#### RESOLUTION NO. 17-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RATIFYING AND ACCEPTING THE ATTACHED NATIONAL ENDOWMENT FOR THE ARTS (NEA) OUR TOWN GRANT AWARD #15-4292-7098 IN SUPPORT OF AN ARTS MASTER PLAN AND PUBLIC INSTALLATIONS AT THE TRUMAN WATERFRONT PARK FOR FUNDING IN THE AMOUNT OF UP TO \$75,000.00 (CITY MATCH); APPROVING AMENDMENT #1, TO EXTEND THE PERIOD OF PERFORMANCE TO MARCH 31, 2019; AUTHORIZING NECESSARY BUDGET TRANSFERS AND AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West submitted an application and was awarded grant funding from the NEA in support of an arts master plan and public art installations for the Truman Waterfront; and

WHEREAS, the NEA required the return of an executed grant agreement in January, 2016, and pursuant to Section 2-797(1) of the code of ordinances, the City Manager executed the Agreement and herewith is submitting the Agreement to the Commission for ratification;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached NEA Grant Award #15-4292-7098, in support of an Arts Master Plan and Public Installations at the Truman Waterfront Park in the amount of up to \$75,000.00 is hereby ratified and accepted (City match).

Section 2: That the attached Amendment #1 to the Agreement is hereby approved, extending the period or performance end date to March 31, 2019.

Section 3: That necessary budget transfers are authorized to reflect that the total project cost is \$150,000.00, including reimbursable grant revenue in the amount of \$75,000.00 to be established in Account No. 110-0000-331-9000. City matching funds for the grant include \$50,000.00 from the one-percent for public art fund generated by the Truman Waterfront Park project, City staff time in the amount of \$17,000.00, \$4,000.00 in volunteer hours from the Art in Public Places Board and \$4,000.00 in volunteer hours from the Truman Waterfront Advisory Board.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission	on at a	a meeting	held
this <u>21</u> day of <u>March</u> , 2017.			
Authenticated by the Presiding Officer	and	Clerk of	the
Commission on 22 day of March,	2017.		
Filed with the Clerk on March 22,		_, 2017.	
Mayor Craig Cates	Yes		
Vice Mayor Clayton Lopez	Yes		٠
Commissioner Sam Kaufman	Yes		
Commissioner Richard Payne	Yes	<u>.</u>	
Commissioner Margaret Romero	Yes		
Commissioner Billy Wardlow	Yes		
Commissioner Jimmy Weekley	Yes		

ATTEST:

MUM SMITH, CITY CLERK

Page 3 of 3



Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

## **EXECUTIVE SUMMARY**

TO: James K. Scholl, City Manager

**CC:** Greg Veliz, Assistant City Manager

Thaddeus Cohen, Planning Director Mark Finigan, Finance Director

FROM: Carolyn Sheldon, Senior Grants Administrator

DATE: February 27, 2017

RE: Ratifying the acceptance of the attached National Endowment

for the Arts (NEA) Our Town Grant Award #15-4292-7098 to support an arts master plan and public art installations at the Truman Waterfront Park in the amount of \$75,000.00 (\$75,000.00 City match required), approving an amendment to extend the period of performance end date to March 31, 2019, and approving the necessary budget amendments for the

associated revenues and expenses.

#### **ACTION STATEMENT:**

This resolution will ratify the acceptance of the attached National Endowment for the Arts (NEA) Our Town Grant Award #15-4292-7098 to support an arts master plan and public art installations at the Truman Waterfront Park in the amount of \$75,000.00 (\$75,000.00 City match required), approve an amendment extending the period of performance end date to March 31, 2019, and approving the necessary budget amendments for the associated revenues and expenses.

#### BACKGROUND:

As the NEA website describes, the Our Town grant program supports creative placemaking projects that help to transform communities into lively, beautiful, and resilient places with the arts at their core. Creative placemaking is when artists, arts organizations, and community development practitioners deliberately integrate arts and culture into community revitalization work - placing arts at the table with land-use, transportation, economic development, education, housing, infrastructure, and public safety strategies. This funding supports local efforts to enhance quality of life and opportunity for existing residents, increase creative activity, and create a distinct sense of place.

#### **PURPOSE AND JUSTIFICATION:**

City Staff proposes to support creative placemaking at the new Truman Waterfront Park, in partnership with a nonprofit organization as required by the grant. Our nonprofit partner, The Studios of Key West, will assist with this project in coordination with City Staff, Art in Public Places (AIPP) Board and Truman Waterfront Advisory Key to the Caribbean – Average yearly temperature 77° F.

MEMORANDI

Board (TWAB). The project will include 1) a creative placemaking Cultural Master Plan for the Truman Waterfront Park; 2) public art installation within the park in accordance with the Truman Waterfront Park Cultural Master Plan; 3) Eco-Art workshops that orient community members, elected officials, architects and design professionals to a design approach that addresses environmental challenges; and 4) multi-disciplinary arts demonstration projects to be presented at the Truman Waterfront Park's new facilities.

#### FINANCIAL IMPACT:

A grant revenue budget in the amount of \$75,000.00 will be established in 1100000 3319000, if approved.

The total project budget is \$150,000.00. Budget amendments to record the expenses in Fund 110 will be required. The \$150,000.00 is comprised of \$75,000.00 (reimbursable from the grant) for the art master plan consultant (RFP not yet advertised). The City has a \$75,000.00 match requirement of which \$50,000.00 will come from the one-percent for public art fund generated by the Truman Waterfront Park project. City Staff time totals \$17,000.00. Finally, \$4,000.000 each (\$8,000.00 total) in volunteer hours from the Art in Public Places Board (AIPP) and Truman Waterfront Advisory Board (TWAB).

#### **RECOMMENDATION:**

Staff recommends the City Commission ratify the acceptance of the attached National Endowment for the Arts (NEA) Our Town Grant Award #15-4292-7098 to support an arts master plan and public art installations at the Truman Waterfront Park in the amount of \$75,000.00 (\$75,000.00 City match required), approve an amendment extending the period of performance end date to March 31, 2019, and approve the necessary budget amendments for the associated revenues and expenses.



### **National Endowment** for the Arts

arts.gov

RECEIVED

AUG 31 2015

**CITY MANAGER** 

Mr. James Scholl Authorizing Official City of Key West, Florida 3140 Flagler Avenue Key West, FL 33040-4602

AUG 27 2018

Dear Mr. Scholl:

On behalf of the National Endowment for the Arts, it is a pleasure to inform you that your organization has been awarded a grant.

Grantee:

City of Key West, Florida

Grant #:

15-4292-7098

Grantee DUNS #:

079864898

**Grant Amount:** 

\$75,000

Outcome: Livability

Period of

October 1, 2015 to September 30, 2017

Performance:

CFDA #:

45.024, Promotion of the Arts - Grants to Organizations and Individuals

Discipline/Program:

Design - Our Town

Grant Project:

To support an arts master plan and public art installations at Truman Waterfront Park, as

described in your application (A15-960594) and the enclosed project budget.

SPECIFIC TERM: You are required to submit the information requested by the NEA regarding the NHPA or NEPA effect on your project, and any additional questions, by January 4, 2016. This documentation must be emailed to NEAhistoricreview@arts.gov. You should not undertake activities related to the necessary clearance until this requirement has been met and your project cleared. The Office of General Counsel must clear your project before funds will be released. If you do not respond by this date, your grant will be terminated.

SPECIFIC TERM (2): It is a term of this award that you provide in-kind documentation with each payment request and the Federal Financial Report is you claim in-kind donations to meet the required minimum required match for this grant.

Please review your award packet. A copy of the approved budget is included. If changes were made to the budget they are noted at the bottom of the budget page.

Award materials are online at www.arts.gov/manageaward. The NEW 2015 General Terms & Conditions, which adopts OMB's Uniform Guidance (2 CFR 200), provide detailed information concerning the NEA's regulations and procedures, the administrative requirements that apply to your grant, and your responsibilities as a grantee. Instructions for requesting grant funds and reporting on your project are also here.

If you have any questions regarding the administrative requirements of this grant, our Grants & Contracts Office staff will be happy to assist you. They may be reached at grants@arts.gov or (202) 682-5403. Congratulations on your grant award!

Sincerely,

Jane Chu Chairman

Jane Chu

## NATIONAL ENDOWMENT FOR THE ARTS APPROVED PROJECT BUDGET

Grantee: City of Key West, Florida

Grant #: 15-4292-7098 Application Update/Revised Budget: 07/22/2015

INCOME

Match Cash: \$ 67,000

In-Kind: \$ 8,000 Total MATCH: \$ 75,000

NEA GRANT\*: \$ 75,000

TOTAL PROJECT INCOME: \$ 150,000

**EXPENSES** 

Direct Costs Salaries & Wages: \$ 17,000

Fringe: \$ 0

Travel: \$ 1,000

Other: \$ 132,000 Total DIRECT Costs: \$ 150,000

INDIRECT Costs: \$\_\_\_\_\_

TOTAL PROJECT EXPENSES: \$\_\_\_150,000

#### IMPORTANT INFORMATION

You are responsible for reviewing the <u>General Terms & Conditions</u> for your award, which are available on our website at <u>www.arts.gov/manageaward</u>. Failure to comply with these Terms may result in the disallowance of project expenditures and/or the reduction or withdrawal of Arts Endowment support for your project.

- This budget is derived from your application, revised budget, and/or other communication. All costs must be
  incurred within the period of performance listed on your award letter. It is understood that this budget reflects
  estimated expenditures and that actual, allowable expenditures will be reported on all financial reports.
- This grant must be matched dollar for dollar (1 to 1) unless otherwise indicated in your grant award letter. Match must be nonfederal.
- Certain unallowable costs may have been removed from your budget (see Budget Notes); these costs cannot be supported with Federal or matching funds and should not be included on future financial reports for this award.
- Expenditures on your project should be in general agreement with the line item costs outlined in this budget. Some budget changes may require prior NEA approval (e.g., adding foreign travel or indirect costs).
- This budget cannot include overlapping project costs with any other direct Federal grant including awards made directly by the NEA or another Federal Agency (e.g., NEH, HUD, etc.) per 2 CFR §200.306 and NEA Legislation.
- NEA funds that are sub-granted to you through a state or regional arts agency, or a local arts organization, cannot be used as match on this award per 2 CFR §200.306 and NEA Legislation.
- Proper documentation must be maintained for <u>all</u> costs in this budget, including all salaries charged, in whole or in part, to this award.
- Proper documentation must be maintained for all in kind contributions claimed per 2 CFR §200.96, 302, 333. /
- <u>All</u> activities supported with NEA or matching funds, including performance/touring activities as well as publications, websites, or other media projects, must be made accessible to people with disabilities in compliance with Section 504 and the ADA.
- Payments to foreign nationals and/or non-compliant travel to or from countries sanctioned by the U.S. Treasury Department's Office of Foreign Asset Control are unallowable.

\*NEA Grant = total amount of federal funds obligated, total amount of the federal award.



NATIONAL ENDOWMENT FOR THE ARTS

## REPORTING REQUIREMENTS for Grants to Organizations

Grant Numbers that Begin 15-xxxx-xxxx.

Rev. November 2014

Materials regarding your award are online at www.arts.gov/manageaward/index. Basic information about your grant is available at www.arts.gov/mygrant (or My Grant at a Glance),

The reporting requirements for your grant are described below. Follow these instructions carefully.

#### PROGRESS REPORT

Generally, only one progress report will be required during the grant period. It is submitted as part of the Payment. Request form (Box 10). Limit your response to the space provided on the form,

The Progress Report is due the first time the cumulative amount requested EXCEEDS two thirds (2/3) of the grant award amount. The Progress Report must include a description of grant supported activities that:

- · have been undertaken since the grant period start date, and
- are scheduled for the remainder of the grant period.

#### FINAL REPORTS

Submit Final Reports to the Grants & Contracts Office (G&C) no later than 90 days after the grant period end date. You will be ineligible for any National Endowment for the Arts (NEA) awards if you fail to submit required and acceptable Final Reports for previous awards. Go to www.arts.gov/manageaward/index for Final Reports instructions and forms.

The Final Descriptive Report (FDR) and Federal Financial Report (FFR) must be emailed to FinalReports@arts.gov. Identify your grant number and organization name in the subject line; e.g., FDR 15-3200-7xxx ABC Arts Organization, or FFR 15-3200-7xxx EFG Arts Organization.

The Final Report includes:

- Federal Financial Report (FFR):
- Final Descriptive Report (FDR):
  - narrative describing the project activities;
  - data about specific activities and participants; and
  - geographic location(s) and venue(s) where grant activities took place (online module).

•		roduct kequirement, if a final our product with your organiza the Web address or link in yo	ฮเเบท 5 กล	t is required for this grant, it is indicated below. Prominently name and grant number: If the product is available online,
		Book(s) / Catalogue(s) // Jou		Recordings (CD, DVD, or other audio or video file
	*	Publication(s) / Report(s)		Libretto / Score(s) (hard copy or PDF on disc)
	Other:	Digital copy of	arts	masterplon

If no item is identified, a product is NOT required for your grant.

We reserve the right to request subsequent information or work product(s) as necessary. All Federal awarding agencies retain a royalty-free right to use all or a portion of their grantees! final report material for Federal purposes (e.g., the use of final report work products to document the results of grant programs), including



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## MANAGE YOUR AWARD

	-4292-7	098	CFDA	#: 45.02	4	• ".
General Information	: : :	+ 1, 1	77 73	·	• • • • • • • • • • • • • • • • • • • •	
Grantee:	City of K	ev West	Florida			
Grant Period:		015 - 0	9/30/2017			
Grant Amount:	\$75,000					
Project Description:	To suppo Truman			an and publ	ic art installa	tions at
Intended Outcome:	Livability Arts	- Ameri	can Commi	inities are S	trengthened t	through t
Payment Request Act		<del></del>	-	• • • • • •	<del>-                                    </del>	<del> :</del>
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Total Grant Funds Requ	ested:		111	\$0		·
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Date Final Report(s) are	due:		12/29/20:	17		
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#### **APPLICATION UPDATE**

**Step 1:** Enter the NEA application number from the tentative funding recommendation email and your organization's legal name.

11.5	#: 15 - 960594 	Organization: City o	f Key West
e <b>p 3:</b> Verif	fy that your organization	project? If not, please adv on's SAM gov registration in ng recommendation, selec	
А.	The project and budg	"	quested - there is no change.  Note: If you DO need to make changes, do not che more extensive updates.]
В: 🔲	funding recommenda application. [ <b>Note</b> : If an increased match of	ition. The project and bud you elect this option, NEA	ween the amount requested and the tentative get will remain essentially the same as in our will adjust the original project budget to reflect mit a Revised Project Budget form.] e enter the dates below:
	Start date (mm/dd/y	ууу):	End date (mm/dd/yyyy):
c. 🔼	need to make change [Note: If you elect thi	es (e.g. scope of activities,	udget. My organization can do the project, but wil participants, dates, products, and/or the budget). A Revised Project Budget form, available at 5-and-later.]
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- **b.** If the project director has changed, include this information in the body of your email when returning this form.
- Step 6: Respond via email within 21 calendar days of being notified of the tentative funding recommendation.
  - Save each required form as a PDF using the following naming convention: <form name> +
     <application number> (e.g. Application Update XX-XXXXXX.pdf; Revised Budget XX-XXXXXX.pdf).
     Do not create a scanned image of any form. Scanned forms will not be accepted.
  - Email the completed PDF form(s) to the address indicated in the tentative funding recommendation email. Please include "Application Update" and the name of your organization in the subject line.

# NEA Revised Project Budget

rd # (post-award changes):	<del> </del>
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ion of amphitheater program planning, s	mall reduc
pect to spend less, but freeing any fund	
671 Mr	☐ Ms.
	<u> </u>
Fax: (305) 809	- 3886
	/ 22 / 15
☐ Mr.	☑ Ms.
E-Mail: ahiggins@cityofkeywest-fl.gov	
Fax: ( )	
sk (*) those funds that are committed or secured.	
expected or received for this project.)	Am
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	17,
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	Date: 07  Mr.  E-Mail: ahiggins@cityofkeywest-fl.gov

# NEA Revised Project Budget

	**			
9. Direct costs: SALARIES	AND WAGES			
Title and/or type of personr	nel Number of personnel	Annual or average salary range	% of time devoted to this project	Amount
Grants Administrator	<b>1</b>	\$45,000 per year	2%	900
Project Directors	2	\$40-45K per year	5-30%	12,50
Support Staff	3	\$33-67K per year	1-5%	3,600
		Total	salaries and wages a. \$	17,000
Fringe benefits			otal fringe benefits b. \$	17,000
i ringe benents				<u> </u>
		Total salaries, wages, and fr	inge benefits (a. + b.) \$	17,000
10. Direct costs: TRAVEL (In	clude subsistence.)			
# of travelers	From	То		Amount
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		oution, transportation of items othe		
equipment, etc.)				ice of
equipment, etc.)				Amount
equipment, etc.)  Artist Stipends - Truma	n Park Master Plan	Vision Team (11x\$900)		Amount 7,500
equipment, etc.)  Artist Stipends - Truma  Public Art Installations	n Park Master Plan @ Truman Waterfro	Vision Team (11x\$900) ont Park		Amount 7,500 50,000
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#### National Endowment for the Arts

#### **General Terms & Conditions**

for

# Grants and Cooperative Agreements to Organizations (FY 15 and later)

January 2016

#### **Grants & Contracts Office**

National Endowment for the Arts 400 7th Street, SW Washington, DC 20506 Telephone (202) 682-5403 FAX (202) 682-5610 grants@arts.gov finalreports@arts.gov arts.gov/manageaward

#### **Accessibility Accommodations**

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#### Important Information Regarding Accepting a National Endowment for the Arts Award

#### 1. Applicability

- 1.1 The General Terms & Conditions for Grants and Cooperative Agreements to Organizations (General Terms & Conditions, or GTCs) apply to grants and cooperative agreements (also referred to as awards) that the National Endowment for the Arts (NEA) issues to 501(c)(3) nonprofit organizations, institutions of higher education (IHEs), units of state and local governments, and Federally-recognized Indian Tribal governments.
  - **NOTE**: Awards to State Arts Agencies (SAAs) and Regional Arts Organizations (RAOs) under the Partnership program area, are subject to the *General Terms & Conditions for Partnership Agreements*.
- 1.2 These GTCs implement Title 2 of the Code of Federal Regulations (2 CFR) Subtitle A-Office of Management and Budget Guidance for Grants and Agreements Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, or Part 200). The National Endowment for the Arts has adopted the Uniform Guidance through regulation at 2 CFR 3255.1. The Uniform Guidance compiles and streamlines eight former OMB Circulars that governed Federal grants management.
- 1.3 The GTCs are also based on the National Endowment for the Arts legislation and established policies, along with other Federal statutes, regulations, and Executive Orders that apply to grants and cooperative agreements. Award recipients must be familiar with and comply with these requirements.
  - **NOTE:** Many citations for statutes and regulations are included in these GTCs. In most cases, more expansive information can be found at the citation location.
- 1.4 When applicable, Specific Terms & Conditions may be included with your award. Should there be inconsistency between requirements, the Specific Terms & Conditions supersede the GTCs.

#### 2. Your Responsibilities

In accepting a National Endowment for the Arts award, your organization assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with any provisions included in the award; the statutes, regulations, and Executive Orders governing Federal financial assistance awards; and these GTCs, all of which are hereby incorporated into your award by reference. While we may provide you with reminders regarding award requirements, the absence of receiving such notice does not relieve you of your responsibilities.

Submission of a Request for Advance or Reimbursement (payment request) form constitutes your agreement to comply with all the terms and conditions of the award.

Failure to comply with these requirements may result in suspension or termination of the award and our recovery of funds. In addition, the United States has the right to seek judicial enforcement of these obligations.

#### 3. Acknowledgment of National Endowment for the Arts Support and Disclaimer

Acknowledgment of the National Endowment for the Arts must be prominently displayed in all materials and announcements for your funded project.

- 3.1 For print materials, a phrase acknowledging support from the National Endowment for the Arts is a basic requirement using the following language: "This project is supported in part by an award from the National Endowment for the Arts."
  - 3.1.a We encourage you to include "To find out more about how National Endowment for the Arts grants impact individuals and communities, visit www.arts.gov."
  - **3.1.b** In addition, we encourage you to use the <u>National Endowment for the Arts current logo</u> whenever possible.
- 3.2 For radio or television broadcast, we require the following voice-over language: "This project is supported in part by an award from the National Endowment for the Arts. On the web at arts dot gov." For television broadcast, display of the National Endowment for the Arts logo and web address is required.
- 3.3 We reserve the right to change the language of the required acknowledgement of National Endowment for the Arts support, as well as the right to disallow the use of our logo and acknowledgement of our support.
- **3.4** For more guidance in planning your media campaign, please consult our "Working with the Media Toolkit" on our website.

#### 4. Resources

Resources to manage your award can be found on our website at www.arts.gov/manageaward, including:

- 4.1. How to Manage Your National Endowment for the Arts Award Handbook (NEA) includes detailed information about obtaining payment, reporting requirements, and requesting changes to your award. It is a companion document to these GTCs and other award material.
- 4.2 General information about your grant, such as when your final reports are due, whether we've received a payment request, and more is available at <a href="https://www.arts.gov/mygrant">www.arts.gov/mygrant</a>. (This resource is currently not available for cooperative agreements.)
- 4.3 Payment request and final report forms, along with step-by-step instructions, plus sample templates for documenting in-kind support and time and effort reporting.

#### 5. Selected Definitions (2 CFR 200.0-99)

The GTCs use terminology consistent with the Uniform Guidance. Select items that may be new to you are summarized below; see 2 CFR 200.0-99 for additional detail.

Autho	rizing Official		An authorizing official is a person with the recipient organization
		 	who has authority to legally and financially bind the organization.
			For organizations responsible for an approved independent

component (e.g., a University and its art museum), the authorizing official must work for the parent organization.  Closeout  200.16  The process by which the Federal awarding agency or pass through entity determines that all applicable administrative actions and all required work of the Federal award have be completed and takes actions as described in §200.343 Close Cognizant agency for indirect costs is usually the Federal indirect costs  The cognizant agency for indirect costs is usually the Federal agency that regularly provides the most amount of annual funding to the recipient.  Contract  200.22  A legal instrument by which the recipient purchases goods	e en eout.
Closeout  200.16  The process by which the Federal awarding agency or pass through entity determines that all applicable administrative actions and all required work of the Federal award have be completed and takes actions as described in §200.343 Close Cognizant agency for indirect costs is usually the Federal agency that regularly provides the most amount of annual funding to the recipient.	e en eout.
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Cognizant agency for indirect costs is usually the Federal agency that regularly provides the most amount of annual funding to the recipient.	
indirect costs agency that regularly provides the most amount of annual funding to the recipient.	. 1
funding to the recipient.	d I
Contract 200.22 A local instrument by which the recipient numbered and	
Contract 200.22 A legal instrument by which the recipient purchases goods	òr
services under a Federal award.	
Cost share or matching 200.29 The portion of project costs not paid by Federal funds.	
Equipment 200.33 Tangible property having a useful life of more than one (1)	vear.
and a per-unit cost equal to or greater than \$5,000. Genera	
basic computer devices cost less than \$5,000 and are considered	
	uereu
supplies for use and disposition purposes.	
Unique Entity Identifier (Reserved) Currently a Dun & Bradstreet (DUNS) number is used as the	
unique entity identifier for applying for, and obtaining, Fed	eral
funds.	•
De minimis indirect cost   200.414   An indirect cost rate of 10% that non-Federal entities, which	
rate never had a Federally-negotiated indirect cost rate agreeme	-
can apply to their award project budget. See also "Modified	d Total
Direct Cost Rate."	,
Institutions of Higher 200.55 Public, private, and tribal colleges and universities, but excl	uding
Education (IHEs) for-profit institutions.	
Modified Total Direct Cost   200.68   Used as a base for applying indirect costs through a Federal	llv-
(MTDC) negotiated indirect cost rate agreement, or the de minimis	•
Usually, "modified" means all direct salaries and wages,	
applicable fringe benefits, materials and supplies, services,	travel
and up to the first \$25,000 of each subaward or contract. It	-
excludes equipment, scholarships, participant support costs	
rentals, and the portion of each subcontract in excess of \$2	
	out a
Federal award as a recipient or subrecipient.	
Participant support costs   200.75   Stipend, subsistence, travel allowances and registration fee	-
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conferences or training projects. This does not include emp	lloyees
conferences or training projects. This does not include emp of the award recipient.	·.
conferences or training projects. This does not include emp of the award recipient.  Period of performance 200.77 The start and end date of the award (formerly known as per	riod of
conferences or training projects. This does not include emp of the award recipient.  Period of performance 200.77 The start and end date of the award (formerly known as persupport). Only costs and activities incurred during this time	riod of
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conferences or training projects. This does not include emp of the award recipient.  Period of performance  200.77  The start and end date of the award (formerly known as period can be charged to the award.  Recipient  200.86  The non-Federal entity that receives a Federal award direct from the Federal agency.  Source documentation  200.302(3)  Documentation that provides evidence that expenditures we	riod of
conferences or training projects. This does not include emp of the award recipient.  Period of performance  200.77  The start and end date of the award (formerly known as persupport). Only costs and activities incurred during this time period can be charged to the award.  Recipient  200.86  The non-Federal entity that receives a Federal award direct from the Federal agency.  Source documentation (Financial Management)  Conferences or training projects. This does not include emp of the award recipient.  The start and end date of the award (formerly known as persupport). Only costs and activities incurred during the award.  The non-Federal agency.  Documentation that provides evidence that expenditures we incurred during the approved period of performance.	riod of ly vere
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conferences or training projects. This does not include emp of the award recipient.  Period of performance  200.77  The start and end date of the award (formerly known as persupport). Only costs and activities incurred during this time period can be charged to the award.  Recipient  200.86  The non-Federal entity that receives a Federal award direct from the Federal agency.  Source documentation (Financial Management)  Documentation that provides evidence that expenditures we incurred during the approved period of performance.  Documentation includes receipts, invoices, contracts, as we copies of cancelled checks, transaction reports, bank staten charge/debit card statements, and in-kind contribution reports.	riod of ly vere ell as ments,
conferences or training projects. This does not include emp of the award recipient.  Period of performance  200.77  The start and end date of the award (formerly known as persupport). Only costs and activities incurred during this time period can be charged to the award.  Recipient  200.86  The non-Federal entity that receives a Federal award direct from the Federal agency.  Source documentation (Financial Management)  Documentation that provides evidence that expenditures we incurred during the approved period of performance.  Documentation includes receipts, invoices, contracts, as we copies of cancelled checks, transaction reports, bank staten	vere ell as ments, orts.

		supply for use and disposition purposes, regardless of the length of its useful life.
Third-party in-kind contributions	200.96	means the value of non-cash contributions (i.e., property or services) that—
		(a) Benefit a Federally-assisted project or program; and
		(b) Are contributed by non-Federal <b>third parties</b> (not the award recipient), without charge, to a non-Federal entity under a Federal award.
Unrecovered indirect cost	200.306(c)	The difference between the amount charged to the Federal
		award and the amount which could be charged to the Federal
		award under the non-Federal entity's approved negotiated
		indirect cost rate.

#### 6. Required Registrations (2 CFR 25.200)

Organizations are required to have a unique entity identifier (currently a Dun & Bradstreet number, or DUNS) that reflects the organization's legal name and current, physical address. Organizations must also maintain an active registration—based on the DUNS provided in the application—in the System for Award Management (SAM.gov), from application submission through award closeout. (See the <u>How to Manage Your National Endowment for the Arts Award Handbook (NEA)</u> for more information about registering and renewing in SAM.)

#### 7. Conflicts of Interest (2 CFR 200.112, 200.318) and Criminal Disclosures (200.113)

- 7.1 You must have written conflict of interest policies that ensure that all <u>employees, board members, officers</u> or agents engaged in the selection, award, and administration of grants or contracts, avoid conflicts as described in 2 CFR 200.318.
- 7.2 You are required to disclose to us any actual or potential conflicts, including but not limited to the following:
  - **7.2.a** National Endowment for the Arts Panelist. No panelist can review an application from an organization with which he or she is affiliated. In addition, if a panelist later becomes associated with a project that he or she reviewed, then he or she cannot act as an authorizing official for that project. This prohibition is in effect throughout the entire period of performance.
  - **7.2.b** <u>National Council on the Arts member</u>. Similarly, once an authorizing official for an organization that is an applicant or grantee is nominated to the National Council on the Arts, the authorizing official must recuse him/herself from acting in this capacity for applications and award actions, including payment requests.
- 7.3 You must also notify us of any <u>violations of Federal criminal law</u> involving fraud, bribery, or gratuity violations that potentially affect the Federal award, as noted in 2 CFR 200.113. See 2 CFR 32.3254 for more information.

#### 8. Statutory and National Policy Requirements (2 CFR 200.300)

You are responsible for complying with all requirements of the Federal award, including those based on:

- 8.1 National Endowment for the Arts Enabling Legislation. You are required to execute your project, (e.g., productions, workshops, programs, etc.) in accordance with the NEA's enabling legislation that requires "artistic excellence and artistic merit."
- 8.2 <u>National policy requirements.</u> You are required to adhere to all national policy requirements as outlined in Appendix A, including but not limited to those protecting public welfare, the environment, and prohibiting discrimination.

#### 9. Financial Management (2 CFR 200.302) and Internal Controls

- 9.1 Your financial management systems must meet standards described in sections 200.302(b)(1) through (b)(7), including:
  - **9.1.a** Accurate identification of Federal award data, financial results, and the ability to provide source documentation upon request.
  - **9.1.b** Written procedures for determining the allowability of costs and for managing payments.
- 9.2 You must establish and maintain effective internal controls over your award and provide reasonable assurance that you are managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. See recommended compliance documentation (2 CFR 200.303).

#### 10. General Procurement Standards (2 CFR 200.318-.326)

- 10.1 You must use your own documented procurement standards, which reflect applicable State and local laws and regulations, when procuring personal property and services under a Federal award.
  - 10.1.a You should have written procedures to ensure that contractors or recipients are not debarred or suspended prior to the payment or award of Federal funds (2 CFR 180 Subpart C).
  - **10.1.b** In addition, your procurement contracts must contain provisions as described in <u>Appendix II</u> to Part 200—Contract Provisions for non-Federal Entity Contracts under Federal Awards.
- 10.2 You may be able to take advantage of the flexibilities found by using procedures for micro-purchases (2 CFR 200.320(a)), which have a current threshold of \$3,500<sup>1</sup> or less, and small purchases (2 CFR 200.320(b)), which have a current threshold of \$150,000 or less (Simplified Acquisition Threshold).
- 10.3 We may ask to review your procurement policy, plans, and other documents such as requests for proposals and independent cost estimates (2 CFR 200.324).

<sup>&</sup>lt;sup>1</sup> The micro-purchase base threshold (FAR 2.101) is increased to \$3,500 as of October 2015.

#### 11. Cash Management Standards (2 CFR 200.305)

11.1 You must have written procedures to minimize the time elapsing between the receipt and the disbursement of award funds to avoid having excessive Federal funds on hand. Requests for advance payment are limited to your immediate cash needs and are not to exceed anticipated expenditures for a 30-day period (200.305(b)(1)).

#### 11.2 Payments may be withheld (200.305(6)) if:

- 11.2.a You have failed to comply with the terms and conditions of the award, including any Federal statutes or regulations,
- 11.2.b You are delinquent in a debt to the United States, or,
- **11.2.c** You are withholding payment to contractors to assure satisfactory completion of work on the award.

#### 12. Cost Sharing or Matching Requirements (20 USC 954(e) and 2 CFR 200.306)

12.1 Unless otherwise stated in your grant award document or cooperative agreement, National Endowment for the Arts funds cannot exceed 50 percent of the total cost of the NEA-supported project (i.e., funds must be matched one-to-one, or "dollar for dollar"). This required cost share, or match, refers to the portion of project costs not paid by Federal funds, and may include your own funds, donations, non-Federal grants and other revenue.

Costs supported by both the National Endowment for the Arts funds and matching funds approved in your project budget must conform to all the requirements of the Federal award (2 CFR 200.306(b)).

- 12.2 <u>Use of Third-Party In-kind Contributions (2 CFR 200.306(d-j))</u>. If you include in-kind third-party (i.e., not your own) contributions as part of your cost share or match, they must also be included as direct costs in your project budget so we can determine their allowability, and reflected as such in your accounting records. Volunteer and donated goods and services, property or space must be documented and their fair market value determined per the Uniform Guidance. **Note**: although you may use in-kind contributions to meet the required match, you cannot be reimbursed by the National Endowment for the Arts for goods or services that were provided to you on an in-kind basis.
- 12.3 Use of Unrecovered Indirect Costs for Cost Sharing or Matching (2 CFR 200.306(c)). Unrecovered indirect costs may be included as part of the match for an award if you have a current indirect (or Facilities & Administrative/F&A) cost rate with a Federal agency.

#### 12.4 Use of Program Income (2 CFR 200.307).

12.4.a Income earned during the period of performance that results from activities supported through a National Endowment for the Arts award is considered to be program income. These earnings can include, but are not limited to, income from fees for services, admission fees, or the use or rental of property (space, equipment, etc.)

- 12.4.b Per 2 CFR 200.307(e)(3) and (f), the National Endowment for the Arts allows program income to be used as part of the cost share or match for allowable expenses of the NEA-supported project, or for other eligible projects in the arts conducted by your organization.
- **12.5** <u>Ineligible Matching Resources</u>. These items are *not* eligible to meet your cost share or matching requirement:
  - 12.5.a Other Federal funds, including other National Endowment for the Arts funds (2 CFR 200.306(b)(5)).

    This includes Federal funds that have been subgranted or disbursed to you from your State Arts

    Agency or another organization. You should consult your award notice from your State Arts Agency
    or other organization to determine if any portion of their award to you includes funds from a Federal agency.
  - 12.5.b Resources that have been used to match another National Endowment for the Arts award or other Federal program (2 CFR 200.306(b)(2)).
  - **12.5.c** Contributions or gifts provided to your organization that are restricted and cannot be used to support the project.
  - 12.5.d Gifts (bequeathed or otherwise) which are not available to your organization during the award period of performance.

#### 13. Cost Principles

- 13.1 The allowability of costs for work performed under your National Endowment for the Arts award is determined in accordance with the appropriate NEA guidelines and the <u>Uniform Guidance Subpart E—Cost Principles</u>. All costs included in the approved project budget, whether supported with Federal or matching funds, must be:
  - 13.1.a Necessary and reasonable for the performance of the Federal award.
  - 13.1.b Allocable and in conformance with these cost principles.
  - 13.1.c Consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the non-Federal entity.
  - **13.1.d** Accorded consistent treatment as either a direct or indirect cost.
  - 13.1.e Determined in accordance with generally accepted accounting principles (GAAP).
  - 13.1.f Not included as a cost or used to meet cost sharing or matching requirements of any other Federally-financed program.
  - **13.1.g** Adequately documented.

Where the determination of cost allowability differs, the National Endowment for the Arts guidelines and GTCs (and any Specific Terms & Conditions, as appropriate) take precedence over the Uniform Guidance.

- 13.2 <u>Unallowable costs based on National Endowment for the Arts legislation and policy</u>. The following items of cost are unallowable per the NEA's enabling legislation and/or unallowable as a matter of agency policy, as outlined in NEA guidelines:
  - 13.2.a Awards to individuals or organizations to honor or recognize achievement (P.L. 111–88, October 30, 2009, Sec. 438 (2)). However, fees for artists or arts organizations who provide services or goods to you under the Federal award are allowable.
  - 13.2.b Cash reserves and endowments (NEA guidelines).
  - 13.2.c Construction, purchase, or renovation costs of facilities or land (NEA guidelines). However, costs associated with predevelopment, design fees and community development, as well as preparing exhibit space, setting a piece of public art, etc. may be allowable.
  - 13.2.d Costs to bring a project into compliance with Federal award requirements (NEA guidelines).
  - 13.2.e Compensation to foreign nationals, including traveling to or from foreign countries when those expenditures are not in compliance with regulations issued by the <u>U.S. Treasury Department Office</u> of Foreign Assets Control (OFAC Sanctions/NEA guidelines).
  - **13.2.f** Professional training in degree-granting institutions (NEA guidelines).
  - **13.2.g** Work toward academic degrees and the pursuit of academic careers, except for Art Works-Research grants (NEA guidelines).
  - **13.2.h** Subgranting or regranting (P.L. 111–88, October 30, 2009, Sec. 438 (2)).
  - **13.2.i** Visa costs that are paid to the U.S. Government (P.L. 109-54, Title III General Provisions, Sec. 406); however, the cost of preparing material (legal documentation, etc.) for submission is allowable.
- 13.3 <u>Updates and Clarifications</u>. Selected items of cost under 2 CFR Part 200 that have been clarified or updated include:
  - **13.3.a** <u>Conferences (2 CFR 200.432)</u>. Costs of conferences (including meetings, seminars, workshops or other events whose primary purpose is dissemination of technical information), are still generally allowable, however:
    - i. Conference sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary, and managed in a manner that minimizes costs to the Federal award.
    - ii. Costs associated with activities that generally occur at a closing meal, or a reception at the end of the working day, are unallowable. These activities usually have alcohol associated with them and/or are of a social nature, which is prohibited under Federal awards (see also 13.3.b. Entertainment.)
  - 13.3.b <u>Entertainment (2 CFR 200.438)</u>. Costs of entertainment, including amusement and social activities such as receptions, parties, galas, dinners, etc., and any associated costs including catering, alcoholic beverages, planning, staffing, supplies, etc. are unallowable.

- 13.3.c <u>Fundraising (2 CFR 200.442)</u>. Fundraising costs that were previously unallowable may now be included (for example, a percentage of salaries and fringe benefits for development or fundraising staff or contractors who raise funds to implement the National Endowment for the Arts project during the period of performance is allowable.) However:
  - Salaries or contracts for general fundraising activities or events, including those for donors, or that benefit the organization as a whole, are unallowable.
  - ii. Costs associated with activities such as galas or parties are unallowable (see also 13.3.b Entertainment.)
- 13.3.d <u>Home Office Workspace (2 CFR 200.465(c)(6))</u>. Rental of any property owned by any individuals or entities affiliated with the non-Federal entity for purposes such as the home office workspace is now unallowable.
- 13.3.e <u>Indirect (Facilities & Administration or F&A) Costs (2 CFR 200.414)</u>. Award recipients may claim indirect costs based on:
  - A current and appropriate indirect cost rate negotiated with your Federal Cognizant Agency. (Note that research rates can only be used on National Endowment for the Arts Art Works-Research awards.) Or,
  - ii. A de minimis rate. Starting with FY15 awards, an organization that has never received a Federally-negotiated indirect cost rate agreement may charge a de minimis rate of 10% on modified total direct costs (2 CFR 200.414 (f)). This must be included on your approved project budget.

NOTE: You cannot claim both overhead/administrative costs and use an indirect or di minimis rate.

More information about indirect costs for a National Endowment for the Arts award can be found in the <u>How to Manage Your National Endowment for the Arts Award Handbook (NEA)</u>.

13.3.f Goods for resale. Costs of goods for resale are unallowable. This includes the sale of concessions, promotional merchandise, or items purchased to sell, even if related to your programming. It also includes any associated staffing or facilities costs. Costs of items that are produced as part of the approved project activity (e.g. publishing books or exhibition catalogs or making recordings or films) and that are incurred during the period of performance are allowable.

#### 14. Travel

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by those who are on official business attributable to work under an award and in accordance with your entity's written travel reimbursement policies.

- 14.1 Any airfare charged to the award, whether domestic or foreign, may not exceed the value of the basic least expensive unrestricted accommodations class offered by a commercial carrier (2 CFR 200.474(d)).
- 14.2 Fly America Act (41 CFR 301-10.131 through .143)
  - **14.2.a** You are required to follow the provision of the Fly America Act. The regulations regarding the Fly America Act are available at 41 CFR 301-10.131 through .143. Any air travel paid in whole or in part

with National Endowment for the Arts funds must be on a U.S. flag air carrier or a foreign air carrier under an air transport agreement (code share agreement) with the United States when these services are available.

- 14.2.b For travel under an air transport agreement (code share agreement) the ticket, or documentation for an e-ticket, must identify the U.S. flag carrier's designator code and flight number, e.g. American Airlines (AA) 1606 operated by Air France.
- 14.2.c There are some exceptions to the Fly America Act, see 41 CFR 301-10.135 through 10.138. If you do use a foreign air carrier you must provide us with a certification, including a justification as to why your travel met one of the exceptions. We may request additional information if necessary.

**NOTE:** Lower cost, convenience, or traveler preferences are NOT acceptable reasons for using a foreign air carrier.

14.3 <u>Foreign Travel</u>. Foreign travel is defined as any travel outside Canada, Mexico, the United States, and its territories and possessions. The Grants & Contracts Office must give written approval for all foreign travel not originally approved in your award before travel is undertaken.

**NOTE:** While travel requests to Mexico and Canada that are project related, allocable, and allowable do not require prior written approval from the National Endowment for the Arts before being undertaken, the Fly America Act does apply.

#### 15. Changes in Your Project: Amendments (2 CFR 200.308)

15.1 You are required to carry out a project consistent with the application or proposal approved for funding by the National Endowment for the Arts. Amendment requests are considered on a case-by-case basis, and approval is not guaranteed. Until you receive written approval from the Grants & Contracts Office, you may only incur costs consistent with the terms and conditions of the award in effect at the time of your request.

Detailed information about how to request an amendment can be found in the <u>How to Manage Your National Endowment for the Arts Award Handbook (NEA)</u>

- **15.1.a** We have the right to request additional information, such as an update on specific project activities including a revised budget or an itemized list of actual expenditures, as needed.
- 15.1.b If your organization is undergoing an audit by the National Endowment for the Arts Inspector General's office, amendments of the award(s) in question will not be approved independent of the audit resolution process.
- 15.2 The following types of amendments must be requested in writing:
  - **15.2.a** <u>Period of performance changes</u>. This may include a new start date (no earlier than the earliest allowable start date per the guidelines), as well as an end date extension.
  - **15.2.b** <u>Final report filing extension</u>. This may include the Final Descriptive Report, Federal Financial Report, and/or a required work product.

- 15.2.c <u>Project scope changes</u>. These may include changes to the approved project activities or focus of content, significant changes in targeted participants, and changes in the breadth or impact of projects. These also include:
  - i. Changes in artists or key partners, if they were specifically identified as confirmed in the application.
  - ii. Changes in an activity's location that may impact historic buildings or sites.
  - iii. Changes in the primary partner for Our Town grantees.
  - iv. Changes in the lead researcher for Art Works-Research grantees.

#### 15.2.d Budget Revisions.

- i. Budget changes due to a change in the scope of the National Endowment for the Artssupported project.
- ii. Adding permanent equipment.
- iii. Adding foreign travel.
- iv. Adding indirect/F&A costs allowable under a Federally-negotiated rate.

#### **15.3** The following changes **do not** require written approval from us:

#### 15.3.a Project activities.

- i. Changes in organizational management/project administration (unless specified in your award document).
- ii. Changes in artists, participants, or project partners that were not identified specifically in the approved project. (This is common with festivals.)
- iii. Addition or removal of auxiliary programming as long as it does not impact the overall project scope.
- iv. Changes in project venues or touring locations, as long as all project locations are fully accessible in compliance with Section 504 and the ADA.

#### 15.3.b **Budget revisions**

- v. Transfers among direct cost line items.
- vi. Elimination or addition of an allowable project cost that does not affect the scope of the
- vii. Replacement of in-kind match with cash match or other changes in match sources, as long as they meet all other cost share requirements.
- 15.4 <u>Declining an Award</u>. You may decide to decline the award after it has been made. Please see the <u>How to Manage Your National Endowment for the Arts Award Handbook (NEA)</u> for instructions.

#### 16. Performance and Financial Reporting (2 CFR 200.327-328)

Your grant package includes a blue Reporting Requirements overview document, which outlines the reporting requirements for your award. Cooperative Agreements include reporting requirements and a delivery schedule within the agreement. More information can be found in the <a href="How to Manage Your National Endowment for the Arts Award Handbook (NEA)">How to Manage Your National Endowment for the Arts Award Handbook (NEA)</a>. Report forms and instructions are on our Website.

- 16.1. <u>Progress Report</u> (20 USC 954(j)). A progress report is required once the cumulative amount of National Endowment for the Arts funds requested exceeds two-thirds of the award amount. This report must be approved before we release funds that exceed this amount.
- 16.2 Specific Reporting Requirements (2 CFR 200.207). We may require you to submit certain information before funds can be released (e.g., verification of compliance with NEPA/NHPA requirements, a signed contract, inkind documentation, an itemized list of actual expenditures to date, etc.) or at other times during the project. These Specific Terms will be included in your award package when applicable.
- **16.3** Final Reports (2 CFR 200.343). To close out your award you must submit the following no later than 90 days after the period of performance end date:
  - **16.3.a** A <u>Final Descriptive Report</u> (FDR) that provides us with information on the performance of your award activities and associated data,
  - 16.3.b A Federal Financial Report (FFR), and,
  - **16.3.c** Any <u>required work product(s)</u> as identified in your blue Reporting Requirements overview document and/or your award notice.
- 16.4 Failure to submit the required final reports for any award(s) renders you ineligible to receive funding for five (5) years following the final report due date of the award(s) or until the delinquent final reports are submitted, whichever occurs first. Acceptability of final reports may also affect eligibility for new awards.
- 16.5 In addition, failure to submit required final reports within 210 days after the period of performance end date will result in the withdrawal of any funds remaining on that award and the award will be closed out (see 20 Closeouts, Adjustments, etc.).

#### 17. Property Standards: Use and Disposition

- 17.1 Property may include art work that you have been approved to commission, purchase, or fabricate under the National Endowment for the Arts award. Unless otherwise specified, you will have title to this property, without further obligation to the Federal government, provided that it will be used for similar activities. One example of similar activity is selling the work to another museum or visual art center with the intention that it will be available to the public. It may not be de-accessioned to a private collector where it would no longer be on view to the public.
- 17.2 Equipment (2 CFR 200.313) includes tangible, nonexpendable, personal property having a useful life of more than one (1) year that costs \$5,000 or more per unit that you have been approved to purchase under the National Endowment for the Arts award. Unless otherwise specified, you will have title to equipment commissioned, purchased, or fabricated under the award, without further obligation to the Federal government, provided that it will be used for activities similar to those approved by us. Items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the NEA (2 CFR 313(e)(1)). NOTE: You are encouraged, whenever possible, to purchase American-made equipment in accordance with the "Buy American Act" (41 USC 8301-8305).
- 17.3 Supplies (2 CFR 200.314) include computing devices (2 CFR 200.453). If there is a residual inventory of unused supplies, including computing devices purchased for \$5,000 or less per unit, you may retain them

without further obligation to the Federal government, provided that it will be used for activities similar to those approved by us.

#### 17.4 <u>Intangible Property</u> (2 CFR 200.315).

- 17.4.a You may copyright any material that is subject to copyright and was developed, or for which ownership was acquired, under the National Endowment for the Arts award during the period of performance. For procedural information, contact the U.S. Copyright Office at <a href="https://www.copyright.gov">www.copyright.gov</a>.
- 17.4.b We reserve a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use work, as well as data, produced under a Federal award for Federal government purposes.

  We also have the right to authorize others to do the same (2 CFR 200.315 (d) and (e)).
- 17.4.c Library of Congress Cataloging in Publication Data. We strongly recommend that any publication that results from this award be cataloged by the Cataloging in Publication Program of the Library of Congress before final printing. This method of cataloging enables libraries to acquire and process books quickly. Publishers ineligible for this program may be eligible for the Library's Preassigned Control Number Program. Entering these titles in a national bibliographic database leads to greater dissemination of publications. For procedural information, contact the Library of Congress, <a href="http://www.loc.gov/publish/cip/">http://www.loc.gov/publish/cip/</a>.

#### 18. Record Retention (2 CFR 200.333) and Access

- 18.1 <u>Financial records, supporting documents, statistical records</u>, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final Federal Financial Report (FFR).
  - Exceptions include if litigation, claim, or audit is started before the expiration of the three-year period, or if we notify you in writing to extend the retention period.
- 18.2 <u>Standards for Documentation of Personnel Expenses</u> (2 CFR 200.430(i)(1)). Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. The records must comply with your organization's internal controls and established accounting policies. Records must support these costs for both the Federal funds and cost share or matching requirements. We may require personnel activity reports or equivalent documentation if necessary (2 CFR 200.430(i)(8)).
- 18.3 Records for equipment must be retained for three (3) years after final disposition (2 CFR 200.333(c)).

#### **18.4** Access to Federal award information.

18.4.a During the period of performance and the subsequent retention period, the National Endowment for the Arts Inspector General, the Comptroller General of the United States, or any of our authorized representatives has the right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to your personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but last as long as records are retained (2 CFR 200.336).

18.4.b Federal award-related information should be collected and stored in open and machine-readable formats whenever practicable (2 CFR 200.335). In addition, restrictions on public access are generally limited to protected personally identifiable information (PPII) and other FOIA and applicable exemptions (2 CFR 200.337).

#### 19. Noncompliance

- 19.1 Remedies (2 CFR 200.338). If you fail to comply with Federal statutes, regulations, or the terms and conditions of our award, we may impose additional conditions, as described in 2 CFR 200.207. If we determine that noncompliance cannot be remedied by imposing additional conditions, we may take one or more of the following actions, as appropriate in the circumstances:
  - **19.1.a** Temporarily withhold cash payments pending correction of the deficiency, or more severe enforcement action.
  - 19.1.b Disallow the use of National Endowment for the Arts funds or your cost share/match for the unallowable costs or activities.
  - 19.1.c Wholly or partly suspend or terminate the National Endowment for the Arts award.
  - 19.1.d Initiate suspension or debarment proceedings as authorized under 2 CFR 180 and our regulations at 2 CFR 32.3254.
  - 19.1.e Withhold further National Endowment for the Arts awards.
  - 19.1.f Take other remedies that may be legally available.
- 19.2 <u>Termination (2 CFR 200.339)</u>. There are circumstances under which we may determine that it is in the best interest of the government to terminate an award before its end date. Grants and cooperative agreements may be terminated in whole or in part:
  - 19.2.a By us if you fail to comply with the terms and conditions of a Federal award;
  - 19.2.b By us for cause;
  - 19.2.c By us with your consent, in which case we will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
  - 19.2.d By you upon sending us written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if we determine that the reduced or modified portion of the award will not accomplish the purposes or which it was made, we may terminate the award in its entirety.
- 19.3 We reserve the right to take additional actions such as requiring you to return a portion or all of the award funds, requesting that you remove acknowledgement of National Endowment for the Arts support, recommending government-wide suspension, or taking other legally available remedies. You will be notified of such actions and be given an opportunity to provide information and come into compliance.

19.4 Government-wide suspension and debarment will follow a process in conjunction with our Office of Inspector General (2 CFR 200.341).

#### 20. Closeout, Adjustments, and Continuing Responsibilities (2 CFR 200.343-344)

Upon receipt and approval of all final reports, the agency will close out your award. This includes the deobligation of any unused funds as reported on your Federal Financial Report. Closeout will also occur even if reports aren't received (see 16.4 and 16.5).

- 20.1 If you need to return National Endowment for the Arts funds that you are not using, or you are not going to draw down all of the NEA award funds, follow the instructions in the <a href="How to Manage Your National">How to Manage Your National</a> Endowment for the Arts Award Handbook (NEA).
- **20.2** The closeout of a Federal award does not affect any of the following:
  - **20.2.a** Our right to disallow costs and recover funds on the basis of a later audit or other review within the record retention period.
  - **20.2.b** Your obligation to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
  - 20.2.c Audit requirements if you must have a Single or Program-Specific Audit (see below).
  - 20.2.d Records retention as required in 2 CFR 200.333.

#### 21. Audit Requirements (2 CFR 200.501)

The threshold for requiring a Single Audit or Program-specific audit is \$750,000 in yearly expenditures of Federal funds. This amount is the aggregate of funds from all Federal sources. If your organization meets or exceeds this threshold, a percentage of Single Audits costs may be included in your award budget. Otherwise, audit costs are unallowable.

If you have questions about a Single Audit, contact the Office of Inspector General at (202) 682-5402 or oig@arts.gov.

## Appendix A: National Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

- 1. Nondiscrimination Policies. As a condition of receipt of Federal financial assistance, you acknowledge and agree to execute your project (e.g., productions, workshops, programs, etc.) and require any contractors, successors, transferees, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:
  - 1.a Title VI of the Civil Rights Act of 1964, as amended, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency (42 USC 2000d et seq.)
  - 1.b As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons in conducting your programs and activities. For assistance and information go to www.arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance.
  - 1.c Title IX of the Education Amendments of 1972, as amended, provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance (20 USC 1681 et seq.)
  - 1.d Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (29 USC 794).

Access should be integrated into all facets and activities of an organization, from day to day operations to long range goals and objectives. Access accommodations and services should be given a high priority and funds should be available for these services. All organizations are legally required to provide reasonable and necessary accommodations for staff and visitors with disabilities.

#### Section 504 - Self-Evaluation and Additional Resources

- i. A Section 504 self-evaluation must be on file at your organization. To help your organization evaluate its programs, activities, and facilities to ensure full compliance with Section 504 accessibility requirements, the Civil Rights Office has provided you with a "Section 504 Self Evaluation Workbook." The Workbook is located at <a href="https://www.arts.gov/about/504Workbook.html">www.arts.gov/about/504Workbook.html</a>.
- ii. You should designate a staff member to serve as a 504 coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three (3) years from the date the Federal Financial Report (FFR) is filed, and made available to the public and the National Endowment for the Arts upon request. The NEA may request the 504 Workbook or your compliance documents for various potential scenarios including an Inspector General audit and/or civil rights investigation.

- iii. "Design for Accessibility: A Cultural Administrator's Handbook" provides guidance on making access an integral part of an organization's staffing, mission, budget, and programs. This Handbook and other resources may be downloaded from the National Endowment for the Arts website at <a href="https://www.arts.gov/accessibility/accessibility-resources/publications-checklists">www.arts.gov/accessibility/accessibility-resources/publications-checklists</a>. If you have questions, contact the Office of Accessibility at <a href="mailto:accessibility@arts.gov">accessibility@arts.gov</a>; (202) 682-5532; FAX (202) 682-5715; or TTY (202) 682-5496.
- 1.e The Age Discrimination Act of 1975, as amended, provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (42 USC 6101 et seq.)
- 1.f The Americans with Disabilities Act of 1990 (ADA), as amended, prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III) (42 USC 12101-12213).

#### 2. Environmental and Preservation Policies

- 2.a The National Environmental Policy Act of 1969, as amended, applies to any Federal funds that would support an activity that may have environmental implications. We may ask you to respond to specific questions or provide additional information in accordance with the Act. If there are environmental implications, we will determine whether a categorical exclusion may apply; to undertake an environmental assessment; or to issue a "finding of no significant impact," pursuant to applicable regulations and 42 USC Sec. 4332.
- 2.b The National Historic Preservation Act of 1966, as amended, applies to any Federal funds that would support either the planning or major renovation of any structure eligible for or on the National Register of Historic Places, in accordance with Section 106. This law also applies to project activities, such as new construction, that would affect such properties. We will conduct a review of your project activities, as appropriate, to determine the impact of your plan or renovation on the structure or any affected properties. Any change in your design, renovation, or construction plans must be submitted to us for review and approval prior to undertaking any of the proposed changes. You may be asked to provide additional information on your project to ensure compliance with the Act (16 USC 470).

#### **Other National Policies**

3. Debarment and Suspension. You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR 180, as adopted by the National Endowment for the Arts in 2 CFR 32.3254.

There are circumstances under which we may receive information concerning your fitness to carry out a project and administer Federal funds, such as:

- i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
- ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.

In these circumstances, we may need to act quickly to protect the interest of the government by suspending your funding while we undertake an investigation of the specific facts. We may coordinate our suspension actions with other Federal agencies that have an interest in our findings. A suspension may result in your debarment from receiving Federal funding government-wide for up to three (3) years.

**4.** The Drug Free Workplace Act requires you to publish a statement about your drug-free workplace program. You must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.

You must maintain on file the place(s) where work is being performed under this award (i.e., street address, city, state, and zip code). You must notify the National Endowment for the Arts Grants & Contracts Office of any employee convicted of a violation of a criminal drug statute that occurs in the workplace (41 USC 701 et seq. and 45 CFR 1155).

- **5. Lobbying.** You may not conduct political lobbying, as defined in the statutes and regulations listed below, within your Federally-supported project. In addition, you may not use Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:
  - 5.1 No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities (18 USC 1913).
  - **5.2** Lobbying (2 CFR 200.450) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.
  - 5.3 Certification Regarding Lobbying to Obtain Awards. Section 319 of Public Law 101-121, codified at 31 USC 1352, prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in your project budget, and their use must be disclosed to the awarding Federal agency. Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.
- 6. Davis-Bacon and Related Acts (DBRA), as amended, requires that each contract over \$2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works (these activities include, but are not limited to, painting, decorating, altering, remodeling, installing pieces fabricated off-NEA General Terms & Conditions for Grants and Cooperative Agreements to Organizations

site, and furnishing supplies or equipment for a work-site) must contain a clause setting forth the minimum wages to be paid to laborers and mechanics employed under the contract. Under the provisions of DBRA, contractors or their subcontractors must pay workers who qualify under DBRA no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

Information about the laborers and projects that fall under DBRA can be found in the Department of Labor's Compliance Guide at <a href="www.dol.gov/compliance/guide/dbra.htm">www.dol.gov/compliance/guide/dbra.htm</a>. DBRA wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5, and with DOL's Compliance Guide. The provisions of DBRA apply within the 50 states, territories, protectorates, and Native American nations (if the labor is completed by non-tribal laborers).

- 7. The Native American Graves Protection and Repatriation Act of 1990 applies to any organization that controls or possesses Native American human remains and associated funerary objects and receives Federal funding, even for a purpose unrelated to the Act (25 USC 3001 et seq.).
- 8. U.S. Constitution Education Program. Educational institutions (including but not limited to "local educational agencies" and "institutions of higher education") receiving Federal funds from any agency are required to provide an educational program on the U.S. Constitution on September 17 (P.L. 108-447, Division J, Sec. 111(b)). For more information on how to implement this requirement and suggested resources, see <a href="https://www2.ed.gov/policy/fund/guid/constitutionday">www2.ed.gov/policy/fund/guid/constitutionday</a> and <a href="https://thomas.loc.gov/teachers/constitution.html">https://thomas.loc.gov/teachers/constitution.html</a>.
- 9. Prohibition on use of funds to ACORN or its subsidiaries. None of the Federal or matching funds expended for your awarded project may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries (P.L. 111-88 Sec. 427).

#### **Carolyn Sheldon**

From: Grants < grants@arts.gov> Sent: Friday, February 10, 2017 1:17 PM To: Carolyn Sheldon; Our Town Subject: Amendment: NEA grant #15-4292-7098 - City of Key West, Florida

#### Amendment #1

Dear Grantee:

An amendment request for the above-referenced grant has been reviewed by National Endowment for the Arts staff. The following changes to the grant are approved:

- Scope: Design of the Admirals Cut Bridge is removed from the project, as described in your request.
- Time: The period of performance is extended to March 31, 2019.
- Budget: The project budget is revised as requested.

All other provisions of the grant remain in effect.

To obtain online information about any of your grants, please go to www.arts.gov/mygrant.

Sincerely, **Brenna Berger Grants Management Specialist** 

**Grants & Contracts Office National Endowment for the Arts** 400 7th Street SW | Washington DC 20506 grants@arts.gov | 202-682-5403 (p) | 202-682-5610 (fax)

Ref: 2/1/17 Correspondence, C. Sheldon to NEA Grants Office, and Revised Project Budget dated 1/30/17.

## **Project Budget Form**

Rev. 5/31/16

This form can be used to submit your initial application budget and any subsequent budget revisions.

Detailed instructions for this form are available on our website at <a href="https://www.arts.gov/manageaward">www.arts.gov/manageaward</a>. Unless you are informed otherwise, you must match the NEA funds dollar for dollar.

- All costs included in this budget, whether paid for with NEA funds or your cost share, must be directly allocable to the project activity, allowable, and adequately documented per the <u>General Terms & Conditions for NEA Awards.</u> Actual, allowable expenditures must be reported on all payment requests and financial reports.
- ✓ Only include costs expected to be incurred within the period of performance, which can begin no earlier than the earliest allowable start date noted in the guidelines for this NEA funding opportunity. Costs such as salaries, wages, fringe benefits, and administrative overhead may need to be pro-rated to reflect this period.
- ✓ Provide a detailed breakdown of any large line items.
- ✓ For equipment, clearly note items to be rented or leased versus those to be purchased. For purchases, you must provide specific written justification for items with a unit value of \$5,000 or more, and a useful life of more than one year.
- Do not include unallowable costs such as receptions/parties, alcoholic beverages, cash prizes, construction, visa fees paid to the U.S. Government, unspecified foreign travel, or miscellaneous. Unallowable costs cannot be supported with NEA funds OR with matching funds. Learn more about unallowable costs in the <u>How to Manage Your NEA Award Handbook.</u>
- ✓ This budget cannot include overlapping project costs with any other Federal award, or include matching funds originating from a Federal source.

If you are revising your initial application, consider streamlining your project budget to help ease your administrative burden associated with managing a Federal award. See Project Description block below for more information.

IMPORTANT: All changes are subject to NEA approval.

Applicants and Recommended Applicants: Return this form and additional pages (if necessary) as directed.	Current Award Recipients: Submit this form to the Grants & Contracts Office at grants@arts.gov
Organization. Provide your legal name and mailing address.	Application/Award # 15-4292-7098
Legal Name: City of Key West	Project Budget Submission Date 01/30/2017
Address: P.O. Box 1409 Key West, FL 33041-1409 Is This a New Address? ☑ Yes.	Period of Performance Requested (MM/DD/YYYY)  From To  10 / 1 / 2015 3 / 31 / 2019

Project Description. Applicants: if this is your initial application budget provide a brief summary of your project. If you have provided narrative information in another format, you may attach that. If you are responding to a notification of recommended funding then describe any change(s) from your application, including changes in project activity. If there are no changes to the project scope, state that here:

<u>Current recipients requesting an amendment</u>: review How To Manage Your NEA Award Handbook for more information. Attach additional pages as needed.

The City of Key West is respectfully requesting an amendment to add an additional 18 months to the current period of performance end date of 9/30/2017, remove an item from the project scope, and to revise the budget to reflect the change in project scope.

An additional 18 months is being requested to complete the project due to delays in hiring the City's Art in Public Places (AIPP) staff member. This position was filled November 2016 with the responsibility of administering the AIPP Program and overseeing the deliverables of the NEA Our Town grant award.

We are also requesting to remove all references to the Admirals Cut Bridge in the scope and the line item in our current budget titled "Design Professional Fee - Admirals Cut Pedestrian Bridge" in the amount of \$20,000 and reallocating those funds to other existing line items as proposed in the project budget below. The City has not obtained an agreement with private owners regarding the Admirals Cut Bridge to move forward on design. We have split a previous single in-kind line item into two line items at the current budgeted amount of \$8,000: "TWAB Board & Volunteers" was added below the "AIPP Board & Volunteers" line item at \$4,000 each. TWAB is the Truman Waterfront Advisory Board.

National Endowment for the Arts

# **Project Budget Form**

Dov	5/31/16

Authorizing Official. Identify the person who has the legal authority to approve this budget on behalf of your organization.				
Name (Last, First) Scholl, James			☑ Mr. 🗆 M	s.   Other
Title City Manager				
E-mail jscholl@cityofkeywest-fl.gov		Telepho	ne (305)809-3	8885
Project Director. Identify the person who can answer specific questions about this project.				
Name (Last, First) Boguszewski, Vicki			☐ Mr. 🛛 M	ls.
Title Art in Public Places Adminis	trator			
E-mail vboguszewski@cityofkeywe	st-fl.gov	Telepho	ne (305)809-3	3779
Primary Contact. Identify the person who can answer specific questions about this budget. If the same as either above, leave blank.				
Name (Last, First)			☐ Mr. ☐ M	s. 🗌 Other
Title				,
E-mail		Telepho	ne ( ) -	
PROJECT COSTS			· · · · · · · · · · · · · · · · · · ·	
A. DIRECT COSTS				
Salaries and Wages. Include salaried employees. Pro contractors under Other Costs.)	-rate salaries to reflect onl	y those incurred within the pe	riod of performance. (Lis	t artists, consultants, and
Title/Type of personnel	# of personnel		of time allocated	Amount
Grants Administrator	<b></b>	\$45,000/year	2%	\$ 900
Project Directors	2	\$40-45K/year	5-30%	\$ 12,500
Support Staff	3	\$33-67K/year	1-5%	\$ 3,600
				Ф.47.000
Fringe Benefits (%)	Total Salaries and Wages \$ Benefits (%) Total Fringe Benefits \$			\$ 17,000
(//	Total Salaries, Wages, and Fringe Benefits \$			\$ 17,000
<b>Travel.</b> Include transportation, lodging, and required subsistence during travel. Airfare charged to the award may not exceed the value of the least expensive class (e.g. coach) available. All foreign travel must be identified by country of origin/destination.				
Travelers (name, role, or number of people)	Origin	Destina	ation	Amount
2-4 trips	South Florida	Key Wes	t	\$ 500
2-4 trips	Key West	South Flo	orida	\$ 500
			• • • •	
			Total Travel \$	\$ 1,000
Other COSTS. Include all other direct project costs here and continuing on the next page, such as artist or consultant fees, marketing/promotion, supplies and materials, publications, distribution, access accommodations such as sign language interpretation or braille (no construction/renovation costs), shipping/cartage, rental of venues or equipment etc. If you are not claiming Indirect Costs below, you may also include a pro-rated portion of administrative overhead.				
Item				Amount
Artist Stipends - Truman Park Master Pl	an Vision Team (1	0x\$1400)		\$ 14,000
Public Art Installations @ Truman Water	front Park			\$ 50,000

## **Project Budget Form**

. Rev. 5/31/10

\$ 150,000

costs (continued) sultant (Mary Jo Aagerstoun) - EcoArt Workshop & Designer Liaison ser Consultant Fee (Florida Keys Council of the Arts) lanning Consultant Fee - Truman Waterfront Art Master Plan Fees - Demonstration even for grand opening		
ner Consultant Fee (Florida Keys Council of the Arts) lanning Consultant Fee - Truman Waterfront Art Master Plan		\$ 10,000
lanning Consultant Fee - Truman Waterfront Art Master Plan		\$ 1,000
		\$ 44,500
		\$ 2,500
ner Consultant Fee - The Studios Key West		\$ 2,000
of Key West AIPP Board Guidance (in kind volunteers)		\$ 4,000
of Key West TWAB Board Guidance (in kind volunteers)		\$ 4,000
		Ψ 1,000
Total O	ther COSTS \$	\$ 132,000
DIRECT COSTS (Total Salaries, Wages, and Fringe Benefits + Total Travel + Total Other COSTS)	\$ - <u></u>	\$ 150,000
IRECT COSTS. If applicable, include indirect costs as		
A de minimis rate, not to exceed 10% of modified total direct costs. See 2 CFR 200.414 (f) for eligibility.	ent)	
Approved as part of a current Federally-negotiated Indirect Cost Rate Agreement (provide copy of agreement Agency Type [select] Rate (%) Effective Period (From/To)	nent). Base \$	
NDIRECT COSTS	<b>€</b> .	
NDIRECT COSTS	3	
AL PROJECT COSTS (Total DIRECT COSTS + Total INDIRECT COSTS)	<b>\$</b>	\$ 150,000
		as ticket income or tuit
deral funds subgranted from a state arts agency, regional arts organization, or local arts agency cannot be us		Amount
deral funds subgranted from a state arts agency, regional arts organization, or local arts agency cannot be us ork for Truman Waterfront from Key West AIPP*		Amount \$ 50,000
deral funds subgranted from a state arts agency, regional arts organization, or local arts agency cannot be us		Amount
deral funds subgranted from a state arts agency, regional arts organization, or local arts agency cannot be us ork for Truman Waterfront from Key West AIPP*		Amount \$ 50,000
deral funds subgranted from a state arts agency, regional arts organization, or local arts agency cannot be us ork for Truman Waterfront from Key West AIPP*		Amount \$ 50,000
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TOTAL PROJECT INCOME (RECIPIENT SHARE + NEA AMOUNT)

OTFY1500250

## **View Application Data**

The data below is from the application you submitted through Grants.gov. It is for review only; this information cannot be edited here. If changes are needed, contact the NEA.

1. Application #	15-960594				
2. Applicant	GRANT11803833				
Username					
6. Applicant	City of Key West				
Organization Name					
7. Is Organization?	YES				
8. FEIN	596000346				
9. Organization Address	3140 Flagler Avenue				
10. Organization Address 2 :					
11. Applicant Organization City	Key West				
12. Applicant Organization State	. <b>FL</b>				
13. Organization Zipcode	33040-4602				
14. Organization Telephone :	305-809-3741				
15. Organization Fax:					
16. Organization Website :					
20. Project Start Date :	10/01/2015				بر خب ب
21. Project End Date	09/30/2017				
25. Contact Person Prefix Name :					
26. Applicant First Name :	Carolyn				
27. Contact Person					

28. Applicant Last

Sheldon

1/15/2015

29. Contact Person

Senior Grants Administrator

Title

Name

30. Applicant Email

csheldon@keywestcity.com

31. Applicant

3140 Flagler Avenue

Address

32. Applicant Address 2 :

33. Applicant City

**Key West** 

34. Applicant State FL

35. Applicant

33040-4602

Zipcode :

36. Applicant

305-809-3741

Phone

37. Project Director

Prefix Name

38. Project Director Alison

First Name

39. Project Director

Middle Name :

40. Project Director Higgins Last Name :

41. Project Director Sustainability Coordinator, LEED AP

Title:

## **Part 1: Organizational Information**

Please refer to the NEA's website for instructions on how to fill out the Grant Application Form, as well as what items to upload, in "Step 2: Submit Materials to NEA-GO". See here for more information: arts.gov/grants-organizations/our-town/step-2-submit-through-nea-go

OMB Number: 3135-0112 Expiration Date: 11/30/2016

NOTE: All red asterisked (\*) items on this form are required and must be completed before you will be able

to submit the form.

Applicant Legal

Name (per your IRS Determination Letter): \*

City of Key West

**Applicant Popular** Name (if different):

Date organization

11-08-1828

was incorporated (if applicable):

**Applicant** 

**Municipal Government** 

**Organization Status:** Select the one item that best describes the legal status of the

organization \* :

Mission/purpose of your organization: Briefly summarize the mission and purpose of your organization. For non-arts organizations (e.g., universities, human service agencies), summarize your mission as it pertains to your creative placemaking activities. \* ::

Key West is the largest city in the Florida Keys. A small island equidistant from Miami and Havana, it has multi-cultural roots: first inhabited by the Calusa, it was claimed by the Spanish and then the English. By the 1,800s, it was the region's wealthiest city, built on shipwreck entrepreneurship. Our economy has experienced booms and busts, relying on fishing, the cigar industry, the railroad and an enduring military presence. Good times were punctuated by humicanes and the Depression, when the City went bankrupt. Our tourist economy expanded in 1938 with the Overseas Highway and now, 2.7 million visitors and 25,550 residents embrace Key West for its unsurpassed natural and cultural environment.

City Mission: "To protect our natural and built environment and honor our heritage and cultural identity with citizens actively engaged in the life of our neighborhoods and community. Together we shall promote ongoing redevelopment of a sustainable economy, quality of life, and city infrastructure. Our government shall act on behalf of the long-term, generational interests of residents and visitors of Key West."

The building blocks of our "place-based" economy are the natural environment, a vibrant arts scene, historical architecture, and an engaged community. The City provides logistical support to cultural events and organizations. It will build an amphitheater and Afro-Caribbean Folk Art Community Garden and Market at the new Truman Waterfront Park.

Organization Budget: Complete this section using figures from completed fiscal years. In the case of a local government, limit this information to the department or office that will oversee the proposed project.

Please see the instructions for filling out the Organization Budget in "Step 2: Submit Materials to NEA-GO". See here for more

information: arts.gov/grants-organizations/our-town/step-2-submit-through-nea-go:

	Most Recently Completed FY	Previous FY	Two Years Prior
FY End Date (MM/DD/YYYY)	09/30/2014	09/30/2013	09/30/2012
Income			
Earned	\$ 52,285,480	\$ 50,865,346	\$ 40,697,956
Contributed	\$ 0	\$ 0	\$ 0
TOTAL INCOME	\$ 52,285,480	\$ 50,865,346	\$ 40,697,956
Expenses			
Artistic Salaries	\$ 1,432,133	\$ 1,368,010	\$ 1,430,350
Production / Exhibition / Service Expenses	\$ 574,660	\$ 556,424	\$ 579,400
Administrative Expenses	\$ 50,278,687	\$ 48,940,912	\$ 38,688,206
TOTAL EXPENSES	\$ 52,285,480	\$ 50,865,346	\$ 40,697,956
Operating Surplus / Deficit	0	0	0

In the space below, discuss the fiscal health of your organization. In addition, you must explain: 1) any changes of 15% or more in either your income or expenses from one year to the next, and 2) plans for reducing any deficit (include the factors that contributed to the deficit and its amount). \*

With a tourism-based economy, the City — like many Florida municipalities — experienced cutbacks during the recent recession. It is on firm footing as the U.S. economy rebounds.

Notes:

Total Income consists of Total Revenues for the City of Key West General Fund.

Total Expenses consists of:

Artistic salaries & fees = Parks & Recreation Department salaries (the department that supports arts events in the City).

Production/exhibition expenses = Parks & Recreation Department Operating Expenditures

Administrative Expenses = All other City Division's Personnel & Operating Expenses

**Applicant Organization Description:** Select the primary description that is most relevant to your organization and, optionally, up to two additional descriptions.

If you are government, select "None of the above" \*
Government

Applicant Organization Description: Optionally, choose up to two additional descriptions. (To select more than one option on Windows, hold down the CTRL key and select multiple options. To select more than one option on Mac, hold down the Command key and select multiple options.) : Government

**Applicant Organization Discipline:** Select the primary discipline that is most relevant to your organization and, optionally, up to two additional disciplines. This refers to the primary artistic emphasis of your organization. This selection will not be used in the review of your application. \*:

Presenting & Multidisciplinary Works Organization

Applicant Organization Discipline: Optionally, choose up to two additional disciplines. (To select more than one option on Windows, hold down the CTRL key and select multiple options. To select more than one option on Mac, hold down the Command key and select multiple options.), Visual Arts

Primary Partner Legal Name (per your IRS Determination Letter) \* :

The Studios of Key West Inc.

Primary Partner Popular Name (if different):

Primary Partner's Taxpaver ID Number

205116495

Taxpayer ID Number (9-digit number) \* :

06-26-2006

Date organization was incorporated (if applicable)

Nonprofit Organization

Primary Partner
Organization Status:
Select the one item

that best describes the legal status of the organization \* :

Mission/purpose of partner organization: Briefly summarize the mission and purpose of your organization. For non-arts organizations (e.g., universities, human service agencies), summarize your mission as it pertains to creative placemaking activities. TSKW is a non-profit multidisciplinary presenter and arts center. Its cultural and educational mission is to support creative community development, nurture artists and the artistic process, while forging collaborations that celebrate and advance Key West's unique sense of place.

TSKW was founded with the vision of bringing world class artists to the island, connecting them with local audiences and artists, and offering space for both to explore their creativity. We've hosted Pulitzer prize winners, world renowned artists and musicians, and introduced thousands of students to different ways of

We offer:

Workshops for over 1,000 people with more than 50 distinct classes.

Exhibitions featuring established and emerging artists, local and from out of town.

**Studios.** The Artist In Residence program draws 36 artists annually from across the country and overseas. Local artists rent work space year-round.

**Performance.** Our rollicking concert series features roots-music from folk and blues to world and jazz. Cutting edge performances include dance, performance art, theatrical productions and burlesque and circus arts.

**Community Engagement.** Breaks down barriers to art and integrates art into Key West life. We offer youth education programs in out-of-school settings, presented in collaboration with other institutional partners. We've recently added art camps in Bahama Village and in collaboration with the Key West Art & Historical Society.

#### Primary Partner Proposed Role:

Briefly describe your organization's involvement in planning and executing the project including programming, management, finances, and any responsibilities for matching the Arts Endowment's grant. Be specific; do not provide a general statement of support for the project.

As the lead nonprofit arts partner, The Studios of Key West will, beginning in October of 2015:

- Work with City staff and project partners to move this Creative Placemaking project forward;
- Publicize and participate in workshops and charrettes;
- Assist with recruitment of Truman Waterfront Cultural Master Plan Vision Team of 11 artists
  representing: Dance, Music, Theatre, Spoken Word, Afro-Caribbean/Cuban Folk Art, Bahama
  Village Neighborhood, Graphic Design, Historian, Visual Arts, Eco-Art and Arts Education. Project
  Partners Florida Keys Council of the Arts and the Art In Public Places board will also assist;
- Conceptualize 6 Multi-disciplinary Arts Demonstration Projects to be presented during Truman Waterfront Park's first year of operations; a fee for TSKW's work and commissions to participating artists are included in the project budget.

**Primary Partner Organization Description:** Select the primary description that is most relevant to your organization and, optionally, up to three additional descriptions. If you are government, choose "None of the above" \*:

Arts Center

Primary Partner Organization Description: Optionally, choose up to two additional descriptions. (To select more than one option on Windows, hold down the CTRL key and select multiple options. To select more than one option on Mac, hold down the Command key and select multiple options.)

Artists Community, Arts Institute, or Camp, Presenter / Cultural Series Organization

**Primary Partner Organization Discipline:** Select the primary discipline that is most relevant to your organization and, optionally, up to three additional disciplines. This refers to the primary artistic emphasis of your organization. This selection will not be used in the review of your application.

If you are government, choose "None of the above" \*
Presenting & Multidisciplinary Works Organization

Primary Partner Organization Discipline: Optionally, choose up to three additional disciplines. (To select more than one option on Windows, hold down the CTRL key and select multiple options.) To select more than one option on Mac, hold down the Command key and select multiple options.)

, Music, Theater & Musical Theater, Visual Arts

## **Part 2a: Project Information**

#### **Project Activities**

#### **Project Title**

Please provide any updates to the information you submitted through Grants.gov. The text field below is in plain text and cannot be formatted (e.g., bold, italics).

200 character limit

Truman Waterfront: Strengthening Community through Creative Placemaking on Retired Navy Lands

#### **Project Description**

Please provide any updates to the information you submitted through Grants.gov. The text field below is in plain text and cannot be formatted (e.g., bold, italics).

Since the December SF424 submission, our lead arts nonprofit organization has changed from Art In Public Places to The Studios of Key West. We learned in January that AIPP is not a distinct 501(c)(3) organization.

#### Background

Formerly a U.S. Navy base, the largely vacant Truman Waterfront site has 2,300 feet of waterfront bulkhead overlooking a 46-acre marine basin. It connects Key West's downtown to the 87-acre Fort Zachary Taylor Historic State Park. Designated a National Historic Landmark, the state park is home to Fort Taylor, completed in 1866. The park also has a beautiful beach and nature trail.

#### **NEA Project Activity Category**

Our Town Project

Arts Engagement, Cultural Planning, or Design Project

Area: \* :

Our Town Project

Cultural district planning

Type: \* :

#### **Project Activity Type: \***

Artwork Creation - Includes media arts, design projects, and commissions

Additional Project Activity Type Optionally, choose up to two additional activity types.

(To select more than one option on Windows, hold down the CTRL key and select multiple options.)

To select more than one option on Mac, hold down the Command key and select multiple options.)

Artwork Creation - Includes media arts, design projects, and commissions, Exhibition - Includes visual arts, media arts, design, and exhibition development

Major Project Activities: Be as specific as possible about the activities that will take place during the allowable project period. Where relevant, include information on any educational component or outreach activities of the project. Do not describe organizational programming unrelated to the proposed project.

Please see the instructions for filling out the Major Project Activities in "Step 2: Submit Materials to NEA-GO". See here for more information: <a href="mailto:arts.gov/grants-organizations/our-town/step-2-submit-through-nea-go">arts.gov/grants-organizations/our-town/step-2-submit-through-nea-go</a>

The development of the 28,2-acre Truman Waterfront parcel into a world-class urban park offers residents and visitors breathtaking views of the Gulf of Mexico as they enjoy cultural activities. It provides pedestrian connectivity, opening a waterfront boardwalk to connect downtown to the new park and the contiguous State Park. The new \$31 million Truman Waterfront Park, which will break ground in September of 2015, will incorporate an outdoor Amphitheater, an Afro-Caribbean Folk Art Community Garden and Market, and public art installations.

The City of Key West seeks NEA funding for:

- Eco-Art Workshop orienting residents, officials, design professionals to a design approach addressing environmental challenges.
- 2. Design-Admiral's Cut Pedestrian Bridge & Signage. The planned pedestrian bridge will span the Admiral's Cut inlet (park's northeast end), connecting Mallory Square and downtown to the new park. This new connection will finally create access for people to walk/bike to Truman Waterfront Park, reducing vehicle traffic. The City has budgeted \$20,000 for an

- nea.cloud.culturegrants.org/activeprograms/allprintapplication/cycle\_id/3356/formset\_id/1855/user\_id/459528/auid/459528/cycle\_attempt/1 excellent, environmentally-sensitive bridge design with a landscape buffer shielding adjacent residences.
- 3. Truman Waterfront Arts Master Plan. Stakeholders and South Florida's regional arts and design community will participate in charrettes to inform the park's Arts Master Plan, including the new Amphitheater. The project budgets \$40,000 for this component. The City and its partners will recruit a committee of 11 regional and nationally known artists from myriad disciplines dance, theater, music, visual arts, written/spoken word, arts education, public art, architecture to guide the development of the plan, which will include recommendations for activating the amphitheater and Folk Art Garden, education programming, funding, and procedures to ensure that commissioned works demonstrate artistic excellence.
- 4. Public Art and Performance Demonstration Projects. The project will commission six arts performances at \$10,000 each (conceptualized by Project Partner The Studios) in multiple disciplines to be presented in the new park's first year from October 2016-September 2017. The project also budgets \$150,000 to commission public art pieces for installation at the park.

Goal: By placing Design Professionals and Artists at the center of the design and planning activities of this project, we will create an inclusive, accessible and dynamic urban waterfront public space where residents and visitors gather for innovative, interactive arts experiences, resulting in excellent, collaborative and memorable art that will inspire people to return again and again. This project will not only impact the surrounding Bahama Village and downtown neighborhoods by integrating arts programming into their daily lives, but the Truman Waterfront Park Demonstration Projects will establish a new, innovative arts programming model for our City.

Schedule of key project dates: Costs incurred prior to the earliest allowable start date (October 1, 2015) cannot be included in the project budget. If you include activities that occur before the earliest allowable start date, make sure you note that those activities and costs are not included on the Project Budget form. \*

Oct-Dec 2015

Partners recruit Park Arts Master Plan Vision Team (11 members-multi-arts disciplines)

Vision Team meets

EcoArt Workshop

Vision Team and Partners draft RFP criteria for Park Arts Master Plan and Pedestrian Bridge Design

RFPs bid

Park Construction Begins: Roads, Promenade

The Studios begin to plan Arts Demonstration Performances

Jan-March 2016

Bridge Design Team selected

Park Arts Master Plan Consultant selected

Community Workshops/Charrettes

April-June

Draft Master Plan reviewed

Final Master Plan accepted

Selection & Installation of Public Art (AIPP match dollars)

Arts Demonstration Events Developed

#### July-Sept

Engagement for Stage 2 Public Art

Arts Demonstration Performance #1 presented

#### Oct-Dec

Performance #2

Construction: Garden Playground, Water Feature

Selection/Installation-Stage 2 Public Art (AIPP match dollars)

#### Jan-March 2017

Performance #3 & 4

RFP-Amphitheater Programming

Amphitheatre Programming consultant chosen

#### April-June

Performances #5

#### July-Sept

Performance #6

Post-grant: Reporting; amphitheater construction complete

Accessibility: Explain how you will make your project accessible to individuals with disabilities in compliance with federal law and regulations through access accommodations for both facilities and programs, such as audio description, sign-language interpretation, closed or open captioning, large-print brochures/labeling, etc. See the Nondiscrimination Statutes in "Assurance of Compliance" for more information <a href="http://arts.gov/grants-organizations/our-town/award-administration">http://arts.gov/grants-organizations/our-town/award-administration</a>. (For technical assistance on how to make your project fully accessible, contact the Arts Endowment's Accessibility Office at <a href="accessibility@arts.gov">accessibility@arts.gov</a>, 202/682-5532, or 202/682 5496 Voice/T.T.Y.) \* :

City staff will ensure the accessibility of all planning activities, workshops and demonstration projects of the Truman Waterfront Placemaking Project. Park facilities — including the pedestrian bridge design that is a component of this project — will fully comply with technical requirements for accessibility under the Americans with Disabilities Act.

The City will also offer inclusive, accessible and affordable opportunities for arts engagement and interaction for participants of all ages, abilities and income levels.

When the amphitheater performance facility's construction is complete (after the end of the project period), the City will ensure that assistive listening devices, large-print brochures and other accessibility support for those with disabilities will be publicized and available.

## **Part 2b: Project Outcomes**

Outcome Narrative: Briefly discuss how your project directly addresses the NEA outcome of Livability: Strengthening communities through the arts.

This includes the potential to:

- Catalyze a persuasive vision for enhancing the livability of the community.
- Incorporate the arts into a systemic approach to equitable civic development.
- Support artists, design professionals, and arts organizations by integrating the arts and design into the fabric of civic life.

Reflect or strengthen a unique community identity and sense of place, and capitalize on existing local assets.

The project catalyzes in Key West:

- -Increased Livability & Community Engagement. It will foster connection among artists, design professionals and community members through collaborative, meaningful, and memorable workshops on integrating sustainable design. It will foster connection through the Truman Waterfront Cultural Master Planning process and the multi-disciplinary Demonstration Projects and Performances.
- -Economic Benefits through Arts Integration in Underserved Neighborhood. By leveraging its distinctive Afro-Caribbean roots, Bahama Village will diversify and strengthen its economy by attracting cruise ship and cultural tourists. The Community Garden will offer a regular performance and market schedule.
- -Physical Connectivity from Downtown to Arts & Cultural Venues and Waterfront/Beaches. The pedestrian bridge enables people to walk from downtown along the water to the amphitheater, Community Garden, Fort Zachary Taylor and the state park's beaches.

Performance Measurement: Briefly describe the performance measurements you will use to provide evidence that the Livability outcome was achieved, including plans for documenting and disseminating the project results, as appropriate. If applicable, include the metrics or indicators that you will use to identify and evaluate the project's short-term and long-term impact on your community's livability.

Please see "Program Evaluation Resources" (<a href="http://arts.gov/exploring-our-town/project-process/measuring-project-results">http://arts.gov/exploring-our-town/project-process/measuring-project-results</a>) for additional information. \*

The following outcomes will measure project success:

- Increased community understanding of Ecologically-Sustainable Design. Measures include: Number of community members, artist-team members and design professionals participating in workshop and charrettes.
- -Bridge Design that Incorporates and Celebrates Unique Natural Environment. Measures include: Bridge design.
- -Public Art Pieces Installed. Measures include: Process to ensure artistic excellence. Photographs of pieces selected for installation.
- -New Capacity to Present Excellent Arts Programs and Serve New Audiences. Measures include: a) number of artists, organizations presenting their work in 6 arts demonstration projects; b) number of special needs and/or diverse individuals/groups who partner; c) number of arts performances and events produced; d) audience demographics of Demonstration Project attendees.
- -Dissemination of results at Sustainability & Parks/Recreation conferences.

Intended Beneficiaries (Audience/Participants/Community)

Briefly describe the target community to whom the project is directed. In your response, address the expected benefit. \*
The project serves 25,550 Key West residents who are 66% White, 21% Hispanic, 10% Black, 17% foreign born. 12% live below poverty level; 15% are under 18, 13% are over 65.

Immediately adjacent is Bahama Village, an underserved neighborhood with Bahamian roots. Needs include jobs, recreation, educational opportunities. Residents prioritized the installation of an Afro-Caribbean Folk Art Community Garden/Market with regular Afro-Caribbean arts programming to attract cruise ship visitors and cultural tourists.

Key West welcomes 2.7 million visitors. Most plan their stays 3-6 months prior, often in conjunction with cultural festivals. Participation in cultural activities has doubled since 2010, indicating strong interest in arts-based tourism. The average age is 45. Surveys show an increase in LGBT visitors. Most visitors come from Florida, the Northeast and Midwest. International visitors come from Canada (9%), Europe and Brazil.

Have the intended beneficiaries been consulted in the development of this project?  $\ast$ : Yes

Community Engagement: Briefly describe substantive and meaningful engagement with the target community (e.g., residents and other stakeholders) in the development of the shared vision for your project and its implementation. Discuss the process used to engage the target community. For example, describe what community leaders you will work with, community meeting formats, and outreach techniques (digital and in person, translation), etc. Be sure to address, if appropriate, how you will engage communities traditionally marginalized from such processes, while accommodating limited English speakers, persons with disabilities, and the elderly.

To shape the Park's design and amenities, planners met with residents and businesses.

To conduct Our Town Placemaking Activities, we will meet folks on their turf. Residents will creatively define how they will interact with their Park. We will be inclusive, building on the unique heritage and experiences of a diverse populace.

Besides public meetings, we will ask groups to co-lead intimate sessions — Frederick Douglas Memorial Project, Bahama Village Music Program, BV Redevelopment Advisory Council, BV Housing Authority/Senior Center, Keys Disabilities Council, Tourist Development Council, youth/art/history associations and large festival hosts.

Updates will post in social media, emails and newsletters, and on bulletin boards at gathering areas. Czech/Haitian Creole/Spanish translation, food and child care will be available.

As implementation begins, milestone celebration events will bring to life the visions that residents set in motion.

Has your organization worked with these beneficiaries in the past? Yes

Briefly describe your previous work with these beneficiaries or relevant work your organization has done that will help you reach these beneficiaries.

Aside from recent Truman Waterfront Park focus groups described above, collaborations with the community are strong among all project partners. The Studios of Key West runs a Spring Break ArtCamp in Bahama Village and a summer ArtCamp with the Art & Historical Society. The Art In Public Places Board hosts an annual ChalkFest adjacent to Bahama Village and recently introduced a sidewalk poetry contest/installation, specifically involving the Housing Authority and Senior Center. The City of Key West also has a strong Community Redevelopment Area in Bahama Village, and the Sustainability Coordinator has collaborated on a Learning Garden with the Frederick Douglas Black Educators Memorial Project, and the "Green Jobs & Futures" vocational program with Habitat for Humanity.

Project partners have also collaborated with Chambers of Commerce and Monroe County Tourist Development Council on progressive projects enhancing livability, business viability and the tourist experience.

Is this project intended to reach a population historically underserved by arts programming and/or does the project target a specific audience based on characteristics such as race, ethnicity, or age? \*:
Yes

From the options below, select all descriptors that best describe the intended audience and/or other beneficiaries to whom the project is directed.

Race/Ethnicity (choose all that apply):

(To select more than one option on Windows, hold down the CTRL key and select multiple options,

To select more than one option on Mac, hold down the Command key and select multiple options.)

- Race/Ethnicity U.S. federal government agencies must adhere to standards issued by the Office of Management and
  Budget (OMB) in October 1997, which specify that race and Hispanic origin (also known as ethnicity) are two separate
  and distinct concepts. These standards generally reflect a social definition of race and ethnicity recognized in this
  country, and they do not conform to any biological, anthropological, or genetic criteria. Origin can be viewed as the
  heritage, nationality group, lineage, or country of birth of the person or the person's ancestors before their arrival in the
  United States.
  - American Indian or Alaskan Native A person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.
  - Asian A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
  - Black or African American A person having origins in any of the Black racial groups of Africa.
  - Hispanic or Latino People who identify their origin as Hispanic, Latino, or Spanish may be of any race.
  - Native Hawaiian or Other Pacific Islander A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
  - White A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

, Asian, Black or African American, Hispanic or Latino, White

#### Age Ranges (choose all that apply):

(To select more than one option on Windows, hold down the CTRL key and select multiple options. To select more than one option on Mac, hold down the Command key and select multiple options.) : Children/Youth (0-18 years), Young Adults (19-24 years), Adults (25-64 years), Older Adults (65 years)

#### Underserved/Distinct Groups (choose all that apply):

(To select more than one option on Windows, hold down the CTRL key and select multiple options.) To select more than one option on Mac, hold down the Command key and select multiple options.), Individuals below the Poverty Line

Describe how the project will benefit the underserved community.

A component of the Park's Arts Master Plan is planning for the Afro-Caribbean Folk Art Community Garden, a priority of Bahama Village residents. Its Folk Art Programming and Market will bring both economic and cultural benefits to residents. Community members and nonprofits will create Afro-Caribbean folk programming and projects like a "gourd tunnel" living art installation, growing gourds for musical instruments and folk art pieces.

The Bahama Village Community Redevelopment Plan prioritizes economic development, jobs and neighborhood integration with the City's placemaking and tourist development efforts. This project addresses these priorities by engaging arts nonprofits and community leaders in visioning, planning and programming; incorporating a market for folk art vendors; incorporating a gathering space for residents and visitors to engage in workshops and performances, and spotlighting innovative green infrastructure design to draw eco-tourists.

Population for your 25550 Town/City/Tribal

Land:

## **Part 2c: Project Locations**

### Part 3: Project Budget

Please see the instructions for filling out the Project Budget in "Step 2: Submit Materials to NEA-GO". See here for more information: <a href="arts.gov/grants-organizations/our-town/step-2-submit-through-nea-go">arts.gov/grants-organizations/our-town/step-2-submit-through-nea-go</a>

#### Income

Income:	
1. Amount Requested from NEA	\$ 150,000
2. Total Match for this project	•
Cash	Cash Amount
Cash Match from KW Art In Public Places*	\$ 150,000
Total cash (a):	\$ 150,000
In-kind	In-kind Amount
City of Key West staff - salaries & fringe benefits*	\$ 28,883
Room rental & supplies - City of Key West	\$ 2,000
Total In-Kind (b):	\$ 30,883
Total match for this project (2a + 2b):	\$ 180,883
3. Total project income (1 + 2):	\$ 330,883

Expenses

1. Direct Costs: Salaries and wages				
TITLE AND/OR TYPE OF PERSONNEL	NUMBER OF PERSONNEL	ANNUAL OR AVERAGE SALARY RANGE	% OF TIME DEVOTED TO THIS	AMOUNT
Project Director	1	45085	PROJECT 5	\$ 4,509

City Civil Engineer	1	67155	5	\$ 6,716
Staff Liaison-Art In Public Places Board	1	37482	9.2	\$ 6,920
Grants Administrator	1	45085	3.6	\$ 3,250
Total Salaries and wages (a):				\$ 21,395
Fringe Benefits				
Total fringe benefits (b):	\$ 7,488			
Total salaries and fringe benefits (a + b):	\$ 28,883			
Direct Costs: Travel (include subsistence)				
# OF TRAVELERS	FROM	то	AMOUNT	
3 x 3 trips	West Palm Beach	Key West	\$ 4,000	
2 x 3 trips	Miami	Key West	\$ 2,300	
Total Travel			\$ 6,300	
3. Direct Costs: Other	AMOUNT			
Artist Stipends-Truman Waterfront Park Master Plan Vision Team 11 artists/neighborhood representatives x \$900	\$ 9,900			
Consultant (Mary Jo Aagerstoun) Eco-Art Workshop and Bridge Design Liaison	\$ 6,000		and the same of th	
Lead Partner Consulting Fee-Studios of Key West- Demonstration Event Artist Liaison	\$ 5,000			

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Consultant Fee - Truman Waterfront Arts Master Plan (including Amphitheater & Folk Art Garden activation)	\$ 40,000		
Design Professional Fee - Admiral's Cut Eco-Art Pedestrian Bridge	\$ 20,000		
Partner Consulting Fee-FL Keys Council for the Arts (conduct CAFE)	\$ 2,800		
Demonstration Event - Artist (multi-disciplinary) commissions/fees - 6 events @ \$10,000 each	\$ 60,000		
Room rental & supplies \$83.33/month x 24 months	\$ 2,000		
Public Art Installations @ Truman Waterfront Park	\$ 150,000		
		:	
Total other expenses:	\$ 295,700		
4. Total Direct Costs (1 + 2 + 3):	\$ 330,883		
5. Indirect Costs (if applicable)			
Federal Agency:			
Rate (.0000):			
Base:	0.		
Total Indirect Costs	0		
6. Total Project Costs (4 + 5):	\$ 330,883.00		

The amounts below will populate from what you have entered after clicking Save at the bottom.

#### Total Project Income MUST equal Total Project Costs.

If they do not equal, you must adjust your figures in your budget above and Save.

Amount Requested from the NEA (1):

\$ 150,000

Total Match (2a 2b)

\$ 180,883

TOTAL PROJECT

\$ 330,883

INCOME (3):

\$ 220,003

TOTAL PROJECT COSTS (4 5) :

\$ 330,883.00

## Part 4a: Project Participants - Individuals

Selection of Key Individuals: Briefly describe the process and criteria for the selection of key staff, consultants, advisors, artists, designers — anyone who will be a key contributor to the success of your proposed project, regardless of their organizational affiliation — that will be involved in this project. Where relevant, describe their involvement in the development of the project to date. Where they remain to be selected, describe the procedures that you plan to follow and the qualifications that you seek. \* The City Commission and Art In Public Places board recognized two years ago that Creative Placemaking techniques would be essential to the success of the City's new Truman Waterfront Park, its amphitheater and Afro-Caribbean Folk Art Community Garden & Market. Project Director Alison Higgins has been working with The Studios of Key West, AIPP, Florida Keys Council of the Arts and eco-art expert Mary Jo Aagerstoun on project components for 6 months. The Studios of Key West, AIPP, the Arts Council and Aagerstoun will develop criteria for the competitive selection of the Admiral's Cut Bridge design firm, the Truman Waterfront Cultural Master Plan, and Public Art installations. The Studios, with their deep experience in performing and visual arts, as well as arts education and relationships with the international arts community, will conceptualize six Arts Demonstration Events to celebrate the opening of the park in Year 2.

Bios of Key Individuals: Include brief, current biographies of the key individuals. You may include up to

First Name : Alison

Last Name (use this field for artistic group names or single

Higgins

names or single names) :

Sustainability Coordinator-City of Key West

Project Role : Project Director

Proposed or committed?
Committed

Bio

Title

As former ED of Green Living & Energy Education and Land Manager for Nature Conservancy, Higgins has worked with Keys leaders for 18+ years. An innovator, she tweaked Wildlife Center Artwalk, engaging multi-disciplinary artists and businesses. An Eco-Art proponent, she guides public works toward aesthetic, environment and community-friendly design solutions. She researched a vegetated roof for The Studios/Key West and rewrote the City's Comprehensive Plan to include sustainability drivers.

First Name : Jed

Last Name (use this field for artistic group names or single names) Dodds

Title: Executive Director, The Studios of Key West

1/15/2015

Project Role

Lead Non-profit Arts Organization Partner

Proposed or committed? :

Committed

Bio:

Dodds has a BA (Yale), and MFA in Sculpture (SAIC). Before TSKW, he served 13 years as Artistic Director of the Creative Alliance in Baltimore, a community-based center with residencies, performances, exhibitions, workshops, screenings and youth education. Dodds was the first full time staff and oversaw growth to 14 staff and a \$1.4M budget. His early work for Baltimore's Contemporary Museum earned global acclaim for site-specific work in temporary spaces, grounding art in a sense of place.

First Name :

Erin

Last Name (use this field for artistic group

Stover Stickman

names or single names) :

Title:

Artistic Director, The Studios of Key West

Project Role :

Lead non-profit organization partner

Proposed or committed? :

Committed

Bio:

BFA-Illinois State University, MFA-James Madison University. Erin has worked with an opera company, city museum, and children's museum; taught studio art at Randolph College and James Madison University. For 7 years, she was the Exhibition/Program Manager at Riverviews Artspace, a live/work cornerstone of downtown revitalization; she curated 75+ exhibitions, initiated a Literacy Through Photography course serving at-risk youth, and helped build a film program and annual film festival.

First Name :

Michael

Last Name (use this field for artistic group names or single names) : Shields

Title:

Arts Journalist & Art Festival Producer

Project Role :

Volunteer & Chair of Partner Key West Art In Public Places

Proposed or committed? :

Committed

Bio

President of Java Studios, Chair of Art In Public Places, serves on Council of the Arts Advisory Board. He produces/hosts KONK Radio's daily "Art Waves" and produces Midsummer's Night Dream Festival. He founded Key West Film Society and Tropic Cinema. Formerly executive director-Paradise Ballet Theatre; executive director-Art Behind Bars; president-Tennessee Williams Fine Arts Center; board member-Key West Cultural Preservation Society. BS, Community Development, Pennsylvania State University.

First Name :

Mary Jo

Last Name (use this field for artistic group names or single names) :

Aagerstoun

Title:

Eco-Art & Design Consultant

Project Role:

Eco-Design Workshop Presenter, Design Criteria, Design Community Liaison

Proposed or committed? :

Committed

Bio:

Ph.D., Art History, University of Maryland. Aagerstoun's expertise is in contemporary activist art and cultural production. Through the arts she works to address ecological destruction and what she terms cultural desert issues in Florida. She founded EcoArt South Florida, Inc. in 2007. Dr. Aagerstoun has shepherded eco-art projects to completion, including biosculptures that filter water and a nature park that provides wildlife habitat. She lectures widely on Eco-Art principles.

First Name: Elizabeth

Last Name (use this field for artistic group names or single

Young

names or sin

Title : Executive Director, FL Keys Council of the Arts

Project Role : Nominator, Vision Committee. Consultant on CAFE process.

Proposed or committed? :

Committed

Bio:

Young directs the local arts agency, staffs Tourist Development Council's Cultural Umbrella Committee and Monroe County's Art in Public Places Board. Her experience spans non-profit programming, board relations, fund development and marketing. After 10 years in New York as a Casting Director for film, television and theater she relocated to the Florida Keys in 1987. She has served on the grant panel for FL Division of Cultural Affairs. BA - Art History and Theater, Wheaton College.

First Name :

Last Name (use this field for artistic group names or single names) :

Eco-Art Design Professional

Tille .

Title: Architect

Project Role : TDesign Admiral's Cut Pedestrian Bridge using eco-art concepts

Proposed or committed? :

Proposed

Bio

Desirable intensive and long term expertise and leadership in the following:

- Envisioning/rethinking urban infrastructure as artistic placemaking
- Collaborative design and master planning that emphasizes integration of public art with architecture and engineering
- Community engagement beyond typical charrette, including ongoing ephemeral programming to enhance and activate public use of hardscape and engineering once completed.

First Name :

Last Name (use this field for artistic group names or single names) :

Truman Park Arts Master Plan Consultant

Title : Arts Engagement Consultant

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Project Role

Complete Arts Master Plan for Park, Amphitheatre & Folk Art Community Garden

Proposed or committed? :

Proposed

Consultant with experience in best practices of arts engagement, public art and performing arts planning; performing arts facility sustainability and business planning, coupled with a vision of creative placemaking that celebrates Key West's unique culture, diverse citizens and visitors and rich array of local arts resources, art organizations, artists and art-minded citizens.

First Name :

Randy

Last Name (use this

Hollingsworth

field for artistic group names or single names) :

Title:

Partner, Bermello & Ajamil Partners

Project Role:

Project Architect of 28-acre Truman Waterfront Park & Amphitheater

Proposed or committed? :

Committed

Hollingsworth, the Truman Waterfront Park architect, brings more than 30 years' experience as an urban and landscape designer, specializing in design and development of mixed use projects, fully integrated within the urban fabric. With a comprehensive understanding of the needs and requirements of various land uses, he has developed design guidelines, master plans, and landscape designs for commercial and retail areas, office parks and residential communities throughout Florida.

First Name:

James

Last Name (use this field for artistic group **Bouquet** 

names or single names)

Title:

Key West City Engineer

Project Role :

Director of Construction of Truman Waterfront Park

Proposed or committed? :

Committed

Bouquet is a licensed P.E. in 6 states with 30+ years' experience in Civil/Environmental Engineering, as consultant/contractor to public and private sectors. He earned a BS in Civil Engineering after a 4 year tour in the Navy. He then embarked on a diversified career ranging from design, right-of-way acquisition, construction administration, and regulatory compliance. Most recently, he was Vice-President and P.E. of Summit Environmental Consultants, which he founded in 1994.

## **Part 4b: Project Participants - Organizations**

Other Organizational Partners: An organizational partner is an outside entity that will provide resources (other than money) to support the project. Because all NEA projects require matching resources from non-NEA sources, organizations that only provide

money are not considered partners. Funders are not excluded from being partners, but they must also supply human resources or information capital, or actively participate in another way. If applicable, briefly describe the process and criteria for the selection of key organizations that will be involved in the project. Where relevant, describe their involvement in the development of the project to date. Where they remain to be selected, describe the selection procedures that you plan to follow and the qualifications that you seek. :

Key West has been planning this Our Town project for over 2 years with:

- Art in Public Places Board, which agreed to provide \$150,000 in match funds and to work on all aspects of the project;
- The Studios of Key West agreed to be our lead nonprofit arts agency partner. This
  multidisciplinary presenter, arts center, and artist residency provider serves as the cultural center
  of the arts in Key West. Their commitment to excellence and multi-disciplinary focus make
  them a natural partner to develop the 6 Arts Demonstration Projects to activate Truman
  Waterfront Park.
- Mary Jo Aagerstoun the founding Executive Director of nonprofit Eco-Art South Florida (dissolved on December 31, 2014). Although no longer affiliated, she will orient community participants, architects and design professionals; help fashion bridge design criteria, and assist in outreach to design professionals with eco-arts expertise;
- 4. Florida Keys Council of the Arts, who will coordinate the Call For Artists.

**Description of Other Organizational Partners:** Include brief, current descriptions of the key organizational partners. You may include up to 10.

Organization Name : Art In Public Places Board

Proposed or committed? :

Committed

Organization Type : Nonprofit arts organization

Description of the Organization Role in Proposed Project :

- · AIIP will provide guidance and meet regularly to move the project forward;
- Provide cash match of \$150,000. The AIPP Board has pledged these funds to support the
  public art installations, planning, design and arts engagement activities;
- Work with project partners to 1) Develop a creative placemaking Cultural Master Plan for the park; 2) Commission design for pedestrian bridge, and 3) Commission Multi-disciplinary Arts Demonstration Projects to be presented at Truman Waterfront Park.

Organization Name : Florida Keys Council of the Arts

Proposed or committed?

Committed

Organization Type : Nonprofit arts organization

Description of the Organization Role in Proposed Project :

The Council will nominate artists to the Vision Team, develop selection criteria and conduct the Call for Artists. The Council develops and strengthens art and cultural organizations and individual artists through grants and programs; conducts community development and marketing; arts education and advocacy efforts; and cultural planning for a County of 75,000 year-round residents, 4+ million visitors, hundreds of non-profit cultural organizations and artists and arts-related businesses.

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Organization Name : Design firm to complete Eco-Art Design of Admiral's Cut Brid

Proposed or committed? :

Proposed

Organization Type:

For-profit commercial organization

Description of the Organization Role in Proposed Project :

This professional firm will have intensive and long term expertise and leadership in: Envisioning/rethinking urban infrastructure as artistic placemaking; collaborative design and master planning that emphasizes integration of landscape design, ecological principles and public art with architecture and engineering; ability to incorporate community engagement through charrettes, and also into the design in order to enhance and activate public use of hardscape and engineering once completed.

Organization Name : Consultant to complete Truman Waterfront Park Cultural Maste

Proposed or committed? :

Proposed

Organization Type:

Organization Type:

For-profit commercial organization

Description of the Organization Role in Proposed Project :

This consulting firm will complete a Cultural Master Plan for the new park. It will identify target audiences, public art selection process, potential partners, multi-disciplinary arts performance opportunities for the new Amphitheater & Folk Art Community Garden & Market, potential funding sources, and timeline budget and marketing plan for Truman Waterfront Park and its facilities.

Organization Name :
Proposed or committed? :
Organization Type :
Description of the Organization Role in Proposed Project :
Organization Name :
Proposed or committed? :
Organization Type :
Description of the Organization Role in Proposed Project :
Organization Name :
Proposed or committed? :
Organization Type :
Description of the Organization Role in Proposed Project :
Organization Name :
Proposed or committed? :

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Organization Type :	
Description of the Organization Role in Proposed Project :	
Organization Name :	
Proposed or committed? :	
Organization Type :	
Description of the Organization Role in Proposed Project	

nea.cloud.culturegrants.org/activeprograms/allprintapplication/cycle\_id/3356/formset\_id/1855/user\_id/459528/auid/459528/cycle\_attempt/1

## Part 4c: Project Participants - Works of Art

1/15/2015

Selection and Description of Key Works of Art: Briefly describe any key works of art (e.g., public art, festivals and performances, and notable public spaces) that will be involved in the project. Indicate the process and criteria for the selection of these works of art and, where relevant, describe the role these works of art played in the development of the project to date. Where key works of art remain to be selected, describe the selection procedures that you plan to follow and the qualifications that you seek. For projects that build knowledge about creative placemaking, describe the training material, research or other items that will be developed as part of the project.

For design projects, the work of art would be the final designs or documentation of the community design/visioning process. For cultural planning, the work of art would be a plan or other community documentation. : This project will produce:

- 1. An Eco-Art workshop presented by expert Mary Jo Aagerstoun to community members, elected officials, artists and design professionals;
- 2. Charrettes to inform the planning and design processes;
- A final design, incorporating eco-art principles and a landscape buffer, for the Pedestrian Bridge to span the Admiral's Cut Inlet and connect the pedestrian promenade. Also Park Wayfinding Signage;
- 4. Arts Master Plan for the new Truman Waterfront Park. This will identify target audiences, public art selection process, potential partners/performance opportunities (amphitheatre & Folk Art Community Garden & Market), economic impact, break-even timeline and budget, marketing plan
- Arts Demonstration Performances-6 to be developed by The Studios of Key West, presented at the Park in Year 2 of project period
- 6. Public Art to be installed at the Park, funded with \$150,000 in match dollars and using Cultural Council & Art in Public Places selection criteria.

## Part 5: Items to Upload

#### There are four types of items:

- 1. Programmatic activities list;
- Statements of support;
- For arts engagement, cultural planning, and design projects, National Environmental Policy Act and/or National Historic Preservation Act documentation; and
- 4. Work samples.

Please refer to the NEA's website for instructions for documents and work samples to upload in "Step 2:

 Upload files here, DO NOT click the Manage Folders button. Simply click Upload and reorder or edit	Our Town FY15-	Programmatic	Representative events of City and partners: The Studios of Key West,	
your files if necessary;	Our Town FY15	Activities-Key West	FL Keys Council of the Arts, Key West non-profit organizations	Programmatic_Activities_KeyWest.pdf-
		Mayor's Endorsement Letter		letter_MayorEndorsement_KeyWest.pdf-
		Partner Letters of Commitment	Lead Arts Non-profit Partner The Studios of Key West; Art In Public Places Board (\$150,000 match), FL Keys Council of the Arts, Mary Jo Aagerstoun	letters_commitment_KeyWest.pdf-
		NEPA and Historic Document - Key West	National Historic Preservation Act (NHPA) and National Environmental Policy Act (NEPA) information	NEPAHistoricalReport_KeyWest.pdf-
		Truman Waterfront Park Design & Budget	These plans show location of pedestrian bridge, amphitheater and include the capital project budget snapshot of \$32 million for park development.	TrumanWaterfrontParkAmphitheaterPlan_KeyWest.pdf
		Context Photographs and Inspiration Images	1. Context photos of surrounding neighborhood, Mallory Square, site of pedestrian bridge. 2. Inspiration images of design of bridge. 3. Inspiration images of Demonstration Events for Truman Waterfront Park	InspirationImages_3pages_KeyWest.pdf-
			This document provides web links to	

of their work. Interview of Mary Jo

demonstrates the

The Studios' home

events, which

page and calendar of

excellence and range

Work\_Sample\_TheStudios\_web\_link.pdf-

The Studios

of Key West

- Work

Sample

1/15/2015

nea.cloud.culturegrants.org/activeprograms/allprintapplication/cycle\_id/3356/formset\_id/1855/user\_id/459528/auid/459528/cycle\_attempt/1

Work Sample-Consultant Aagerstoun, work samples of completed eco-art

Consultant Aagerstoun interview worksamples.pdf-

Aagerstoun projects

Culture Magazine-Florida Keys Council of the Arts

This is an example of the work of project partner FL Keys Council of the Arts

CultureMag\_FLKeysArtsCouncil.pdf-

Be sure to click Save before clicking Submit.

You must click Submit to finalize your application for NEA review.



# STUDIOS OF KEY WEST

January 9, 2015

THE STUDIOS OF KEY WEST 533 Eaton Street Key West, FL 33040

> Tel 305-296-0458 Fax 305-296-5200

> > Info@tskw.org vivw.tskw.org

#### BOARD OF DIRECTORS

Posi Ware, Chairwornan Janet Hinkle, Vice Chair Rita Linder, Secretary Kerry Shelby, Treasurer Roger Emmons

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> Marguerite Whitney Judith Zabar

Mr. Jim Scholl, City Manager City of Key West 3140 Flagler Avenue Key West, FL 33040

Re: City of Key West - National Endowment for the Arts 2015 Our Town Grant

Dear Jim:

I am pleased to provide this letter of commitment to collaborate with the City of Key West as its Our Town Program lead arts non-profit partner. We will provide guidance on both the Art Master Plan and the Amphitheatre Programming.

The Studios was founded with the vision of bringing world class artists to the island, connecting them with local audiences and artists, and offering space for both to explore their creativity. We've hosted Pulitzer prize winners, world renowned artists and musicians, and introduced thousands of students to different ways of seeing and working. Our stage bristles with talent, and every month hundreds of people visit The Studios to take in new experiences.

The Studios has long embraced the goal of breaking down barriers to art and being an integrated part of Key West life. Central to our community programs are youth education programs in out-of-school settings, presented in collaboration with other institutional partners. We will, as a partner for the project, participate in developing an appropriate and comprehensive Design Criteria package for the park's Art Master Plan and Amphitheatre Programming.

This is an important opportunity for the City and County and comes at a time when our residents are aware of the many challenges and opportunities of this project. The Truman Waterfront site is situated in a prominent location on the island and will be ideal for us to publicize not only this ambitious project's design elements but will offer an excellent opportunity to develop a plan for public art installations and year-round arts events at the new amphitheater.

The Studios Key West believes that a collaborative team approach will generate a successful Our Town project that integrates creative placemaking techniques into the development of this new centerpiece for the City. The added benefit of excellent design and comprehensive multi-disciplinary arts planning will greatly enhance the cultural landscape of the Florida Keys.

Sincerely,

Jed Dodds

**Executive Director** 



January 5, 2015

Mr. Jim Scholl, City Manager City of Key West 3140 Flagler Avenue Key West, FL 33040

Re: City of Key West – Truman Waterfront Creative Placemaking –

National Endowment for the Arts Our Town grant request

Dear Jim:

As the chairperson of the Key West Art in Public Places Board, I look forward to collaborating with the City of Key West on the **Truman Waterfront Creative Placemaking** project. We will work with City staff, community arts engagement consultants, architects and our arts non-profit organization partners to complete this project during the project period of October 1, 2015 through September 30, 2017.

The Key West Art in Public Places Board (AIPP) was founded in 2000 to develop procedures for commissioning excellent artworks and arts engagement activities around our city. The Board's mission is to "advise the City Commission in the selection and location of public art; to enhance and maintain the character of our island community through the aesthetic of public art; to create an... environment which nurtures artists, arts organizations and arts producers; and to ...preserve cultural diversity."

As the lead city agency, and City Commission appointed board, Art in Public Places will:

- Starting in October of 2015, provide the appropriate leadership, guidance and meet regularly to facilitate this Creative Placemaking project;
- Provide cash match funds for the project in the amount of \$150,000. These funds represent 1% of the
  City's cost to design and develop the Truman Waterfront Park; the AIPP Board has pledged these
  funds to support the planning, design and arts engagement activities of this public art project;
- Work with project consultants Mary Jo Aagerstoun, Ph.D, and Debbie Mason, President of Strategists, Inc. and community non-profit organization partners The Studios of Key West and the Florida Keys Council of the Arts to 1) Develop a creative placemaking Cultural Master Plan for the park; 2) Commission design recommendations for a pedestrian bridge that will connect downtown's famed Mallory Square to the new park, and 3) Commission Multi-disciplinary Arts Demonstration Projects to be presented at the Truman Waterfront's new facilities the Amphitheater and Afro-Caribbean Folk Art Community Garden;
- Assist with promotion and evaluation of the project.

The members of AIPP are enthusiastic about creative placemaking at Truman Waterfront Park and look forward to working with the City of Key West and the NEA to develop this model project. I am at your service and can be reached at javastudios@gmail.com or 305-394-3804.

For the arts.

Michael Shields Chairman www.artinpublicplaceskw.com



www.keysarts.com

January 5, 2015

Mr. Jim Scholl, City Manager City of Key West 3140 Flagler Avenue Key West, FL 33040

Re: City of Key West - National Endowment for the Arts 2015 Our Town grant request

Dear Mr. Scholl:

On behalf of the Board of Directors of the Florida Keys Council of the Arts, I am pleased to provide this letter of commitment stating our willingness to collaborate with the City of Key West and its partners on the Truman Waterfront Park project. We will provide guidance on both the Design and Cultural Planning elements for this ambitious project.

As the designated local arts agency for Monroe County, we administer the prestigious 1% for Public Art ordinance on behalf of the County's Art in Public Places committee. We will, as a partner for the project, participate in developing an appropriate and comprehensive Design Criteria package for the park's Admiral's Cut Bridge which would include a Call to Artists, assistance in assembling an esteemed panel to review proposals, and a process that will engage both the arts community and the public.

This is a significant opportunity for the City and County and comes at a time when our residents are aware of both the challenges and many opportunities of this project. The Truman Waterfront site is situated in a prominent location on the island and will be ideal for us to publicize the positive outcomes this prestigious project's design elements will offer. The opportunity to further develop a Public Art installation plan and schedule year-round arts events at the new amphitheater offers endless possibilities. These events will be a welcome addition to the array of arts and cultural events that the Council currently promotes, including the visual arts exhibitions, film and literary festivals, theater and museum happenings, environmental lectures and more.

The Florida Keys Council of the Arts advocates for partnerships and creative collaborations as the most productive approach to generate a successful project. The Our Town grant opportunity will integrate creative placemaking techniques into the development process of this new centerpiece for the City of Key West. The added benefit of excellent design and comprehensive multi-disciplinary arts planning will greatly enhance the cultural landscape of the Florida Keys.

Please contact me if I may assist you and the team in securing this grant opportunity.

Elizabeth S. Young

Sincerely

Executive Director

#### **Aagerstoun Associates**

429 30<sup>th</sup> Street West Palm Beach, Florida 33407

January 8, 2015

Mr. Jim Scholl, City Manager City of Key West 3140 Flagler Avenue Key West, FL 33040

Dear Mr. Scholl:

I am very much looking forward to consulting with the City of Key West on the **Truman Waterfront**Creative Placemaking Project to conduct cultural planning and address design challenges in the development of this 28-acre ocean-front park on the former site of the Key West Naval Base.

Most recently, I served as the Executive Director of EcoArt South Florida (EASF), a 501-c-3 nonprofit I founded in 2007. EcoArt South Florida was dissolved as of January 1<sup>st</sup>, 2015, and its archives have been integrated into the Florida Collection of the Florida International University's Green Library. As founder and executive director of this unique organization, my expertise regarding the breadth of ecological art practice across the world became quite extensive, and I am looked to by colleagues in Europe, the Middle East and throughout the US for my perspectives and expertise on this several decades old practice. Under my leadership, the number of artists practicing EcoArt in South Florida was doubled, and more than a dozen EcoArt works were completed. Please see the summaries here: <a href="https://www.dropbox.com/s/4562qt8xqvimbyu/ecoart\_project\_profiles.pdf">https://www.dropbox.com/s/4562qt8xqvimbyu/ecoart\_project\_profiles.pdf</a>. A recent interview with me about EASF, our mission and our objectives, was published in the June, 2014 issue of Public Art Review: <a href="https://www.dropbox.com/s/ocqny9ihlzq3ynp/PARinterview-MJ2014.pdf">https://www.dropbox.com/s/ocqny9ihlzq3ynp/PARinterview-MJ2014.pdf</a> I have been engaged for consultation in a similar project with the City of Tamarac, funded in this cycle by NEA's Our Town program (<a href="https://arts.gov/national/our-town/grantee/2014/city-tamarac-florida">https://arts.gov/national/our-town/grantee/2014/city-tamarac-florida</a>). I am also in the process of negotiating a book contract with a South Florida publisher that will look closely at the science-art collaborations of several key EcoArt practitioners across the US.

As consultant on the **Truman Waterfront Creative Placemaking Project**, I will be pleased to work with the City of Key West to:

- Assist with the development of design criteria and orient resident participants, review panel, artists, designers and project engineers to the best EcoArt practices, projects and practitioners;
- Provide guidance about and connect the City of Key West with EcoArt practitioners with the appropriate experience and skills for this project;
- Serve on the Design Planning Committee and participate in stakeholder meetings;
- Assist with project publicity by linking project information to EcoArt related websites and social media.
   I look forward to working with the City of Key West and the NEA to develop this model EcoArt project in the Florida Keys, where more than 4.4 million visitors from every corner of the world visit each year.

Sincerely,

mjaagerstoun@mathisnet.com

561-881-5658



Craig Cates Mayor THE CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FL 33041-1409
www.keywestcity.com

3126 Flagler Avenue (305) 809-3840 ccates@Cityofkeywest-fl.gov

Ms. Jane Chu, Chairman National Endowment for the Arts 1100 Pennsylvania Avenue, NW Washington, DC 20506-0001

Dear Ms. Chu:

As the highest ranking official in the City of Key West, I am writing to endorse the City's Truman Waterfront Park Design and Cultural Planning submission to the 2015 Our Town program. This is our city's sole submission.

The 28-acre Truman Waterfront Park will be the centerpiece of Key West's public waterfront, providing a pedestrian connection from the famed Mallory Square to Fort Zachary Taylor State Park. Incorporating a new Amphitheater and an Afro-Caribbean Folk Art Community Garden, the park will reflect artistic excellence and merit in its design, public art and cultural performances. As the lead applicant, the City is requesting \$150,000 from the National Endowment for the Arts for the design of the Park's Admiral's Cut pedestrian bridge as well as the development of a Cultural Master Plan for the inaugural year of Truman Waterfront Park and its new amphitheatre.

Although Key West has only 26,000 year-round residents, we welcome more than 2.7 million visitors throughout the year. We are a popular cruise ship port, a "Gateway Community" providing access to Dry Tortugas National Park, and an internationally renowned destination for cultural, historical and environmental pursuits.

The City's lead arts non-profit partner, Key West Art In Public Places, Inc., is a 501(c)(3) entity. It was established in 2000 to create an environment that nurtures artists and arts organizations and advise the City Commission on public art commissions. It is funded independently through a 1% development assessment fee. AIPP pledges \$150,000 in cash as a match for this project.

We look forward to partnering with NEA to engage our community in a public planning and design process for this centerpiece project. If you have questions, I can be reached at ccates@cityofkeywest-fl.gov or 305-809-3844. Thank you for your consideration.

Sincerely,

Craig Cates Mayor