)(1)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Approving Agreement Among Miami-Dade County and the Greater Miami Convention & Visitors' Bureau (GMCVB), Romero Britto and Britto Foundation, Inc. for Purchase of Artwork to be Displayed at Miami International Airport and to be used in Aviation Department Uniforms in the Amount of \$15,000 to be paid by the GMCVB plus \$150,000 of Advertising and Promotional Display Value at Miami International Airport

Recommendation

It is recommended that the Board approve the Agreement between Miami-Dade County, the Greater Miami Convention & Visitor's Bureau (GMCVB), artist Romero Britto, and the Britto Foundation, Inc. for the purchase of artwork (see attachment) to be displayed at Miami International Airport (MIA) and to be used in Miami-Dade Aviation Department (MDAD) uniforms in the amount of \$15,000 to be paid by the GMCVB plus \$150,000 of advertising and promotional display value at MIA. Britto is the sole source of this work of art and it is therefore also recommended that this agreement be waived from competitive bidding.

Scope

Miami International Airport is located within District Six. However, the impact of this item is Countywide in nature as Miami International Airport and the County's Aviation System is a regional asset. The primary purpose of the artwork is for its incorporation into uniforms of frontline County employees at MIA, in an effort to enhance the customer experience of visitors entering or passing through Miami-Dade County. The Agreement also provides that the Port of Miami may use the artwork for the same purposes.

Fiscal Impact/Funding Source

There is no budgetary impact associated with the donation of the artwork from the GMCVB to the County. However, the County, through its Aviation Department would provide an exposure/promotional value to the Artist that is equivalent to the estimated \$150,000 retail value of the art. MDAD will bear the cost of procuring its new uniforms. GMCVB, in conjunction with the Beacon Council which contributed half of the proceeds to GMCVB, has paid the artist a \$15,000 honorarium.

Track Record/Monitor

No negative information has been found regarding Romero Britto, and the Britto Foundation, Inc. This Agreement will be monitored by Miguel Southwell, Assistant Director, Business Retention and Development.

Background

MDAD, in collaboration with its economic partners, GMCVB and the Beacon Council, has been working closely to pursue customer service excellence at MIA. A joint focus has been to create a good first-impression upon leisure and business travelers visiting and arriving at the Miami destination. MIA is the gateway for millions of visitors to South Florida each year. The interaction and appearance of frontline employees at this port of entry sets the stage for the visitor's experience throughout their stay and is therefore key to leaving a favorable and lasting impression upon the guests of the County. Towards that end, a uniform is being developed to portray a bright, enthusiastic and friendly image to visitors. The incorporation of the Britto artwork into the pattern of the uniform assists to provide such an image.

The agreement provides for the GMCVB to purchase the work of art to be transferred to and owned by Miami Dade County for the public display at MIA and for use of the artwork on the uniforms at Miami International Airport; in the amount of \$15,000 to be paid by the GMCVB plus \$150,000 of in-kind advertising and promotional display value of the artwork at Miami International Airport for a 12 month period. The intention of this donated artwork is to assist MIA in its pursuit of customer service excellence. The Department therefore recommends approval of the Agreement between Miami-Dade County, GMCVB, artist Romero Britto and the Britto Foundation, Inc.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: October 16, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review



AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2007 between Romero Britto (the "Artist") and the Greater Miami Convention and Visitors Bureau's (GMCVB), and Miami-Dade County through its Aviation Department, for the acquisition of artwork (the "Work") titled "MIAMI PARADISE" with an Artist's Archival Number of # _____, a copy of which is attached hereto as Exhibit A.

The Work is an original art piece on canvas created by Romero Britto. The Work measures 48" x 48". The Work will be signed by the Artist and will include a Certificate of Authenticity. The Artist will deliver the Work in sound condition to a mutually acceptable designated location not later than ten (10) business days from the date first above written and in a condition that permits reproduction of all or portions of the Work on cloth and installation of the original Work at a location in or about the Terminal Building of Miami International Airport as selected by the Miami Dade County Aviation Department, along with instructions as to the care and handling of the Work. The Artist warrants that he possesses unencumbered title to the artwork and that his descriptions are true and accurate.

The purpose of this Agreement is to enable the County to utilize reproduced images of the Work, or portions thereof, to be incorporated within or applied to the fabric of uniforms or uniform shirts. These uniforms may be worn by County employees, or by employees of management companies, concessionaires, or other service providers that may be under contract to the County ("County Vendors") to provide services at Miami International Airport or any other County facility. It is specifically agreed that this Agreement shall permit the implementation of this purpose, and that the purchase of these uniforms by the County, by County Vendors, or any employee of the County or a County Vendor, shall not be prevented or limited by this Agreement.

In consideration of an honorarium of \$15,000 from GMCVB to the Britto Foundation ("The Foundation"), and in further consideration of the County's display and use of the Work for a twelve-month period of time at Miami International Airport, GMCVB will acquire the Work. GMCVB will immediately donate the Work to Miami-Dade County through its Aviation Department (MDAD) and provide MDAD with suitable documents showing that Miami-Dade County is the owner of the Work. Upon delivery of the Work and the appropriate documentation to the County, GMCVB shall have no further obligations or responsibilities hereunder.

Subject to the approval of the Board of County Commissioners to the terms of this Agreement, the County shall become the owner of the Work. The Artist agrees to the acquisition and subsequent donation, under the specific condition that the Work will be placed on public display in or about the Terminal Building of Miami International Airport. This arrangement is not intended for personal financial gain to any individual,

group, entity, or group of persons. The sole intention of the Artist is the beautification of our public spaces and promoting good will toward the public. In the event that the GMCVB is unable to donate the Work to the County, all funds will be returned to GMCVB and possession of the Work will revert to the Artist.

So long as the Work remains in either the GMCVB's or MDAD's possession, both agree to exercise reasonable care in maintaining and securing the Work during the first twelve months of this Agreement, and will not intentionally alter or destroy it. If the Work becomes damaged or deteriorated after the County has become the owner, any restoration shall be at County's sole discretion. If the County determines to restore the Work, the County shall offer to Artist the opportunity to review the restoration process. If Artist objects to the restoration, Artist may elect to remove his name from the Work.

Except as expressly provided in this Agreement, the Artist retains copyright and proprietary interests to the work. As such, sale or trade of any items with said reproduction is prohibited without the consent of the Artist. The Artist retains permission to copy, reproduce, or publish the image of the Work for non-commercial educational or historical purposes, except that inclusion of an image or images of the Work in any promotional book to be sold by Artist or Foundation is expressly authorized; provided however, that for so long as the County elects to incorporate reproductions of the Work into or on the uniforms of County employees or County Vendors' employees, Artist shall not, and shall not permit or license, the commercial reproduction or exploitation of the Work or of the copyright to the Work in any manner to any person except the County. County shall be entitled to recover all economic damages that flow from a breach of this covenant of the Artist.

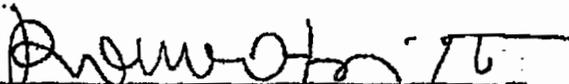
The County is hereby granted an exclusive copyright license to reproduce the Work or portions thereof, in any advertisement, promotions, uniforms, buttons, lapel pins, internal reports, catalogues or magazines, banners, murals and the like, in both digital and print format, for the express purpose of promoting the MDAD's and the Port of Miami's interests or that of the GMCVB, without compensation to the Artist or the Foundation. The County shall be entitled to reproduce the Work or to create derivative works for use and display at Miami International Airport and the Port of Miami without compensation to GMCVB, the Artist or the Britto Foundation. However, subject to the approval of the Miami-Dade County Board of County Commissioners, the Artist, Romero Britto, will be acknowledged as creator of the Work in a reasonable manner in all forms of use of the Work. Further, to the extent provided elsewhere in this Agreement, Artist limits all rights he has or may have under the Visual Artists Rights Act of 1990 as it may be amended from time to time, to the extent necessary to give the purposes of this Agreement the fullest possible implementation by County.

In consideration of copyright use and the County's right to the reproduction and use of the Work, the MDAD has described to the Artist and the Foundation the nature of the public visibility that the Artist and the Foundation shall receive as a result of MDAD's use of the Work in and about the Terminal Building of Miami International Airport and on uniforms of certain County employees and County Vendors' employees. Such public visibility shall extend for a period of twelve months from the date first above written and

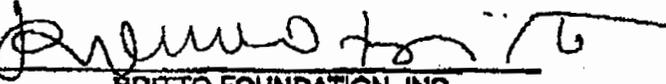
may include MDAD's placement of the Work or reproductions thereof in whole or in part on walls, Terminal Building surfaces, banners, murals, and other prints, as well as suitable references to the Artist in and about the Terminal, all at locations and for durations as MDAD in its sole discretion shall determine. The Artist and Foundation acknowledge that such exposure of the Artist's Work and the Artist's name during a twelve month period of time provides value to the Artist and the Foundation in an amount that is equal to or greater than the \$150,000 in public exposure sufficient to assure the County's continued ownership of the Work. The Work will remain the property of the County, except that if MDAD terminates public visibility of the Work within the twelve (12) month period from the date first above written, then this Agreement may be voided by the Artist upon the \$15,000 honorarium's being first returned to the GMCVB and the Work or its pieces being returned to the Artist. The foregoing notwithstanding, this agreement shall remain in effect until the earlier of i) MDAD's premature discontinuance of public visibility within the twelve-month period as described above, or ii) twenty (20) years after the death of the Artist, and shall bind the Foundation and the Artist, as well as their heirs, legatees, executors, administrators and successors in interest. Upon termination of this Agreement, all forms of the Work then in existence, including the original Work, will remain the possession of the County, except that the provision with respect to the Artist's restoration of the Work will terminate upon the death of the Artist.

This Agreement shall be construed in accordance with the laws of the State of Florida and the Parties agree to be bound by all of its terms. No legal action may be initiated without first entering into mediation or binding arbitration pursuant to the rules of the American Arbitration Association, in the State of Florida. Further, all legal action shall be conducted in Miami-Dade County under the laws of the State of Florida.

In witness whereof, Romero Britto, the Britto Foundation, the Greater Miami Convention and Visitors Bureau's and the Miami-Dade County through its Miami-Dade Aviation Department have caused this Agreement to be executed on the above date.


ROMERO BRITTO

05.03.07
DATE


BRITTO FOUNDATION, INC.

By: ROMERO BRITTO

Its duly authorized: President

10.5.2007

Greater Miami Convention and Visitors Bureau

DATE

By: W.D. Talbert III

William D. Talbert, III, CDME
President and CEO

Miami Dade County Board of County Commissioners

By: _____
Miami-Dade County Mayor or Designee

DATE

Attest:

Harvey Ruvir
Clerk

By: _____
Deputy Clerk

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