



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Robert L. Vernon, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

Village Manager
Genaro "Chip" Iglesias

DT: December 2, 2008

TO: Honorable Mayor and Members of the Village Council

FR: Genaro "Chip" Iglesias, Village Manager

RE: John S. and James L. Knight Foundation Matching Grant for Two Additional Plazas to be Designed by Jose Bedia

RECOMMENDATION

It is recommended that the Council approve the attached resolution.

EXPLANATION

Last year the Council authorized the construction of Five (5) terrazzo plazas designed by Jose Bedia. This project was completed in October. During the preparation of the FY09 budget, the Administration became aware of a matching grant program from the John S. and James L. Knight Foundation. These funds were to be used to design and construct two (2) additional plazas along Crandon Boulevard.

As part of the FY09 budget process, the Village Council authorized the Administration to apply for \$75,000 of matching funds from the Foundation. The Council also approved \$75,000 for a non-specific project as part of the Council's Capital Outlay Budget.

On November 24, 2008, we received written notification from the Foundation that our application was approved. The attached resolution designates \$75,000 from the Council's Capital Outlay line item to match the Foundation's grant of \$75,000. The total cost of the project is \$150,000. These funds will be used to construct two additional plazas which will be designed by Jose Bedia. At a subsequent date, the Administration will request that Council approve the location and design of each of the plazas in addition to a contract with the artist and a construction company.

The Grant Agreement limits the use of these funds the construction of two new plazas designed by Jose Bedia. Page 1 of the attached Grant Agreement specifically states "Bedia will create two new plazas that will complement the five colorful terrazzo plazas by the artist along Crandon Boulevard..."

RESOLUTION NO. 2008 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; APPROVING GRANT AGREEMENT BETWEEN THE VILLAGE AND JOHN S. AND JAMES L. KNIGHT FOUNDATION FOR FUNDING OF CRANDON BOULEVARD PLAZAS; IDENTIFYING AND AUTHORIZING MATCHING FUNDING SOURCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne has invited artist Jose Bedia to extend an innovative, site-specific project highlighting the South Florida environment with artworks in an unprecedented scale along Crandon Boulevard on the southern part of the island; and

WHEREAS, the site-specific landmark project is expected to provide a unique shared cultural experience, serve as an educational venue and embody a tangible reminder of the “circle of life”; and

WHEREAS, the project will result in a lively, highly visible, stimulating sequence of images along the central axis of the Village connecting Crandon Park to Cape Florida State Park; and

WHEREAS, the John S. and James L. Knight Foundation has agreed to fund up to Seventy-Five Thousand Dollars (\$75,000) towards the cost of the Project; and

WHEREAS the agreement for said funding is set out in the John S. and James L. Knight Foundation Grant Agreement attached as Exhibit “A” to this Resolution (the “Agreement”); and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Approval of Agreement.** The Agreement is hereby approved.

Section 3. **Funding Source.** The Village Manager is authorized to utilize funds from the Capital Outlay source in FY09 Village Budget for the matching funds required by the Agreement.

Section 4. **Implementation.** The Village Manager is hereby authorized to execute the Agreement and to take all action necessary to implement the purposes of this resolution and the Agreement.

Section 5. **Effective Date.** This resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 9th day of December, 2008.

ROBERT VERNON, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Village Attorney

**JOHN S. AND JAMES L. KNIGHT FOUNDATION
GRANT AGREEMENT**

Grantee: The Village of Key Biscayne

Approval date: November 24, 2008

Grant Amount: \$75,000 over one year

Terms: December 1, 2008 to December 31, 2009

Purpose: To create two new plazas designed by artist Jose Bedia on the southern part of Key Biscayne that will highlight South Florida's environment.

Grant Activities: The Art in Public Places Program of the Village of Key Biscayne has invited artist Jose Bedia to extend an innovative, site-specific project highlighting the South Florida environment with artworks in an unprecedented scale along a major road on Key Biscayne. Bedia will create two new plazas that will complement the five colorful terrazzo plazas by the artist along Crandon Boulevard on the southern part of the island. The site-specific landmark project is expected to provide a unique shared cultural experience, serve as an educational venue and embody a tangible reminder of the "circle of life". Bedia's work highlights the island's fauna. His images encourage audiences to be more sensitive to the ecology of our barrier island, and to the species of birds, butterflies and marine life in Biscayne Bay. The project will result in a lively, highly visible, stimulating sequence of images along the central axis of the island connecting Crandon Park to Cape Florida State Park.

Anticipated Outcomes: It is Knight Foundation's understanding that the following description accurately represents your organization's expectations for the outcomes of the funded project. It also is Knight Foundation's understanding that your organization agrees that the results described below are appropriate and achievable and represent the terms against which your organization will judge the success of the project.

The Village of Key Biscayne, in collaboration with Jose Bedia, will design and build the two new plazas described above.

Evaluation: The success of this project will be measured by the following indicators with evidence provided by grantee:

- Testimonies from various audiences
- Documentation of educational initiatives
- Media coverage
- Increased visibility in art magazines and books

In addition, due to the nature of this matching grant, which seeks to attract new investments in the arts in Miami, a large measure of success will be the grantee's ability to raise additional funds and/or attract additional sponsors.

Any additional internal and/or external evaluation reports relating to this grant should be submitted to Knight Foundation.

Communications: The grantee is expected and encouraged to announce this grant to the media and public.

The grantee agrees to follow the foundation's grantee communications guidelines as posted at knightcommunications.org, including:

- Proper use of Knight Foundation's logo
- Appropriate acknowledgement of Knight Foundation at grantee events and in grantee's print and online content
- Clearing with the foundation's communications department any grantee content mentioning the foundation with enough advance notice to make changes if needed
- Providing the foundation with copies of all public communications that feature the foundation.

Conditions:

1. This is a challenge grant requiring The Village of Key Biscayne to raise a 1:1 match of funds with cash or firm pledges from outside sources. The match of \$75,000 must be raised from December 1, 2008 to June 30, 2009. Knight Foundation will make payment upon receipt of satisfactory documentation that the full match has been raised each year. The final deadline for submitting matching documentation is July 7, 2009. If the match is met early and the matching documentation is received, an early payment may be made at Knight Foundation's discretion. Examples of documentation include pledge letters, stock transfer certificates, copies of checks and grant letters other than from Knight Foundation. All documentation should be from outside sources and should state that funds are (a) for the project or (b) to match Knight Foundation's grant.
2. Changes to any specific line item in the enclosed budget greater than 5% should be approved in writing by Knight Foundation prior to making the change.
3. The Grantee will use the funds for the purposes approved by the Foundation described in this Agreement and understand that any alternative use of funds must be authorized in advance in writing by Knight Foundation.
4. Any significant changes in project and/or organizational leadership should be reported to Knight Foundation within 30 days of the change.
5. John S. and James L. Knight Foundation will be permanently and prominently recognized at the plazas in a manner to be agreed upon by Knight Foundation and grantee no later than June 30, 2009.

Reports and payments:

1. Payments will be released as stipulated above pending evidence of 1:1 matching funds.
2. A final report is due December 1, 2009.
3. All completed reports should be sent to the Program Director, Lorenzo Lebrija.

4. These reports shall include both financial and program information in formats that the Foundation requires. They shall include a narrative account of what was accomplished by the grant, including a description of progress made toward achieving the goals of the grant and assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The narrative and financial report forms are enclosed with this agreement. Please contact your Program Director to obtain electronic versions of these documents.
5. Organizations that complete internal audits by an independent auditing firm should submit a copy of the audit results within 90 days of completion of the report during the time period listed in the terms above.
6. Grantee also shall provide the Foundation, upon request, with all information relating to the results, findings or methods, and/or publications developed under the grant. The Foundation may withhold any future payments of the grant if it has not received all reports required to be submitted by Grantee and if such reports do not meet the Foundation's reporting requirements. Any reports may be disseminated by the Foundation without the prior written consent of the Grantee.

Intellectual Property: Grantee and the Foundation agree that all copyright and other interests in materials produced as a result of this grant shall be owned by the Grantee organization. To ensure the widest possible distribution of such materials and ensure that they enter and remain in the public domain, the Grantee organization and any individuals who may have some interest hereby grant to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the materials or other work products arising out of or resulting from Grantee's use of the grant funds and any earnings thereon, including all intellectual property rights, and to sublicense to third parties the rights described here. Grantee, at Foundation's request, agrees to execute any additional documents required to effect such license.

Tax-Exempt Status: Grantee will keep its tax-exempt status as a municipality current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the use of funds from private foundations to the Grantee organization. This includes but is not limited to the prohibition against activities described in Section 4945(d) of the IRS Code and limiting the use of the grant funds to the appropriate taxable purposes as described in IRS Code section 170(c)(2)(b).

Books and Records: Grantee shall maintain an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after completion of the use of this grant. Furthermore, at the request of the Foundation, Grantee shall permit reasonable access to its files, records and personnel by the Foundation (or its designated representatives) for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this grant as the Foundation deems necessary. The fees and expenses of such designated representative, solely at the request of the Foundation, shall be paid by Knight Foundation.

Management and Investment of Grant Funds, Earnings and Appreciation: Grantee shall invest and reinvest any funds disbursed under the grant that are not expended for the purposes of *this grant including all earnings and appreciation thereof*, in one or more specially designated accounts in a bank which is a member of the FDIC or investment firm which is a member of the

SIPC in accordance with Grantee's governing documents and investment policies which do not conflict with this Agreement, with the laws of the State of Florida, and with Federal laws. Each account holding funds provided under the grant, and all realized earnings thereon, shall be fully insured by the FDIC to the extent permitted by law, if the funds are deposited in a bank, or by the SIPC, if the funds are invested with an investment firm. Grantee may not assess an administrative or financial management fee of any kind, or charge expenses of any kind for the costs of administering and using funds disbursed to Grantee under the Grant, unless agreed to in writing and in advance by Donor.

Unexpended Funds: The Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant or the content of any required written report. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Foundation, except where the Foundation has agreed in writing to an alternative use of the unused funds.

No-cost extension: If needed, Grantee should submit a request for a no-cost extension to the program officer before the end of the grant period. The request should contain the reason for the extension, any unexpended funds identified and how the funds will be used, and the length of time requested for the extension.

Royalties: Any materials produced by this grant and earnings thereon shall not provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Any funds realized by Grantee or any sub-grantee from product sales must be used exclusively for this project.

No guarantee of future funding: The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of Knight Foundation to continue funding beyond the terms listed in this grant agreement.

If you agree to the terms and conditions of this grant agreement, please sign and return this document to Knight Foundation. A self-addressed envelope is enclosed for your convenience. Please keep a copy of the signed document for your grant files.

Grant payment according to the terms above will be released within 60 days of receiving this signed agreement.

Name: _____
(Type or print name and title of person signing the acknowledgment)

Title: _____

Signed: _____ Date: _____
(Authorized signature of senior executive officer)

All future correspondence regarding this grant should refer to grant #

Please sign and return this document to:

Grants Administration
John S. and James L. Knight Foundation
Wachovia Financial Center, Suite 3300
200 South Biscayne Blvd.
Miami, FL 33131-2349

November 24, 2008

Mayor Robert L. Vernon
The Village of Key Biscayne
88 W. McIntyre Street
Key Biscayne, FL 33149

Dear Mayor Vernon:

The Trustees of the John S. and James L. Knight Foundation have approved a one-year, \$75,000 challenge grant to The Village of Key Biscayne. Congratulations.

The grant is to be used to create two new plazas designed by artist Jose Bedia on the southern part of Key Biscayne that will highlight South Florida's environment.

The terms and conditions of this grant are contained in the attached grant agreement. A self-addressed envelope to return the signed agreement is enclosed for your convenience.

Before you take steps to publicize this grant, we request that you start by reviewing our communications preferences at www.knightfoundation.org/downloads. Or, ask for it via email to web@knightfoundation.org, and we'll send it as an email attachment.

This grant is tangible recognition of your services to Miami/Dade, a Knight community. Thank you.

Sincerely,

AI:jbab

Enclosures

C: Lorenzo Lebrija
Rosa Sugrañes

Public Art Celebrates Barrier Island Ecology

Submitted By: **Art in Public Places Board, Village of Key Biscayne**
Jud Kurlancheek, Director, Building, Zoning and Planning
Department
VKBBZP@aol.com

88 West McIntyre Street
Key Biscayne FL 33149

Submitted On: 18 November 2008

PROPOSED PROJECT

The Art in Public Places Program of the Village of Key Biscayne has invited artist Jose Bedia to extend an innovative, site-specific project highlighting the South Florida environment with artworks in an unprecedented scale along a major road in our community.

(Please see attached narrative for complete information.)

PROJECT FUNDING

Project Total Amount: \$150,000

Requested Amount: \$75,000

Requested Years: 1

How will you match the Knight Foundation funding?

The Council of the Village of Key Biscayne will provide matching funds for this grant from the Knight Foundation.

PROJECT SPECIFICS

Why are you the best person or organization to develop this project?

As the Director of Building, Zoning and Planning Department I work with the Art in Public Places Board and with our public art consultant, Cesar Trasobares. Our team managed the completion of the first five terrazzo plazas that are a part of this project in collaboration with an award-winning South Florida contractor, Artistic Surfaces, and with Fredric Snitzer Gallery, the artist's dealer. All grant funds will be used to cover the design and construction costs of the new artworks. My salary and Mr. Trasobares's fees are covered by the Village Budget approved for FY 2009. All expenses in managing the

Art in Public Places Board and its educational programs are provided by the Village Council.

How will this project be transformative to arts in our community?

This grant will expand and complete an ambitious public art project celebrating the Village's environment impacting local audiences and directed to the larger South Florida community. Located along Crandon Boulevard, the seven plazas in terrazzo will transform and enrich a series of public spaces with highly attractive images that connect the human residents to the key's fauna, including protected species like the manatee. Because of the project's scale, the sequence of plazas will be seen by multiple audiences passing through this high-traffic boulevard.

South Florida has become a major cultural center with active public art programs in Miami Dade County and numerous communities. As it evolves, Key Biscayne's Art in Public Places program will continue to present and celebrate contemporary culture and art for the general population.

How will you reach your target audience?

The immediate target audience are the residents and visitors to the Village of Key Biscayne. The Bedia Plazas are accessible to all 24/7, year round. The expanded project will be featured in an informational brochure and in media coverage (local and international art publications). The Bedia Plazas will be presented as a cultural destination in the Village's official web site. Jose Bedia's designs for the Arsht Performing Arts Center have received international recognition.

Subj: **Village of Key Biscayne Public Art Grant**
Date: 11/18/2008 3:48:15 A.M. Eastern Standard Time
From: cisor@bellsouth.net
To: skennedy@knightfdn.org
CC: vkbBZP@aol.com, chip@keybiscayne.fl.gov

Dear Stuart Kennedy:

On behalf of the Art in Public Places Board of the Village of Key Biscayne, we are pleased to submit the documents you requested in support of our grant application: Public Art Celebrates Barrier Island Ecology. Additional information will be provided soon.

Attached are:

- >Completed Grant Proposal and Narrative including Board of Director's list and plans made for matching funds
- >Updated Project Budget
- >Four images of the recently completed public plazas in terrazzo by Jose Bedia as a reference

Answers to your questions as requested:

- 1) What is your organization's mission?

The Art in Public Places Board oversees the public art program of the Village of Key Biscayne. In addition to permanent installations by artists, the APP Board sponsors programs in support of its educational mandate. Past events include performances by Pablo Cano, a dance project in collaboration with Dale Andree and special exhibitions. The Board is also assembling an art collection for public display. A recent highlight is a donation of a group of unique photographic images of the Village's history and development by the Matheson family on permanent display at our Community Center.

- 2) How will we know if this Knight Arts Partnership project has succeeded?

The expanded art project by Jose Bedia will highlight the connections between art and the environment and the powerful impact of art in public spaces. Through educational programs and media coverage, the public art program encourages residents and visitors to re-consider and value the symbolic and cultural potential of the built, urban environment. The daily contact of general audiences with art outside museums and cultural institutions contributes to a sense of place and pride in our communities, and enhances the ongoing appreciation of the contribution of creative individuals to society.

- 3) What measures will we use to look at the project and its impact

Testimonies from various audiences and documentation of educational initiatives and media coverage will be provided. Increased visibility in newspapers, art magazines and books of our projects will contribute to the evolving perception of South Florida as a world-class cultural destination. The daily environment of residents, walkers, bicyclists and drivers will be enriched with Jose Bedia's inspiring images and sites in unexpected places.

The following other administrative and institutional documents will be provided by Village staff:

- >Organization's current annual operating budget
- >Proof that Village of Key Biscayne is a non-profit municipal government
- >Recent audited financials OR990

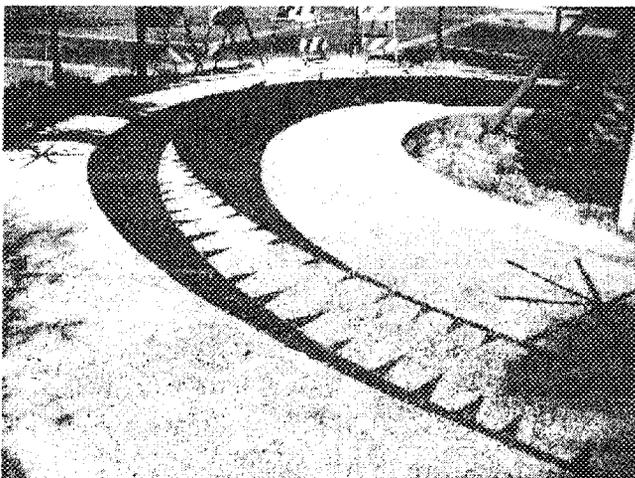
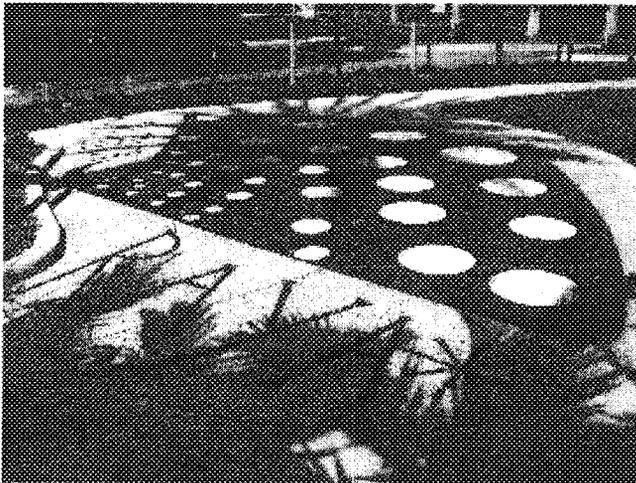
Please contact the Village's public art consultant for any other information you may need in connection with the artistic aspects of this grant application.

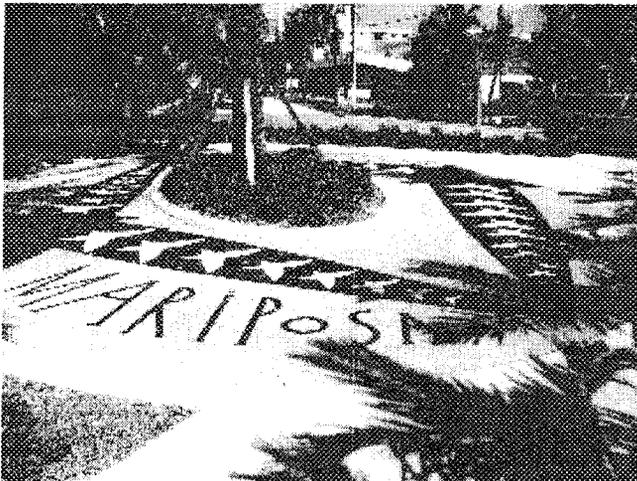
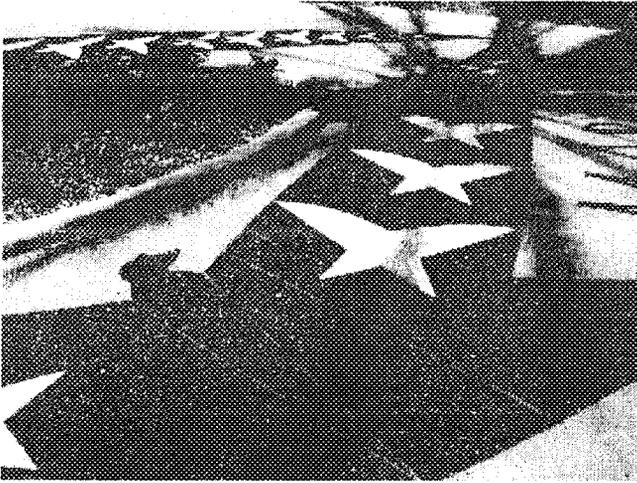
Respectfully submitted,

Jud Kuriancheek, AICP
Director, Building, Zoning and Planning Department

Cesar Trasobares
Art in Public Places program consultant (786 371 5288)
Village of Key Biscayne

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Public Art Celebrates Barrier Island Ecology

The Art in Public Places Program of the Village of Key Biscayne has invited artist Jose Bedia to extend an innovative, site-specific project highlighting the South Florida environment with artworks in an unprecedented scale along a major road in our community.

Jose Bedia will create two new plazas that will complement the five colorful terrazzo plazas by the artist along Crandon Boulevard on the southern part of the island. The site-specific landmark project is expected to provide a unique shared cultural experience, serve as an educational venue and embody a tangible reminder of the "circle of life".

Jose Bedia's work highlights the island's fauna. His images encourage audiences to be more sensitive to the ecology of our barrier island and to the species of birds, butterflies and marine life in Biscayne Bay. The project will result in a lively, highly visible, stimulating sequence of images along the central axis of the island connecting Crandon Park to Cape Florida State Park.

Jose Bedia is known for his images inspired by the cultures of Native Americans and other indigenous people. He is renowned internationally, and his work has been exhibited in important venues like the Venice Biennale and the Museum of Modern Art in New York. His floor designs for the Arsht Center have received wide acclaim and considerable coverage in newspapers, magazines and other media.

The Art in Public Places Board is expecting to receive an allocation from the Village Council for FY 09 as matching funds to this Knight Arts Initiative grant upon review of the artist's images for the two new plazas and the project budget.

Art in Public Places Board:

Veronica Scharf-Garcia, Chair

Franklin H. Caplan

Rosa de la Cruz

Lourdes Jofre Collett

Gloria Kahn

Joan Matheson

Diane Moss