



To: Commissioner Patricia Keon

From: Craig E. Leen, City Attorney for the City of Coral Gables

RE: Legal Opinion Regarding Artwork on Segovia

Date: September 7, 2016

---

In response to your request, the relevant provision in the agreement between the City of Coral Gables and AYC, Ltd. is section 8.2, which establishes that the artwork may not be moved to another location by the City without Ms. Aycock's written consent (Ms. Aycock is defined as the Artist in the agreement who has the consent rights). This clause requires agreement between Ms. Aycock and the City as to relocating the artwork to another location. If such agreement is reached, and the City relocates the artwork within the City and retains ownership, the City would bear the cost and expense of this relocation. If such agreement cannot be reached, and the City provides notice the artwork must be removed from the present site, there is a 180-day process related to removal of the artwork. Ms. Aycock has the option during these 180 days to remove the artwork at her cost and expense. Following this time, if Ms. Aycock does not remove the artwork, the City may remove the artwork at its cost and expense.

This is simply a synopsis of the clause below in response to your request, and is not meant to waive any rights as to how the City would ultimately enforce or interpret this clause. The clause ultimately speaks for itself and the City reserves all of its rights. Also, this agreement does not affect the City's regulatory authority, which the City retains and cannot contract away as a matter of law. Here is section 8.2 in full:

"The work is site specific and may not be moved to a different location without the Artist's written consent. Any relocation to a location within the City where City shall retain ownership of the work shall be at the City's sole cost and expense. In the event that the City plans to remove the work, and the Artist and the City cannot agree on an alternate location after a good faith effort to reach an agreement, or if removal will irreparably damage or destroy the Artwork, City shall offer Artist the option of removing the Artwork from the Site, provided that Artist will move and/or transport the Artwork from the Site at its sole cost and expense; in which case the City shall have no liability to Artist as to the means and method of removal and transport; and shall have no other liability to Artist in the event the Artwork is damaged or destroyed in the

process. In the event the City has notified the Artist that it intends to remove the work as set forth herein, and the work is not to be relocated by mutual agreement, and Artist fails, within one hundred and eighty (180) days of receipt of the City's notice, to remove the Artwork, City shall have the right to proceed with the removal of the Artwork, and the City shall have no further liability as to the Artwork, and Artist shall be deemed to have waived any and all claims that it may have against the City as a result of any resulting City action pursuant to this subsection and the Agreement. The provisions of this Section 8.2 shall be non-transferable and only apply to the Artist, and shall not apply or be enforceable by any assignees, transferees, and/or any other successors in interest of Artist. Notifications to the Artist should be in writing, by registered mail or overnight carrier to the address provided under the Notices section of this Agreement."

I am copying the City Commission on this email as the entire Commission received Ms. Ramudo's original email (and I would like to ensure all Commissioners have the same information). Accordingly, please do not reply to all, and please call with any questions.

**From:** [Leen, Craig](#)  
**To:** [Paulk, Enga](#)  
**Subject:** FW: Artwork on Segovia  
**Date:** Wednesday, September 07, 2016 12:29:00 PM  
**Attachments:** [image002.png](#)  
[image001.png](#)

---

Please publish.

**Craig E. Leen, City Attorney**

*Board Certified by the Florida Bar in  
City, County and Local Government Law*  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134  
Phone: (305) 460-5218  
Fax: (305) 460-5264  
Email: [cleen@coralgables.com](mailto:cleen@coralgables.com)



**CORAL GABLES**  
THE CITY BEAUTIFUL

*Celebrating 90 years of a dream realized.*

---

**From:** Leen, Craig  
**Sent:** Wednesday, September 07, 2016 12:29 PM  
**To:** Keon, Patricia; Olga Ramudo  
**Cc:** Commissioners; Swanson-Rivenbark, Cathy; Foeman, Walter; Ramos, Miriam; Suarez, Cristina; Throckmorton, Stephanie  
**Subject:** Artwork on Segovia

Commissioner Keon,

In response to your request, the relevant provision in the agreement between the City of Coral Gables and AYC, Ltd. is section 8.2, which establishes that the artwork may not be moved to another location by the City without Ms. Aycock's written consent (Ms. Aycock is defined as the Artist in the agreement who has the consent rights). This clause requires agreement between Ms. Aycock and the City as to relocating the artwork to another location. If such agreement is reached, and the City relocates the artwork within the City and retains ownership, the City would bear the cost and expense of this relocation. If such agreement cannot be reached, and the City provides notice the artwork must be removed from the present site, there is a 180-day process related to removal of

the artwork. Ms. Aycock has the option during these 180 days to remove the artwork at her cost and expense. Following this time, if Ms. Aycock does not remove the artwork, the City may remove the artwork at its cost and expense.

This is simply a synopsis of the clause below in response to your request, and is not meant to waive any rights as to how the City would ultimately enforce or interpret this clause. The clause ultimately speaks for itself and the City reserves all of its rights. Also, this agreement does not affect the City's regulatory authority, which the City retains and cannot contract away as a matter of law. Here is section 8.2 in full:

“The work is site specific and may not be moved to a different location without the Artist's written consent. Any relocation to a location within the City where City shall retain ownership of the work shall be at the City's sole cost and expense. In the event that the City plans to remove the work, and the Artist and the City cannot agree on an alternate location after a good faith effort to reach an agreement, or if removal will irreparably damage or destroy the Artwork, City shall offer Artist the option of removing the Artwork from the Site, provided that Artist will move and/or transport the Artwork from the Site at its sole cost and expense; in which case the City shall have no liability to Artist as to the means and method of removal and transport; and shall have no other liability to Artist in the event the Artwork is damaged or destroyed in the process. In the event the City has notified the Artist that it intends to remove the work as set forth herein, and the work is not to be relocated by mutual agreement, and Artist fails, within one hundred and eighty (180) days of receipt of the City's notice, to remove the Artwork, City shall have the right to proceed with the removal of the Artwork, and the City shall have no further liability as to the Artwork, and Artist shall be deemed to have waived any and all claims that it may have against the City as a result of any resulting City action pursuant to this subsection and the Agreement. The provisions of this Section 8.2 shall be non-transferable and only apply to the Artist, and shall not apply or be enforceable by any assignees, transferees, and/or any other successors in interest of Artist. Notifications to the Artist should be in writing, by registered mail or overnight carrier to the address provided under the Notices section of this Agreement.”

I am copying the City Commission on this email as the entire Commission received Ms. Ramudo's original email (and I would like to ensure all Commissioners have the same information). Accordingly, please do not reply to all, and please call with any questions.

**Craig E. Leen, City Attorney**

*Board Certified by the Florida Bar in  
City, County and Local Government Law*  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134  
Phone: (305) 460-5218  
Fax: (305) 460-5264  
Email: [cleen@coralgables.com](mailto:cleen@coralgables.com)



*Celebrating 90 years of a dream realized.*

---

**From:** Keon, Patricia  
**Sent:** Monday, September 05, 2016 8:49 PM  
**To:** Olga Ramudo; Leen, Craig  
**Subject:** Re: Petition to move artwork - follow up #2

Craig, please respond to Ms Ramudo on the legal issues that affect the sculptures on Segovia so she and other petitioners understand why these sculptures can not be easily relocated.  
Thank you.

Sent from my iPhone  
Commissioner Keon

On Sep 5, 2016, at 12:11 PM, Olga Ramudo <[oramudo@expresstravelus.com](mailto:oramudo@expresstravelus.com)> wrote:

Mr. Mayor and Commissioners:

Attached find an updated letter of residents requesting that the artwork installed at the Segovia/Coral Way/Biltmore Way circles, be moved to a more suitable location.

There is tremendous discontent among the residents and business owners in the City.

This is only a representation of names gathered so far. You can also look at the Gables Central survey with 88% of the almost 400 respondents either not liking the artwork or requesting that it be moved.

Please consider the resident's preference.

Thank you,

*Olga M. Ramudo*

*President & CEO*  
**Express Travel**  
299 Alhambra Circle, Suite 501  
Coral Gables, Florida 33134  
305-341-1200 ext 227

*You are invited to visit our new mobile friendly website at [www.expresstravelus.com](http://www.expresstravelus.com)  
Check us out!!!!*

[<image001.jpg>](#)

---

**From:** Olga Ramudo  
**Sent:** Tuesday, August 09, 2016 4:50 PM  
**To:** 'jimcason@coralgables.com'; 'fquesada@coralgables.com'; 'pkeon@coralgables.com';  
'vlogo@coralgables.com'; 'cswanson@coralgables.com'; 'slesnick@coralgables.com'  
**Cc:** Spain, Dona  
**Subject:** Petition to move artwork - follow up  
**Importance:** High

Dear Mayor and Commissioners.

Thanks to those of you that responded to my e-mail of August 5<sup>th</sup>; I am sorry to say that many of you did not.

As a follow up to the original e-mail, attached find an updated petition with 103 Signatures.

Additionally the Gables Central site has done a survey with 350 votes casted, out of which 61% hate the artwork, 20% have proposed to have it relocated and 19% love it.

You now have **386** Residents of the City Beautiful, totally opposed to having this artwork were it is. Further comments are available in the Gables Good Government Facebook page as well.

I am not sure if any of you saw the feature news report that Univision had last Friday at 6 pm – you can look it up on their site.

We certainly do hope that you consider the petition of the residents that we have gathered so far, and that the sculptures be moved to a more suitable location with something more representative of our city being installed in the referred to rotundas.

Sincerely,

***Olga M. Ramudo***

*President & CEO*  
**Express Travel**

299 Alhambra Circle, Suite 501  
Coral Gables, Florida 33134  
305-341-1200 ext 227

*You are invited to visit our new mobile friendly website at [www.expresstravelus.com](http://www.expresstravelus.com)  
Check us out!!!!*

[<image002.jpg>](#)

---

**From:** Olga Ramudo  
**Sent:** Friday, August 05, 2016 11:16 AM  
**To:** [jimcason@coralgables.com](mailto:jimcason@coralgables.com); [fquesada@coralgables.com](mailto:fquesada@coralgables.com); [pkeon@coralgables.com](mailto:pkeon@coralgables.com);  
[vlago@coralgables.com](mailto:vlago@coralgables.com); [cswanson@coralgables.com](mailto:cswanson@coralgables.com); [slesnick@coralgables.com](mailto:slesnick@coralgables.com)  
**Cc:** Spain, Dona  
**Subject:** Petition to move artwork  
**Importance:** High

Dear Mr. Mayor and Commissioners:

I don't think it is any secret of how upset residents are with the selection and installation of the artwork in the Biltmore/Coral Way intersections with Segovia.

Attached find a letter with the petitions that have been received so far (68) , with more being received by the minute.

***Olga M. Ramudo***

*President & CEO*

***Express Travel***

*299 Alhambra Circle, Suite 501*

*Coral Gables, Florida 33134*

*305-341-1200 ext 227*

*You are invited to visit our new mobile friendly website at [www.expresstravelus.com](http://www.expresstravelus.com)  
Check us out!!!!*

[<image002.jpg>](#)

<Coral Gables artwork.docx>