

**From:** Suarez, Cristina  
**Sent:** Tuesday, November 26, 2019 10:38 AM  
**To:** Jorge Fors <jfors@coralgables.com>  
**Cc:** Ramos, Miriam <mramos@coralgables.com>  
**Subject:** Crosswalk Agreements

Good morning Commissioner Fors:

Per your request, I am providing the following information regarding the Carlos Cruz-Diez crosswalks. As you know, on August 27, 2019, the Commission approved the Sale of Art and Copyright Limited License Agreement with Atelier Cruz-Diez and the Artwork Installation and Preservation Agreement with Logistics Fine Arts, LLC, subject to clarification on the warranty language and that payment be conditioned on approval of the maintenance of traffic plan. Please find below the provisions in each of the executed agreements that addressed those conditions:

### **Sale of Art and License Agreement**

Section 8:

8. Payment. As consideration in full for the sale of the Artwork and the limited license of rights granted herein, the City shall pay Atelier a one-time lump sum non-recoupable fee (the "Fee") in the amount of one hundred eighty thousand dollars (\$180,000.00) upon execution of this Agreement and by check payable to the order of Logistics Fine Arts, LLC, but only after the City has received approval from Miami-Dade County, the Florida Department of Transportation, and/or the City of Coral Gables for the maintenance of traffic plan for the installation of the Artwork (the "Approvals"). This Agreement shall be effective as of the last date on which the following conditions have been satisfied: (a) Receipt by City of the Approvals, and (b) payment of the Fee by City. If any of the foregoing conditions are not satisfied within ninety (90) days after execution of this Agreement, this Agreement shall be null and void *ab initio* and will have no force or effect. The Parties may, nonetheless, at any time prior to the expiration of the ninety (90) days, by mutual written consent, extend this Agreement for such additional periods as they may agree. The compensation payable to Atelier in connection with this project is solely in consideration of professional design services and the limited license of rights specified elsewhere in this Agreement.

### **Artwork Installation and Preservation Agreement**

Section 3.3 (b):

(b) Commencing one (1) year after the Delivery Date and continuing on or about the same date each following year of the ten (10) year period of this Agreement, and provided the City has paid the Service Provider at least fifty per cent (50%) of the Annual Fixed Price for the specific year, the Service Provider shall perform the cleaning of the Artwork and removal of any mild atmospheric soil and dirt by application of medium pressure water (the "Preservation Activities"). On that occasion, the Service Provider will conduct an inspection of the Artwork and reapply a new paint surface coating to the Artwork that will restore the Artwork to its original design (the "Restoration Treatment") at no additional cost to the City, provided deterioration shown by the Artwork is due to normal wear and tear and not as a result of the events described in Section 9.1 of this Agreement. Except if the Crosswalks are damaged or defaced or otherwise experience extraordinary erosion, or wear and tear as a result of the events described in Section 9.1 of this Agreement, or exposure to extraordinary elements, the Service Provider warrants the quality of the Work, Preservation Activities, and Restoration Treatment for a

period of up to one (1) year after each reapplication of a new paint surface coating. For the avoidance of doubt, extraordinary wear and tear or erosion shall not include deterioration as a result of the regular exposure to sun, rain, and traffic density and composition that is typical for the Crosswalk locations.

Section 5.1:

(a) The first Annual Fixed Price shall be paid by the City to the Service Provider in two (2) installments of Nine Thousand and 00/100 (\$9,000) each. The first such installment shall be paid to the Service Provider following the execution of this Agreement and no later than thirty (30) days after receipt of the invoice from the Service Provider, provided that the City has received approval from Miami-Dade County, the Florida Department of Transportation, and/or the City of Coral Gables of the maintenance of traffic plan for the Work (the "Approvals"). The second installment shall be paid by the City promptly following the Delivery Date and no later than thirty (30) days after receipt of the invoice from the Service Provider. If, within ninety (90) days after execution of this Agreement the City has not obtained the Approvals, this Agreement shall be deemed immediately cancelled, terminated and of no further force and effect. The Parties, however, may at any time prior to the expiration of the ninety (90) days, by mutual written agreement, extend this Agreement for such additional periods as they may agree.

(b) The first Annual Fixed Price shall be paid by the City to the Service Provider in two (2) installments of Nine Thousand and 00/100 (\$9,000) each. The first such installment shall be paid to the Service Provider following the execution of this Agreement and no later than thirty (30) days after receipt of the invoice from the Service Provider, provided that the City has received approval from Miami-Dade County, the Florida Department of Transportation, and/or the City of Coral Gables of the maintenance of traffic plan for the Work (the "Approvals"). The second installment shall be paid by the City promptly following the Delivery Date and no later than thirty (30) days after receipt of the invoice from the Service Provider. If, within ninety (90) days after execution of this Agreement the City has not obtained the Approvals, this Agreement shall be deemed immediately cancelled, terminated and of no further force and effect. The Parties, however, may at any time prior to the expiration of the ninety (90) days, by mutual written agreement, extend this Agreement for such additional periods as they may agree.

Please let me know if you need any additional information.

Thanks,  
Cristina

**Cristina M. Suárez**  
**Deputy City Attorney & City Prosecutor**

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