

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2019-

A RESOLUTION APPROVING SALE OF ART AND COPYRIGHT LIMITED LICENSE AGREEMENT WITH ATELIER CRUZ-DIEZ; APPROVING ARTWORK INSTALLATION AND PRESERVATION AGREEMENT WITH LOGISTICS FINE ARTS, LLC; AND APPROVING ADDITIONAL COSTS FOR THE INSTALLATION OF THE ARTWORK *INDUCTION CHROMATIQUE CORAL GABLES* PAINTED CROSSWALKS BY CARLOS CRUZ-DIEZ AS A PERMANENT INSTALLATION.

WHEREAS, pursuant to Resolution No. 2018-151, the City Commission approved the acquisition of the artwork *Induction Chromatique Coral Gables* by Master Carlos Cruz-Diez (the “Artwork”) at a cost of \$180,000.00; and

WHEREAS, the City has been negotiating the terms for the acquisition of the Artwork with Atelier Cruz-Diez (“Atelier”), representing the artist’s work, and the details and logistics for the installation and preservation of the Artwork with Logistics Fine Arts, LLC (“LFA”), Atelier’s representative in the United States; and

WHEREAS, on July 27th, 2019, Master Cruz-Diez passed away at the age of 95; and

WHEREAS, the City and Atelier have negotiated a Sale of Art and Copyright Limited License Agreement with Atelier and an Artwork Installation and Preservation Agreement with LFA, but the exhibits to the agreements are still being finalized; and

WHEREAS, the Sale of Art and Copyright Limited License Agreement includes the following key terms:

- (1) Payment by the City to Atelier, payable to LFA, in the amount of \$180,000.00;
- (2) Atelier will sell, transfer, and convey to the City the Artwork, but the shades and colors are not exclusive;
- (3) Atelier represents and warrants that it owns and has the right to license the Artwork;
- (4) Atelier retains all intellectual property rights;
- (5) Atelier grants the City a limited license for non-commercial uses as defined in the agreement;
- (6) The permitted uses of the Artwork include non-commercial and not-for-profit photographic reproductions, displays and images of or relating to the City’s municipal purposes as listed in the agreement. For other uses, the City must obtain Atelier’s consent;
- (7) The City will initially paint the design of the Artwork within the edge lines of the crosswalk and upon its request, will re-paint the Artwork in full;

- (8) The City may at its sole and absolute discretion decide to completely remove the Artwork at any time and shall give notice to Atelier within ten days after removal, but shall not install the Artwork in a different location;
- (9) The City shall undertake reasonable efforts to ensure that the Artwork is properly maintained following the Artist's instructions and recommendations as set forth in the agreement and Exhibit C;
- (10) Any repairs and restoration the Artwork require Atelier's written approval and LFA is Atelier's authorized representative to carry out assessments of quality and control of all repairs and restorations to the Artwork;
- (11) City agrees to indemnify, defend, and hold harmless Atelier, including for failure to obtain any required permits.

WHEREAS, the Artwork Installation and Preservation Agreement with LFA includes the following key terms:

- (1) Annual fee of \$18,000.00 payable in two installments; and
- (2) Installation of the Artwork by LFA, with the City being responsible for all costs for preparation of the site; and
- (3) Initial installation may be within the edge lines of the crosswalk and upon City's request, LFA will re-paint the Artwork in full at an additional cost to the City, to be mutually agreed upon by the parties; and
- (4) During a ten-year term, LFA will be responsible for the preservation and conservation of the Artwork, including an annual cleaning, removal of any mild atmospheric soil and dirt by application of medium pressure water, and restoration of the Artwork by reapplying a new paint surface coating to the Artwork; and
- (5) LFA 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; and
- (6) The City is responsible for obtaining any required licenses, consents, and building permits from Miami-Dade and agrees to develop a traffic plan and provide necessary equipment, such as signs and barricades.

WHEREAS, the maintenance/preservation schedule requires four non-consecutive sunny days with staggered street closures to complete the work; and

WHEREAS, the cost of designing and setting up Maintenance of Traffic (MOT) is yet to be determined, however, police coverage is estimated at \$12,096 per instance.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. That the City Commission approves the Sale of Art and Copyright License Agreement with Atelier Cruz-Diez, in substantially the form attached, with such modifications as may be approved by the City Manager and the City Attorney in order to carry out the Commission's intent.

Section 3. That the City Commission approves the Artwork Installation and Preservation Agreement with Logistics Fine Arts, LLC, in substantially the form attached, with such modifications as may be approved by the City Manager and the City Attorney in order to carry out the Commission's intent.

Section 4. That the City Commission approves the additional costs for the installation and maintenance of the Artwork.

Section 5. That this Resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS ____ DAY OF____, A.D., 2019.
(Moved: / Seconded:)
(Yeas:)
(; Vote)

APPROVED:

RAÚL VALDÉS-FAULI
MAYOR

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BILLY Y. URQUIA
CITY CLERK

MIRIAM SOLER RAMOS
CITY ATTORNEY