

THE CITY OF CORAL GABLES



The City Beautiful

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OFFICE OF THE CITY ATTORNEY
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

February 18, 2010

Via Certified Mail

Mr. Carlos Hidalgo
Marketing Manager
Arcoart Plus, LLC d/b/a Trolinet
145-147 Menores Avenue
Coral Gables, FL 33134

Re: On-Board Trolley and Print Advertising Agreement

Dear Mr. Hidalgo,

The instant matter has been referred to this office due to your failure to comply with the terms of the Agreement with the City of Coral Gables. On August 26, 2008, the City Commission awarded a contract to Arcoart Plus, LLC d/b/a Trolinet. A copy of the signed agreement and resolution are attached hereto and incorporated herein. Pursuant to the terms of that agreement you were to commence payment to the City of Coral Gables on April 9, 2009 in the amount of \$13,800.00 a month. The total amount to be paid to the City on an annual basis was to be over \$175,000, for a total of \$350,400 for the two year contract.

On May 1, 2009 you advised the City, that you would be unable to fulfill your contractual obligations and requested a new Agreement. The City and Trolinet agreed to modify the terms of the Agreement pursuant to the attached Amendment, marked as Exhibit B. Under the terms of the agreed to Amendment, if you defaulted the city would be entitled to the equipment and improvements to the trolley (inclusive of the monitors). The City Commission approved that amendment on July 7, 2009. You have refused to sign the amended agreement. Instead you have proposed new agreements and terms. The City has consistently asked that you pay the amounts due and owing. Your offers are hereby rejected by the City.

Your attempted payments do not meet the requirements of the new or original agreements. Demand is hereby made that (a) you bring the account current within thirty calendar days of the date of this letter, and (b) sign and execute the amendment to Agreement and return same to the City, to the attention of this office. If you do not comply with the terms outlined in the instant letter, we will have no alternative but to seek termination under the provisions of the Agreement including, and specifically pursuant to Article XIII and the City shall declare the original Agreement and the unsigned Amendment (Exhibits A and B attached hereto) to be in default.

Please forward payment in the amount of forty-seven thousand six hundred twenty-one dollars and sixty cents (\$47,621.60) and sign and execute the Amendment to the Agreement within 30 (thirty) days hereof. In addition, please contact: James J. Kay, P.E., at telephone number (305) 460-5069 no later than March 5, 2010 in order to resolve any outstanding issues and so that we may attempt to resolve the outstanding issues.

Very truly yours,



Elizabeth M. Hernandez
City Attorney

EMH/zo
Encls.

cc: Maria Menendez, Assistant City Manager
James Kay, Project Engineer