



VILLAGE OF KEY BISCAIYNE

Office of the Village Manager

Village Council

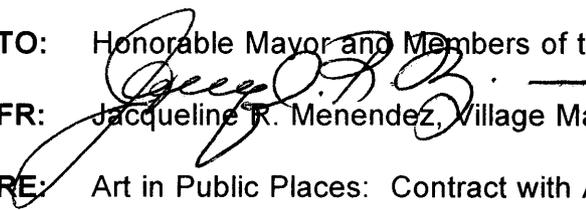
Robert Oldakowski, *Mayor*
Robert L. Vernon, *Vice Mayor*
Enrique Garcia
Steve Liedman
Jorge E. Mendia
Thomas Thornton
Patricia Weinman

Village Manager

Jacqueline R. Menendez

DT: November 15, 2005

TO: Honorable Mayor and Members of the Village Council

FR: 
Jacqueline R. Menendez, Village Manager

RE: Art in Public Places: Contract with Art Consultant

RECOMMENDATION

That the Village Council renew the attached agreement with Cesar Trasobares who is providing consultant services for our Art in Public Places Program.

BACKGROUND

Cesar Trasobares was retained by the Village in FY2004 for purposes of providing consultant services to implement our Art in Public Places Program. During FY2005, he completed the following tasks which were set forth in our Agreement:

1. Administration of the Village's first "Call to Artists" that led to retaining Sarah Morris.
2. Preparation and submission of a grant to the Key Biscayne Community Foundation that funded the Village's first Art in Public Places Speaker Series.
3. Assisted the Village in obtaining two pieces of artwork as gifts.
4. Installed the Key Biscayne Mural in the Community Room.
5. Attended 20 meetings of the Art in Public Spaces Board.
6. Assisted in the preparation of the Draft Art Master Plan (not submitted to Council).

For FY2005, the Art in Public Places Board has developed the following tasks which Mr. Trasobares will provide consultant services. His compensation is \$13,000.

1. Administration of the next Art in Public Places "Call to Artists".
2. Implementation of the second Art in Public Places Speaker Series - 3 speakers.
3. Grant preparation as requested by the Board.
4. Liaison to the Sarah Morris Project.
5. Historical Photograph display in the Police Department Community Room.
6. Implementation of an Art Show - minimum 6 local artists.

RESOLUTION NO. 2005- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA, APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAVNE AND CESAR TRASOBARES CONCERNING PROFESSIONAL SERVICES FOR THE VILLAGE'S ART IN PUBLIC PLACES PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council desires to continue to utilize the services of Cesar Trasobares (the "Consultant") as the Village's consultant for the Village's Art In Public Places Program; and

WHEREAS, the Village Council finds that approval of the attached Professional Services Agreement between Consultant and the Village is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA, AS FOLLOWS:

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

Section 2. Agreement Approved. That the Agreement for Professional Services between the Village and Consultant, in substantially the form attached hereto, is hereby approved, and the Village Manager is authorized to execute the Agreement on behalf of the Village, once approved by the Village Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Village Manager is hereby authorized to take any necessary action to implement the purposes of the Agreement and this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this _____ day of _____, 2005.

ROBERT OLDAKOWSKI, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, CMC

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Village Attorney

**VILLAGE OF KEY BISCAYNE
AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into as of the 1st day of October, 2005, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and CESAR TRASOBARES, (the "CONSULTANT").

RECITALS:

The VILLAGE wants to continue to engage the CONSULTANT to perform certain professional services for the VILLAGE's **Art In Public Places Program** as specifically described in Exhibit "A" to this Agreement ("Specified Services"), including both the General Services and Detailed Services described therein. The CONSULTANT wants to provide such Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. The CONSULTANT agrees to provide the Specified Services upon written request from the Village Manager. CONSULTANT shall provide the Specified Services as an independent contractor for the VILLAGE.

B. The CONSULTANT recognizes that, unless expressly provided by the Village Council, only the Village Manager is authorized to commit the expenditure

of Village funds for the implementation of CONSULTANT's recommendations.

2. **FEES FOR SERVICES**

The CONSULTANT agrees to charge the VILLAGE for the Specified Services which are provided by CONSULTANT, in accordance with the fee schedule of \$1,083.33 per month, for a total fee of Thirteen Thousand and No/100 (\$13,000.00) Dollars, plus reasonable and necessary costs (not to exceed a total of \$500.00) as approved by the Village Manager.

3. **TERM**

The duration of the term of this Agreement shall commence on October 1, 2005 and shall end on September 30, 2006, unless extended by the Village Manager or earlier terminated pursuant to paragraph 7.

4. **RECORDS**

The Public Art Master Plan and all original sketches, tracings, drawings, computations, details, reports, work papers and other documents and plans that result from the CONSULTANT providing Specified Services shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT.

5. **ASSIGNMENT**

This Agreement shall not be assignable by the CONSULTANT.

6. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

7. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon twenty days written notice with or without cause and by the CONSULTANT upon 30 days written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of Exhibit "A" and Paragraph 2 above, for all acceptable work performed up to the date of termination.

8. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

9. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for Village hereunder.

10 **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

11. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village:	Jacqueline Menendez Village Manager Village of Key Biscayne 88 West McIntyre Street Key Biscayne, FL 33149
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With a copy to:

David M. Wolpin, Esq.
Village Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.A.
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133

Consultant:

Cesar Trasobares
1045 10th Street, #107
Miami Beach, Florida 33139

12. **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

CESAR TRASOBARES

VILLAGE:

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By: _____
Cesar Trasobares

By: _____
Jacqueline Menendez,
Village Manager

Attest: _____
Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

EXHIBIT "A"

A. GENERAL SERVICES

1. Assist the Village in the management of the art program, articulation of program policies and procedures, encouraging educational programs, strategizing public information efforts and advising on long term maintenance of the collection.
2. Assist the Village in the development, construction, and installation of the Community Center artwork.
3. Attend all Art in Public Places Board meetings and applicable Village Council Meetings and provide technical and administrative support.
 - a. providing educational activities for Board members to clarify and express the civic and cultural aspects of the Art in Public Places philosophy and its roles in the community, including links with other cultural initiatives.
 - b. serving as a resource and liaison with artists developing, fabricating, and installing other artworks in the Village's collection and other informational materials.
 - c. producing texts about artworks in the Village's collection and other informational materials.
4. Provide support to new programs and other artwork commissions initiated by the Village.
5. Guide the Village in implementing the procedures for proposed artwork gifts and art on loan to the Village.

B. DETAILED SERVICES

The Consultant shall provide the following detailed services with completion dates as established by the Art in Public Places Board (the "Board"):

1. Implementation of the Art in Public Places Speaker Series – 3 speakers.
2. Grant preparation as requested by the Board.
3. Administration of the next Art in Public Places "Call for Artists".
4. Liaison to the Sarah Morris Monaco Fountains Project.
5. At Community Room in the Police Department – Historical Photograph Display.
6. Implementation of an Art Show – minimum 6 local artists. This is a non-permanent show.