

INSTALLATION RENTAL AGREEMENT

BETWEEN:

CREOS EXPERTS-CONSEILS INC, a corporation duly incorporated under the laws of the Province of Quebec, Canada, having its principal place of business at 1-1375, Marie-Victorin street, Saint-Bruno-de-Montarville, Quebec, J3V 6B7, Canada, hereinafter represented by **Benoît Lemieux**, a duly authorised representative as he so declares;

(Hereinafter called "Creos")

AND:

City of Doral, having its principal place of business at 8401 NW 53rd Terrace, Doral, FL 33166 US, hereinafter represented by **Rey Valdes** a duly authorised representatives as she so declares;

(Hereinafter called "Client")

(Creos and Client hereinafter called the "Parties" and each, individually, a "Party")

WHEREAS Init owns the installation entitled **Mi Casa, Your Casa 2.0** (the "Installation") and that Creos is allowed to rent and produce said Installation to third parties;

WHEREAS City of Doral has expressed to Creos its interest in renting and presenting the Installation of the Installation in **Doral** from **September 13, 2024** until **October 27, 2024**, and that Creos has accepted;

IN CONSIDERATION of the above recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. OBJECT AND DATE OF COMING INTO FORCE

- 1.1. The preamble and the appendices form an integral part of this agreement (the "Agreement").
- 1.2. The Parties undertake to provide their respective services, expertise and products in order to produce in collaboration the Installation at **Downtown Doral Park - Doral**, in order for it to be presented from **September 13, 2024** until **October 27, 2024**, in accordance with the project description included in Appendix D to this Agreement and with the production schedule included in Appendix B.



2. BUDGET AND FINANCIAL STRUCTURE

- 2.1. Unless indicated otherwise, all monetary sums are in US dollars.
- 2.2. RESERVED.
- 2.3. As compensation for the rental and the presentation of the Installation in **Doral**, Client will pay to CREOS upon presentation of invoice, the sum of **sixty-eight thousand, eight hundred and seventy-five dollars seventy-five cents (US\$68,875.75)** in accordance with the following schedule:
 - 2.3.1. **Thirty-four thousand, four hundred and thirty-seven dollars eighty-eight cents (US\$34,437.88)**, representing **fifty percent (50%)** of the total compensation, on the date of signature of this Agreement;
 - 2.3.2. **Seventeen thousand, two hundred and eighteen dollars ninety-four cents (US\$17,218.94)**, representing **twenty-five percent (25%)** of the total compensation, on **September 13, 2024**;
 - 2.3.3. **Seventeen thousand, two hundred and eighteen dollars ninety-three cents (US\$17,218.93)**, representing **twenty-five percent (25%)** of the total compensation, on **October 27, 2024**;

Prices exclude any sales and/or use taxes that may be imposed by the State of Florida, such taxes being the sole responsibility of the Client. For further clarification, CREOS shall be solely responsible for CREOS's own taxes, withholdings, and the like, whereby CREOS warrants, represents, and agrees to file all appropriate tax documents on its own behalf. CREOS shall provide a completed W-8BEN-E form, and other required forms, upon Client's request.

All invoices submitted by Creos shall be paid by check through a Purchase Order (PO). All payments will be mailed to Creos at the following address:

1-1375 Marie-Victorin
Saint-Bruno-de-Montarville
Québec, 3V 6B7

- 2.4. The price of the Installation includes transportation costs. All transportation costs are final and based on a delivery from Monday to Friday between 8am and 5pm. If there are any additional fees due to external circumstances outside of Creos control and its transportation company, all fees will be charged to the Client.
- 2.5. In addition to the Budget, Client will be responsible to provide staff and required equipment to install temporary art installation as described in Appendices C and D hereof.



- 2.6. The Parties agrees that any financial participation to the presentation of the Installation at **Downtown Doral Park – Doral** by any individual, corporation, public or private organisation, is subject to the prior written approval of the Parties.

3. PRESENTATION OF THE INSTALLATION

- 3.1. Each Party will designate in writing a person responsible to take all decisions for said Party.
- 3.2. Client undertakes to answer and/or approve the different requests submitted by Creos, relating to the presentation of the Installation, within five (5) business days following submission by Creos in person or by e-mail.

4. CREOS OBLIGATIONS

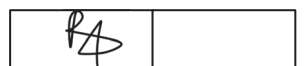
Subject to Client abiding by its obligations as per this Agreement, Creos undertakes to:

- 4.1. Organize the preparation, transport, assembly and disassembly of the Installation on the site;
- 4.2. Provide necessary equipment and material, technical services, and human resources to produce the Installation as indicated in Appendices C and D;
- 4.3. Make the necessary adjustments to the Installation for its presentation at the Site, in consultation with Client;
- 4.4. Coordinate the production team, ensure the follow-up and respect of the Budget;
- 4.5. Comply with the production schedule as described in Appendix B;
- 4.6. Determine, in consultation with Client, the credits to be attributed in relation with the Installation;
- 4.7. Ensure maintenance of the Installation during the event according to the schedule agreed by both Parties, or upon express request from the Client.

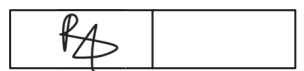
5. CLIENT OBLIGATIONS

Client undertakes to:

- 5.1. Provide necessary equipment and material:
 - 5.1.1. Electrical source as detailed in Appendix D;
 - 5.1.2. Manpower as detailed in Appendix C;



- 5.1.3. Public and equipment security items as stated in Appendix C;
 - 5.1.4. Necessary permits and authorizations;
 - 5.1.5. Handling equipment as described in Appendix D;
 - 5.1.6. Operate and store the Installation as indicated in Appendix D hereof;
- 5.2. Collaborate with Creos in the production of the Installation;
- 5.3. Subject to sovereign immunity and other statutory limitations and restrictions on the Client's authority to provide indemnity, indemnify defend and hold harmless from any and all liability Creos, **Init**, their officers, directors, employees, agents and representatives (collectively the « Indemnified Parties »), against any and all claims, losses, damages, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by an Indemnified Party, arising out directly or indirectly of the presentation or use of the Installation by Client, unless such damages are directly caused by Creos' fault;
- 5.4. Ensure to Creos access to **Downtown Doral Park – Doral** for the production of the Installation, and ensure the secure guard and control of the Installation during production, installation, presentation and storage phases;
- 5.5. Client shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, Creos shall not be deemed or construed to have assessed the risk that may be applicable to Client under this Agreement. Client shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Client is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- 5.5.1. Coverages
 - (a) Commercial General Liability – Coverage to include:
 - Premises and Operations
 - Personal Injury/Advertising Injury
 - Products/Completed Operations
 - (b) Property Insurance – Including:
 - Property of Others or Rented Property
 - 5.5.2. Limits Required
 - Client shall carry the following limits of liability:
 - (a) Commercial General Liability
 - Products/Completed Operations Aggregate \$2,000,000
 - Each Occurrence Limit \$2,000,000
 - Personal/Advertising Injury \$2,000,000
 - (b) Property Insurance



- All Risks at replacement cost Full replacement cost value of the "Installation": **\$120 000**

5.5.3. Additional requirements

Client shall name Creos, **Init**, and their respective officers, employees, agents, and volunteers as Additional Insureds. Such insurance may not be cancelled during the term of this Agreement unless thirty (30) days advance written notice via certified mail is provided to Creos.

6. INTELLECTUAL PROPERTY

- 6.1. Subject to Client abiding by all its obligations as per this Agreement, Client is only permitted to physically exhibit the Installation at **Downtown Doral Park - Doral** from **September 13, 2024** until **October 27, 2024**. Client shall not assign, convey, sublicense, or transfer this right to exhibit the Installation. Except as expressly permitted by this Agreement, Client shall have no right to alter, modify, or create derivative works of the Installation.
- 6.2. Subject to Client abiding by all its obligations as per this Agreement, including the requirements to identify **Esrawe + Cadena** as the creator, Client shall have for an unlimited period of time starting on **September 13, 2024** a limited, non-exclusive right, with no right to sublicense, to make copy, license and distribute images and recordings of the Installation as displayed at **Downtown Doral Park - Doral** from **September 13, 2024** until **October 27, 2024** throughout all media analog, digital, and through any technology now known or hereafter devised, for promotional purposes (and not for any commercial purpose) only in connection with the presentation of the Installation at **Downtown Doral Park - Doral** from **September 13, 2024** until **October 27, 2024**. For clarity, any sale or exchange of such images, video, or recordings in exchange for compensation, monetary or otherwise, shall be deemed a commercial purpose.

7. CREDITS

- 7.1. The following long credits must appear on the website/landing page and in all media relations documents (press releases, conferences, radio interviews, etc.):

Name of Installation: Mi Casa, Your Casa 2.0
Creator: Esrawe + Cadena
Collaborators: Serge Maheu
Owner: Init
Tour Producer: Creos

If available, the logos of the creator/s and owner/s may also be provided upon request.

All such uses must be subject to the prior written consent of Creos' communications team at communications@creos.io.



- 7.2. The following short credits must appear on all public mentions of the Installation (posters, programs, social networks, etc.):

Name of Installation: Mi Casa, Your Casa 2.0
Creator: Esrawe + Cadena
Owner: Init

Dimensions and position of credits must be submitted to Creos' communications team for prior written consent, at communications@creos.io.

- 7.3. The Client shall place the signage provided by Creos near the Installation on site.

Should the Client prefer to produce their own signage for the Installation, they must include the following elements:

Name of Installation: Mi Casa, Your Casa 2.0
Description of Installation (provided in the Presskit)
Creator: Esrawe + Cadena
Owner: Init
Tour Producer: Creos
Operating instructions and safety rules (if applicable)

If available, the logos of the creator/s and owner/s may also be provided upon request.

All signage is subject to the prior written agreement of Creos' communications team at communications@creos.io.

- 7.4. The Client undertakes to follow Creos' instructions pertaining to all Installation credits, including without limitation credit dimensions and position.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. Each Party warrants that it has the necessary authority to sign the present Agreement.
- 8.2. Each Party warrants that it has the capacity to exercise the required rights to conclude and execute the present Agreement.
- 8.3. Each Party warrants that it is not the object of any claim, legal action, or other litigation in a court of justice or other organisation of competent jurisdiction in Canada, the United States or elsewhere in the world, that may negatively affect the production, presentation, and exploitation of the Installation.
- 8.4. Each Party warrants that it is not party to any agreement that may be in conflict with its obligations as per this Agreement.

- 8.5. All transactions contemplated in this Agreement must abide by federal, provincial land state laws and regulations, including without limitation applicable sales taxes.
- 8.6. The present Section 8 shall remain in force after the expiration or termination of this Agreement for any reason.

9. EXPIRATION AND TERMINATION OF THE AGREEMENT


- 9.1. A Party may terminate this Agreement effective upon written notice to the other Party if the other Party has breached any material obligation under this Agreement, or any of its representations or warranties under this Agreement are inaccurate in any material respect, and such breach or inaccuracy is not cured within thirty (30) days after written notice of such breach is provided by the non-breaching Party to the breaching Party. Upon any termination, all licenses granted hereunder shall terminate, and Creos shall take possession of the Installation.
- 9.2. Either Party may terminate this Agreement effective thirty (30) days after giving written notice for convenience (that, is, other than for cause pursuant to Section 9.1) by giving thirty (30) days written notice to the other Party.
- 9.3. In case of termination of this Agreement by Client pursuant to Section 9.1 or by Creos pursuant to Section 9.2, Client shall have no obligation to make further payment to Creos hereunder. In case of termination of this Agreement by Creos pursuant to Section 9.1, or in case of termination of this agreement by Client pursuant to Section 9.2, Client will forthwith pay Creos all sums due as per this Agreement and reimburse all sums engaged by Creos. For clarity, sums that shall be paid to Creos represent the addition of the Artwork item as well as the Administration items that can be found in the Budget (see Appendix A), as well as all non-reimbursable expenses already engaged by Creos.

10. ASSIGNMENT TO A THIRD PARTY

- 10.1. No Party may assign this Agreement without the prior written approval of the other Party.

11. NOTICES

Every notice to be given as per this Agreement must be given in writing to the following addresses and shall be valid provided it is given by personal service, by email, by messenger with acknowledgment of receipt or by registered/certified mail. Any notice sent by email is deemed to have been received the day it is sent; any notice sent by email must be confirmed by sending the original notice by messenger or registered/certified mail with acknowledgement of receipt:

	
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CLIENT: **City of Doral**
8401 NW 53rd Terrace
Doral FL 33166
US
c/o Rey Valdes - City Manager


CREOS: **CREOS**
1 - 1375 rue Marie-Victorin
Saint-Bruno-de-Montarville (Québec) J3V 6B7 | Canada
c/o Benoît Lemieux
CEO
Phone : +1-514-554-8095
benoit.lemieux@creos.io

12. GENERAL

- 12.1. If any portion of this Agreement is rendered invalid or otherwise unenforceable under applicable laws and regulations or by a governmental, legal or regulatory authority with jurisdiction over the Parties, then the remainder of this Agreement will continue in full force unless such continuance will deprive one of the Parties of a material benefit hereunder or frustrate the main purpose(s) of this Agreement. It is the intention of the Parties to this Agreement, and the Parties hereto agree, that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, the court shall supply as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.
- 12.2. The negligence or delay by any party herein in the exercise of its right or recourse under the Agreement will not, in any way, be interpreted as a renunciation of that right or recourse.
- 12.3. Notwithstanding any conflict of laws, this Agreement, its interpretation, application, validity and effects shall be governed by the laws of the State of Florida. The Parties agree that any dispute related to this Agreement, its interpretation or its application, will be submitted to mediation. The Parties undertake to participate in good faith to at least one (1) mediation session by delegating one (1) person with decision authority; the mediator will be chosen by the Parties.
- 12.4. In case the Parties do not find an amicable settlement through said mediation, said dispute will be subject to the jurisdiction of any Florida federal or state court. Venue of any action to enforce this Agreement shall be in the courts of the 11th Judicial Circuit in and for Miami-Dade County, Florida, or the United States District Court for the Southern District of Florida.
- 12.5. This Agreement, including its appendices, constitutes the entire agreement between the Parties, and supersedes all prior proposals, agreements, and other communications, written or oral, relating to the subject matter hereof and thereof.

	
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- 12.6. No supplement, modification or amendment of this Agreement shall be binding against a Party, unless executed in writing by a duly authorized representative of such Party.
- 12.7. The Parties undertake to execute all documents useful or necessary to the full execution of this Agreement.
- 12.8. The Parties agree that it is not intended that any provisions of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.
- 12.9. Time is of the essence in the performance of this Agreement.
- 12.10. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.
- 12.11. When executed by all Parties, each copy of this Agreement is deemed to be an original, but all these copies shall constitute one and the same agreement. This Agreement may be executed and transmitted as a PDF file by e-mail with the same validity and same effect as if each copy had been executed and delivered by the Parties simultaneously in the presence of each other, and all executed copies delivered and received or printed from a PDF file shall be deemed to contain the original signatures.
- 12.12. Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employee/employer relationship. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

IN WITNESS WHEREOF, the Parties have signed this Agreement on  .


City of Doral

CREOS

 
Rey Valdes - City Manager

 
Benoît Lemieux - CEO

Approved as to form:

 
Lorenzo Cobiella
Gastesi, Lopez & Mestre, PLLC
City Attorney



LIST OF APPENDICES

Appendix A

Budget

Appendix B

Production Schedule

Appendix C

Manpower and security requests

Appendix D

Specifications of the Installation and required equipment

Appendix E

Confirmation Letter for customs purposes
(Cross border movement of business persons)

Appendix F

Excise Tax Act

Appendix A

Budget

MI CASA, YOUR CASA 2.0		
8 units		
6 weeks		
Artwork		\$34 800,00
Production team fees		\$12 663,00
Ancillary fees		\$2 860,00
Logistic material rental	Provided by local producer	\$0,00
Production material		\$5 315,25
Transportation - Team and Artwork		\$22 781,25
Lodging		\$3 150,00
Per diem fees		\$1 167,65
Security	Provided by local producer	\$0,00
Local workforce	Provided by local producer	\$0,00
Subtotal		\$82 737,15
Administration	10%	\$8 273,72
Total		\$91 010,87
	Total in USD	\$68 875,75
Pricing is in \$CAD		

Appendix B

Production Schedule

September 11, 2024	Arrival of the production crew on site Arrival of the equipment on site First day of assembly
September 12, 2024	Last day of assembly and testing
September 13, 2024 – October 27, 2024	Event
October 28, 2024	Dismantling of the Installation Equipment leaves the site on pm



Appendix C

Manpower and security requests

September 11, 2024

Four (4) workers for unloading and assembly.

Days of 8 working hours.

One (1) security guard in between working periods. Evening and Night.

September 12, 2024

No workers required

One (1) security guard in between working periods. Evening and Night.

September 13, 2024 to October 27, 2024

Maintenance and operation of the Installation.

Security.

October 28, 2024

Four (4) workers for dismantling and loading.

Days of 8 working hours.

Appendix D

Specifications of the Installation and required equipment

MI CASA, YOUR CASA 2.0



South Lake Union (Seattle), USA
Credit: Creos

DESCRIPTION OF THE ARTWORK

Name : Mi Casa, Your Casa 2.0
Type : Interactive light installation
Localisation : Outdoors / Indoors

Description :

Mi Casa, Your Casa is inspired by the *mercados* of Latin America, lively street markets where human connections are made every day.

The installation features a series of three-dimensional red frames that illustrate the warmth, comfort, and safety of our homes. With their basic shape recognizable by all, the tiny houses form a blank canvas for community engagement and activity, where people of all ages can socialize in a playful spirit.

The swing – invites the passer-by to settle comfortably in the small houses and to relax by swaying quietly in a unique environment! When a casa is empty, a welcoming white glow bids you to enter. Once inside, the glow intensifies to show that someone is home.



Celebration Square, Mississauga
Credit: Creos

TEAM

Creators	Esrawe + Cadena
Lighting and interactive conception	Serge Maheu
Tour Producer	Creos

LOGISTICS AND OPERATION

1. MODULE DESCRIPTION

The module must be installed on a solid and flat ground. Adjustable legs underneath the platform bases are giving some extra (but minimal) levelling possibilities. No additional anchorage is required. All the components are attached together for a maximum solidity and security. All electrical and electronics components are not visible and not accessible to the public.

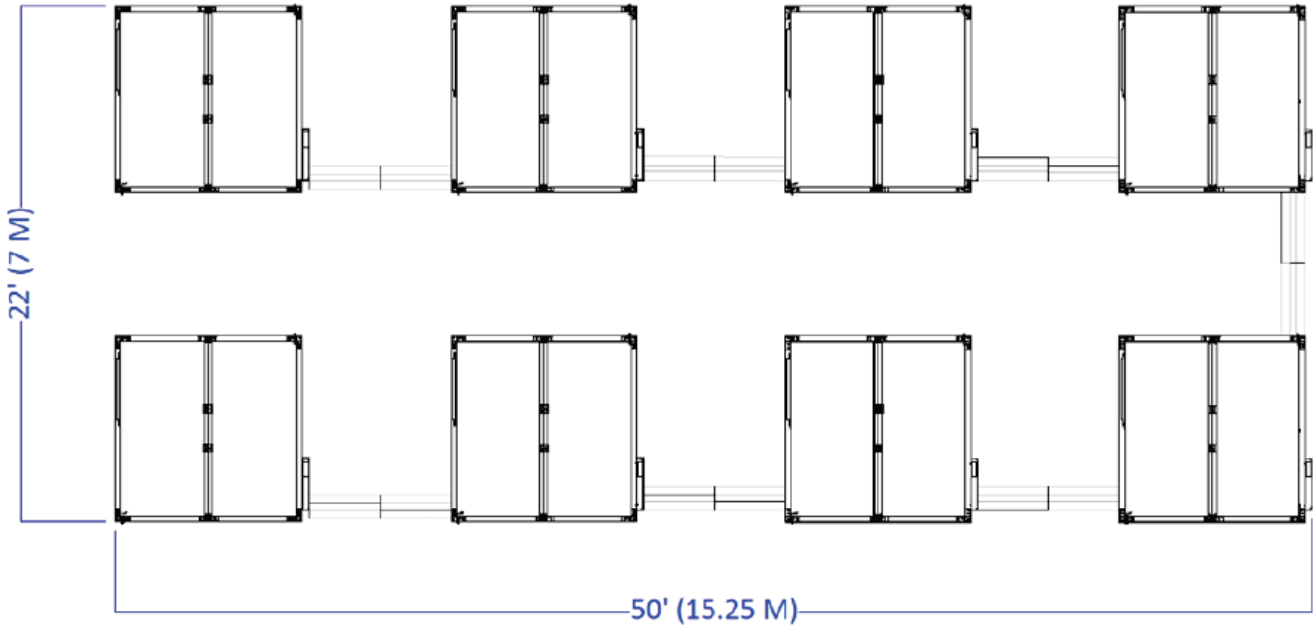
Quantity:	8
Weight / module:	595 pounds / 270 kilos
Total weight:	4 760 pounds / 2 160 kilos



2. THE ARTWORK'S FOOTPRINT

Each module is 7 feet 10 inches (2,40 meters) in length, 7 feet 10 inches (2,40 meters) in width and 9 feet 8 inches (2,95 meters) in height. A pedestrian corridor of 6 feet (2 meters) around the whole installation is required and calculated in the total footprint of the artwork.

Please note that there are many possible configurations for the layout depending on the site, available space and the flow of the public. A custom-made site layout will be produced for each specific project.



3. CONDITIONS OF USE

In case of strong winds, it is the customer's responsibility to contact a Creos representative to establish the procedure to follow and potentially to take action on the installation:

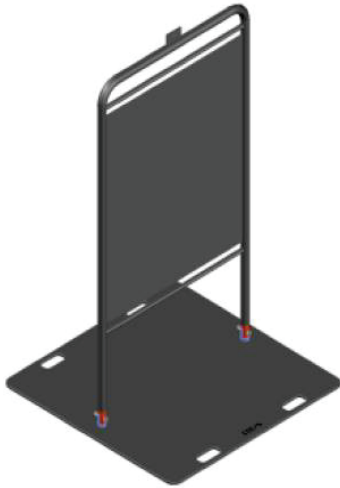
- Winds between **80 km/h and 120 km/h**: Access to the swings must be closed to users by physical barriers or by dismantling the swings.
- Winds above **120 km/h**: The structures must be dismantled.

The swings have a maximum capacity of 250 lbs (115 kg). This information is indicated on the swing sets and on the signage.

4. SIGNAGE

A bilingual (English - French) generic signboard is included with this installation. It is 4 feet (1,2m) wide by 6 feet – 10 inches (2m) high. A solar panel lamp is included. Weight: 220 pounds (100 kilos). The content of the signage cannot be changed. If the client wishes to produce his own signage, he must provide it and have the content validated by the Creos communication team. Model of the included signage:

Structure:



Content:



Front



Back

5. HANDLING

The installation display requires a forklift 4,000 pounds (approx. 1800 kilos) **with 6 ft fork extensions** for exterior loading and handling off-site.

The forklift will be used on the first day of assembly to unload the truck, and for handling equipment on site during the installation. It will also be used for the disassembly, for handling equipment on site and to load the truck.

The installation should not, under any circumstance, be moved without the approval of Creos's team.

Snow removal inside and around the Casas should be done only with plastic shovels to prevent damaging the structures and the paint.



6. POWER SUPPLY

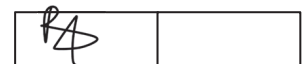
Required power for the installation: 110-240VAC, 50-60hz, 800W (6.67A on 120VAC, 3.48A on 230VAC)

Connection type: North American standard plug. Creos will provide the adaptors if necessary

Requirements: 1-3 independent circuits minimum

Day of connection: Day 1 of assembly

Day of disconnection: Day 1 of disassembly



7. TECHNICAL MANPOWER

Skills required:

- Ability to lift and carry heavy loads (50 – 100 pounds / 25 – 50 kilos)
- Ability to use basic tools (screwdriver, drill, hand tools)
- Ability to work as part of a team and to follow instructions
- Experience as general / manual worker

Assembly (1 day):

1 certified heavy equipment operator and 4 manpower

Disassembly (1 day):

1 certified heavy equipment operator and 4 manpower

Media opening:

In case of Media premiere, please inform us about date and time

During the event:

One person for display maintenance. The daily maintenance consists in inspecting the module(s) and recording any lighting, sound, interactivity or structural problem and inform Creos' team.

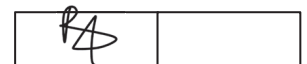
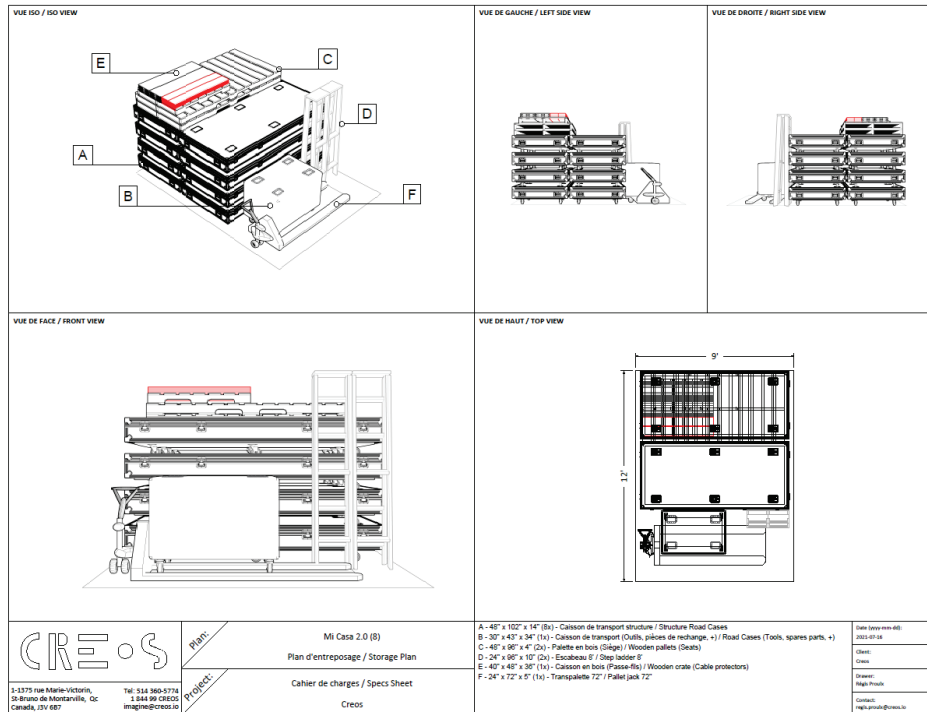
8. TRANSPORTATION

The equipment travels in 40 feet (approx. 12 meters) container for overseas transportation or in 53 feet (approx. 16 meters) trailer for ground transportation.

We will need the following information for the coordination of the transport of the Work.

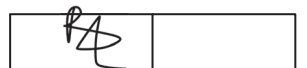
9. STORAGE

A secured 12' x 9' space is required at the venue to store all extra equipment, transportation dollies, boxes and pallets.



Appendix E

Confirmation Letter for customs purposes (Cross border movement of business persons)



Confirmation Letter

BETWEEN:

CREOS EXPERTS-CONSEILS INC, a corporation duly incorporated under the laws of the Province of Québec, Canada, having its principal place of business at 1-1375 Marie-Victorin street, Saint-Bruno-de-Montarville, Quebec, J3V 6B7, Canada, hereinafter represented by Benoît Lemieux, a duly authorised representative as he so declares; (hereinafter called "**Creos**")

AND :


City of Doral, having its principal place of business at 8401 NW 53rd Terrace Doral FL 33166 US, hereinafter represented by Rey Valdes a duly authorised representative as he so declares; (hereinafter called "**Client**")

The parties hereby confirm the following:


1. Init owns the installation entitled Mi Casa, Your Casa 2.0 (hereinafter the "**Installation**") and has authorized Creos to rent and produce said Installation to third parties;
2. As of today, the Client and Creos have signed a rental agreement in which they undertake to provide their respective services, expertise and products in order to produce the Installation for its presentation at Downtown Doral Park – Doral (hereinafter the "**Site**") from September 13, 2024 to October 27, 2024.
3. Creos representative will supervise the assembly and disassembly of the Installation in connection with its presentation on Site which will take place from September 13, 2024 to October 27, 2024

IN WITNESS WHEREOF, the parties have signed this Confirmation Letter on 8/20/2024.

CITY OF DORAL



Rey Valdes - City Manager



Lorenzo Cobiella
Gastesi, Lopez & Mestre, PLLC
City Attorney

CREOS



Benoît Lemieux
CEO



Appendix F

Excise Tax Act

Extract of the publication P-009 in terms of tps/tvh

We, Rey Valdes and Gastesi, Lopez & Mestre, PLLC, from **City of Doral**, 8401 NW 53rd Terrace Doral FL 33166 US certify that **City of Doral** is not a resident of Canada for purposes of the Excise Tax Act, and that **City of Doral** is not registered to GST under subdivision d of division V of Part IX of that Act.

I also undertake to inform immediately Benoit Lemieux, 1-1375 Marie-Victorin St., Saint-Bruno-de-Montarville, J3V 6B7, Quebec, Canada of any changes in **City of Doral** residence status for purposes of that Act or the moment **City of Doral** becomes registered for the purpose of that Act.

8/20/2024

Date



Rey Valdes
City Manager



Lorenzo Cobiella
Gastesi, Lopez & Mestre, PLLC
City Attorney

RESOLUTION No. 24-155

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE TEMPORARY PUBLIC ART INSTALLATION OF MI CASA YOUR CASA 2.0 FROM SEPTEMBER 12, 2024 TO OCTOBER 28, 2024 AT DOWNTOWN DORAL PARK, LOCATED AT 8395 NW 53 STREET, DORAL, FLORIDA IN AN AMOUNT NOT TO EXCEED \$68,875.75; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 15, 2015, the City of Doral (“City”) implemented the Public Arts Program to guide the placement of public art within private and public development projects throughout the City; and

WHEREAS, the intent of the City’s Public Arts Program is to stimulate the City’s cultural environment, heritage, diversity, and create unique community character through public and private artworks integrated into the architecture, infrastructure, and landscape of new developments; and

WHEREAS, public art enhances the quality of life through artistic opportunities and creates a cultural legacy for future generations through the collection and exhibition of high-quality art pieces that reflect diverse styles, chronicling history through the collection of artifacts, documents and memorabilia that will acknowledge the past and create programs and activities that will further these goals; and

WHEREAS, the City wishes to enter into an agreement with Creos Experts – Conseils Inc, for the provision of the temporary public art installation Mi Casa Your Casa 2.0 from September 12,2024 to October 28, 2024 at Downtown Doral Park located at 8395 NW 53 St, Doral, Florida; and

WHEREAS, City Code Section 2-323(6) provides an exemption from the City’s competitive procurement procedures for artistic services which are original and creative

in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting, sculpture and the like; and

WHEREAS, The City Manager respectfully requests approval from the Mayor and City Councilmembers to authorize the City Manager to enter into an agreement with Creos Experts – Conseils Inc. for the provision of providing temporary public art installation Mi Casa Your Casa 2.0 from September 12,2024 to October 28, 2024 at Downtown Doral Park located at 8395 NW 53 St, Doral, FL at an amount not to exceed \$68,875.75. Funding is available in 110.40005.500466 (Public Art Programs- Install & Maint.- Art Exhibits).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Councilmembers, hereby authorize the City Manager to execute an agreement with Creos Experts – Conseils Inc. for the provision of providing temporary public art installation Mi Casa Your Casa 2.0 from September 12,2024 to October 28, 2024 at Downtown Doral Park located at 8395 NW 53 St, Doral, FL at an amount not to exceed \$68,875.75. Funding is available in 110.40005.500466 (Public Art Programs- Install & Maint.- Art Exhibits).

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Vice Mayor Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	No
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 12 day of June, 2024.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

GASTESI, LOPEZ & MESTRE, PLLC
CITY ATTORNEY

Lorenzo Cobiella