

Community Art Program Guidelines

Open Intake – applications can be submitted at any time.

These guidelines have been revised in 2018 – previous versions no longer apply.

If you have questions after reviewing these guidelines, you can obtain more information from Cultural Services staff. Please contact staff before submitting an application:

Christine McWillis
Cultural Services Manager
(250) 470-0640
culture@kelowna.ca

Community Art Program
c/o Cultural Services
Kelowna City Hall
1435 Water Street,
Kelowna, BC V1Y 1J4

1.0 PROGRAM DESCRIPTION AND ELIGIBILITY

1.1 *Program Description:*

The Community Art Program is a component of the City of Kelowna's Public Art Program and supports projects that engage practicing artists with residents in a collaborative, collective, creative process which results in a temporary or permanent work of art. It is as much about process as it is about the artistic product or outcome. It is a way for the community to creatively address and express its needs and aspirations. (Inspired by the Ontario Arts Council, Community Arts Workbook, 1998, p.7)

Some of the identifying characteristics of Community Art are:

- It addresses community concerns and/or reflects community identity;
- It provides a participatory creative experience which is accessible to a broad range of people;
- It is a way for artists to apply their skills in community development and building cultural and social sustainability; and
- It has a goal to connect people through the creative process.

Community art can employ a range of media. Permanent installations often include mosaic, textile or other individual elements which are then assembled into a larger work. Temporary installations often include digital media, performance and other works that are ephemeral in nature. Permanent projects may be located on public or private property and must be publicly accessible. Temporary projects must be documented in a format that can be shared in a public setting and retained as a publicly accessible permanent record.

The program welcomes artists from any discipline and encourages unique and creative ideas. Artists are expected to engage with the community in the planning and implementation of the project (see 1.3 Eligibility).

Grants are available for up to 50% of the total project cost, to a maximum of \$10,000 and require matching support from other sources which is equal to or more than the amount provided by the City. Matching contributions may be cash or in kind and must be identified, even if not confirmed, in the application. Projects must be completed within 12 months of the grant award unless alternate arrangements are made with City staff.

1.2 *Community Art Program Objectives:*

- Encourage the creation of publicly accessible, permanent or temporary artworks that have artistic merit and community benefit
- Foster community pride, identity and cohesion through a collaborative artistic endeavor and the creation of artwork legacies
- Support local leadership in community art projects while respecting the role of artists and other design professionals
- Reflect the diversity, need and ambitions of the larger community

1.3 Eligibility:

To participate in this program, applicants must:

- Be a registered non-profit society or a registered charity with the Canada Revenue Agency (CRA) and be registered and active for at least one (1) year at the time of the application deadline OR Be an individual professional artist or a group or collective of professional practicing artists*, who are Canadian citizens or permanent residents
- Be physically located or resident in Kelowna
- Either solely, or in partnership with others, propose an initiative which is consistent with the guidelines of this program
- Be committed to carrying out the initiative for the benefit of Kelowna residents without exclusion of anyone by reason of religion, ethnicity, gender, age, sexual orientation, language, disability or income
- Have fulfilled all reporting requirements for any previous grants from the City of Kelowna;
- Have the legal authority to sign a Memorandum of Understanding (see appendix A) with the City of Kelowna and obtain general liability insurance
- Have other revenue sources for the project
- Have financial management systems in place (e.g. a bank account, proper financial records)
- Submit a realistic project budget.

*To be recognized as a professional artist you must be someone who has developed skills through training or practice, be recognized by artists working in the same artistic tradition, have a history of public presentation or publication, be actively practicing your art form and seeking payment for your work.

1.4 Ineligible applicants are:

- Public or private educational institutions (schools, universities, colleges, training organizations)
- Students or teachers who propose a project leading to academic credit;
- Individuals who are not actively engaged in professional art practice;
- Organizations, groups or individuals which have outstanding indebtedness to the City of Kelowna or which have not fulfilled reporting requirements for any previous grants from the City of Kelowna

1.5 Eligible expenses:

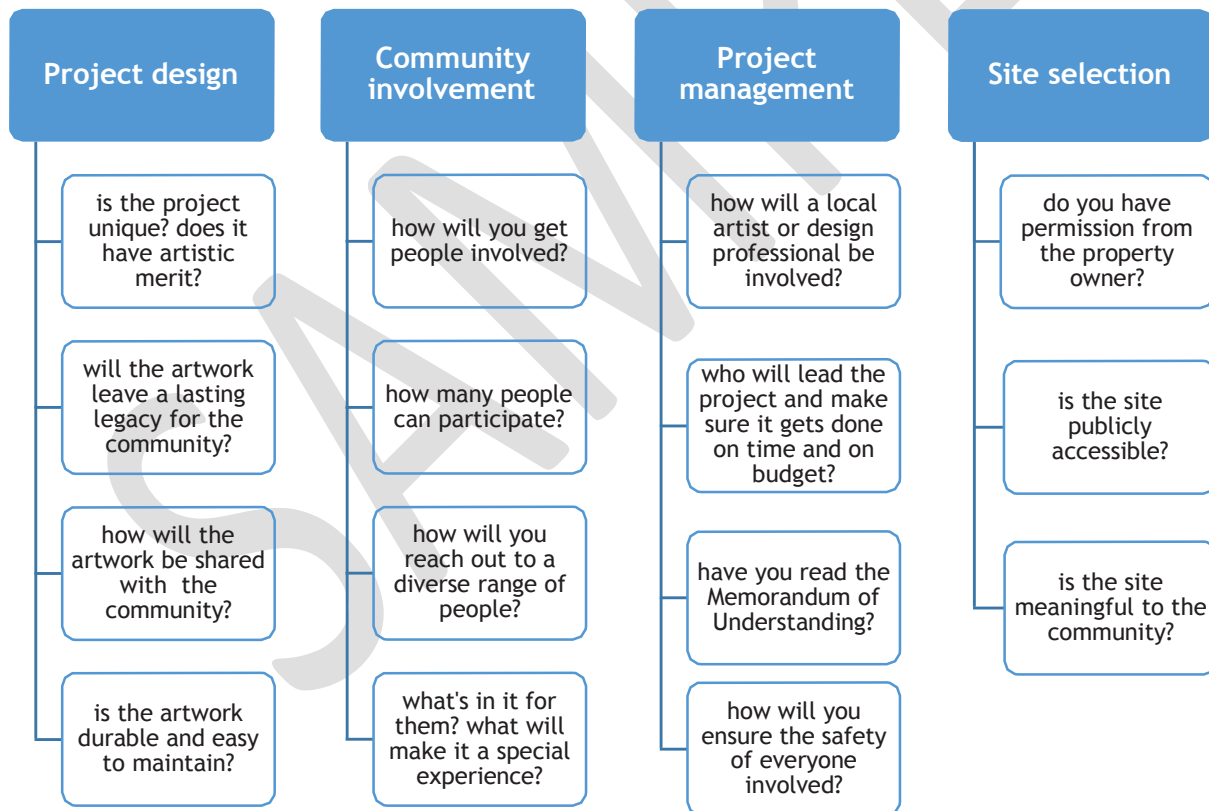
- Artist fees (may include fee/hour plus expenses)¹
- Services (various trades)
- Materials and supplies (consumables such as paint, canvas, glue etc.)
- Costs of setting up a safe venue for art production (insurance, tents, rental fees, permits)
- Documentation (videographer, photographer, editing, printing)
- Coordination/project management (someone to help with logistics and publicity)

¹ Refer to CARCC professional fees schedule www.carcc.ca/en/fee_schedule_2017_4_professional

1.6 *Ineligible activities and expenses are:*

- Activities or products with a political, religious, fundraising or commercial purpose;
- Capital improvements;
- Purchase of property, equipment or collections;
- Projects which do not have
 - broad-based community participation;
 - the involvement of a local artist; and
 - a publicly accessible legacy;
- Projects which already receive financial or in-kind support from the City of Kelowna (land, money or other support);
- Projects on sites outside of the City of Kelowna boundaries;
- Reduction or elimination of existing deficits or interest on same;
- Retroactive funding for projects already in progress; or
- Directly or indirectly acquiring academic courses or credits.

2.0 PROJECT PLANNING



2.1 Responsibilities of the applicant:

- Sign a Memorandum of Understanding with the City of Kelowna. A sample Memorandum is included in these guidelines (see Appendix A). The Memorandum includes provisions governing scheduling and timelines, risk management, progress reporting, payments, ownership of the artwork and communications;
- Receive and manage the City of Kelowna grant funding;
- Contribute cash and/or in-kind resources and ensure funds are in place to cover all costs;
- Identify the artist(s) and work with the artist(s) to create and implement a plan to engage the organization's members (if applicable) and the broader community in the creation of a work of art;
- Ensure that the artist(s) is fairly compensated and that fees are paid on time and at the agreed upon level;
- Carry out insurance, financial, reporting and other responsibilities related to the grant;
- Consider issues of public safety, durability, maintenance and operating costs in the design and delivery of the project; and
- Provide materials and information as requested for documentation of work in progress and the completed work.

3.0 APPLICATION PROCESS

Due to the nature of the eligibility criteria for this program, application forms are available only through the Cultural Services office and will not be published on-line. Please contact Christine McWillis, (250) 470-0640, cmcwillis@kelowna.ca to discuss eligibility for this program and obtain more information.

Applicants considering a submission are encouraged to do the following prior to completing an application form:

- Review these guidelines
- Consult with City staff for more information

Eligible applicants should deliver the completed application form (including signatures), and required support materials, to:

Community Art Program
c/o Cultural Services
Kelowna City Hall
1435 Water Street
Kelowna, BC V1Y 1J4

Applications will not be accepted by email.

4.0 ASSESSMENT OF APPLICATIONS

4.1 Evaluation:

Applications requesting grants of \$5,000 or less will be adjudicated by City of Kelowna staff. Applications requesting grants over \$5,000 will be adjudicated by a panel of qualified community representatives in consultation with City of Kelowna staff.

Panelists who have a real or perceived conflict of interest regarding any application will be required to

declare that such a conflict exists and will not participate in decisions relating to that application.

Adjudication will take place within 30 days of receiving the application.

Applications are evaluated based on the requirements in these Guidelines as follows:

- Does the proposed project meet the objectives of the Community Art Program (see 1.2 Community Art Program Objectives)?
- Does the application demonstrate engagement with a broad spectrum of the community?
- Does the project budget meet the matching requirements?
- Are the proposed uses of the funding consistent with the Guidelines?
- Has the applicant provided adequate information about how the project will be designed and delivered?

Obtaining a grant from the Community Art Program is a competitive process. Demand exceeds available resources. Even if eligibility requirements are met, there is no guarantee of support.

4.2 Notification and Distribution:

Applicants will receive written notification of evaluation results within 14 days following adjudication. All applicants are encouraged to meet with City staff to receive feedback about their application. Funds will be disbursed in phases in accordance with a Memorandum of Understanding.

4.3 Final Report:

Successful applicants will provide a Final Report in a prescribed format to Cultural Services. Receipt of these reports is a pre-condition for future eligibility in any City of Kelowna grant program. Final Reports for the Community Art Program must be submitted within 60 days of completion of the project.

5.0 TIMELINE

A typical timeline appears in the table below. The timeline is subject to change.

Deadline	Staff /Panel Review	Email Notification	Confirmation Letter and Payment	Final Report
Open Intake	Within 30 days of receipt of a completed application	Within 14 days of staff review	Within 14 days of email notification	Within 60 days of project completion

6.0 CONDITIONS OF FUNDING

The conditions below will apply to any organization or individual receiving funding from this program:

- Grant funds must be applied to current expenses and must not be used to reduce or eliminate accumulated deficits or to retroactively fund activities;
- The applicant will make every effort to secure funding from other sources as indicated in its application;
- The applicant will maintain proper records and accounts of all revenues and expenditures relating to its activities and, upon the City's request, will make all records and accounts available for inspection by the City or its auditors;
- The City will have access to the project site and the right to review the project at reasonable times during the fabrication/creation thereof;
- The applicant will ensure that all necessary permits are in place;
- If there are any changes in the activities as presented in the application, Cultural Services must be notified in writing immediately and approve such changes;
- In the event that the grant funds are not used for the activities as described in the application, they are to be repaid to the City in full. If the activities are completed without requiring the full use of the City funds, the remaining funds are to be returned to the City;
- The applicant must acknowledge the financial assistance of the City of Kelowna on all communications and promotional materials relating to its activities, such as programmes, brochures, posters, advertisements, websites, news releases and signs. Acknowledgement is provided by using the City of Kelowna logo in accordance with prescribed standards;
- Receipt of a grant does not guarantee funding in the future.

7.0 CONFIDENTIALITY

All documents submitted by applicants to the City become the property of the City. The City will make every effort to maintain the confidentiality of each application and the information contained therein except to the extent necessary to communicate information to staff and assessors for the purposes of evaluation, administration and analysis. General information about the project, including the funded amount and the organization being funded under the program may also be released. The City will not release any additional information to the public except as required under the Province of British Columbia *Freedom of Information and Protection of Privacy Act* or other legal disclosure process.

SCHEDULE 1 – DETAILED ASSESSMENT CRITERIA	
Community Art Objectives 40%	The project encourages the creation of publicly accessible, permanent or temporary artworks that have artistic merit and community benefit.
	The project fosters community pride, identity and cohesion through a collaborative artistic endeavor and the creation of artwork legacies.
	The applicant has identified active and appropriate project and artistic leadership and participation.
	The project reflects the diversity, needs and ambitions of the larger community.
	The project demonstrates engagement with a broad spectrum of the community
Project Management and Design 40%	The applicant provided adequate information about how the community will be engaged in the project.
	The applicant provided adequate information about how the project will be designed and delivered
	The project budget is reasonable; the proposed use of grant funds is consistent with the program objectives and description.
	Program matching requirements are met.
	Current letters of project support have been provided by named partners and collaborators, if applicable.
	The applicant has sufficient human and financial resources to support the project and the project budget.
Project Outcomes 20%	The applicant has determined how the success of the project will be evaluated.
	The applicant has identified strategies to eliminate barriers for people to participate in the project.
	The applicant has described how the community's participation in the project will be recorded.
	The applicant has indicated how the project will be shared with the general public.

APPENDIX A

Memorandum of Understanding

Community Art Program

This agreement made the _____ day of _____ 201X

Between:

CITY OF KELOWNA

a municipal corporation having its offices at 1435 Water Street,
Kelowna, British Columbia V1Y 1J4

(the City)

And: *Name of and address of Applicant*

(the Applicant)

Whereas:

- A. The City has established a Community Art Program and requested proposals for Community Art projects for 201X;
- B. An evaluation panel has recommended the proposal (the Proposal) submitted by the Applicant for *name of project*: (the Project), as a Community Art Project for 201X; and
- C. City Council has approved the recommendation to fund the Project from the Community Art Program;

Therefore:

The Memorandum of Understanding (MOU) set out herein between the City and the Applicant stipulates the terms of the Project including responsibilities of the respective parties, identification of deliverables, and a timeline for completion of principal tasks.

This MOU can be amended at any time by written agreement of the City and the Applicant.

Name of Applicant will:

- a) If an organization, provide documentation to the City verifying that the Applicant is a registered British Columbia Society in good financial standing and that it has the authority, by resolution of its directors to enter into this agreement;
- b) demonstrate proof of insurance, satisfactory to the City, prior to commencing work on the Project;
- c) abide by all applicable by-laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction over the Project or the site;

- d) not assign or transfer any interest in this agreement or the Project without the prior written consent of the City;
- e) indemnify and hold harmless the City and its personnel from all actions, proceedings, losses, expenses, and costs arising out of, or in any way connected with the Applicant's use of and presence on the site, the construction of the Project, failure by the Artist and/or Applicant to pay for labour and materials, contamination of the site resulting from the Project, breach or default by the Artist and/or Applicant under this agreement, or any wrongful act, omission, or negligence of the Artist and/or Applicant;
- f) provide verification that matching support in the amount of \$xxx has been applied to the Project;
- g) invoice the City for all funds payable by the City pursuant to this agreement to a maximum of \$xxx;
- h) pay on a timely basis, the Artist, all suppliers, and any other providers of services and/or materials associated with the Project;
- i) manage the Project and the work of the Artist to ensure that the timelines as outlined in Appendix A are met;
- j) provide interim and final reports and any other documentation to the City set out in Appendix A and to otherwise communicate on a timely basis with the City regarding the progress of the Project;
- k) facilitate access to the Project site or other locations where Project work is being done, for City staff; and
- l) create original artworks and not infringe upon any copyright.

The City will:

- a) upon receipt of an invoice and satisfactory progress reports, pay to the Applicant the amounts specified in Appendix A provided that there is full compliance with all of the other terms of this agreement;
- b) at its expense, prepare, and install at the site a plaque or other means of identifying the Artist, the Applicant, the title of the artwork, the year of completion, and any other pertinent project-related information.

The parties also agree that:

- a) all reports will be in digital format. Additionally, if any report is deemed incomplete by the City, it will not be accepted by the City, and the City will notify the Applicant immediately of the changes required to complete the report;
- b) any communication by the Applicant with the public, including any media organization, with regard to the Project must have approval of the City;
- c) the City will have the right to alter, remove, or relocate the completed artwork;
- d) the City will maintain the completed artwork in good repair and may consult with the Artist, Applicant, and/or a professional conservator in making its decisions regarding maintenance;
- e) the Artist and the Applicant are independent contractors and are not employees or agents of the City and as such are not entitled to employment-related benefits from the City;
- f) if the Applicant violates or fails to comply with any provisions of this agreement, the City may give the Applicant notice of default. If the default is not rectified to the City's satisfaction within the time specified in the City's notice, the City may, by giving one week's notice, terminate the

Artist's and Applicant's rights under this agreement. The notice of termination may require removal of the Project and restoration of the site at the Applicant's expense, or alternatively, the transfer and delivery of the artwork or work in progress to the City.

- g) upon completion or termination of the Project, ownership of the artwork will be transferred to the City and the Applicant will sign a transfer document to this effect;
- h) copyright in the completed work will be held by the City; and
- i) All communication regarding the Project will be through:
 - *Applicant's contact information*
 - Cultural Services Branch, City of Kelowna, 1435 Water Street, Kelowna, BC V1Y 1J4

The signatures below confirm that both parties understand and agree to the terms set out herein.

ACKNOWLEDGED AND AGREED:

Name of Applicant:

Date: _____ Authorized Signatory: _____

Print name: _____

By the City of Kelowna:

Date: _____ Authorized Signatory: _____

Print name: _____

APPENDIX A – MEMORANDUM OF UNDERSTANDING

TIMELINES AND DELIVERABLES

PHASE 1: Upon execution of this agreement:

\$xxx to be paid by the City to the Applicant upon receipt from the Applicant of:

- a) verification that matching support in the form of cash and/or in-kind donations is in place;
- b) proof of insurance;
- c) evidence that the Applicant is in good financial standing; and
- d) if an organization, a copy of a resolution from the Applicant authorizing execution of this agreement.

PHASE 2:

By *date*, the Applicant will provide to the City a progress report including:

- a) a budget including expenditures to date, cash and in-kind donations received, as well as projected expenditures, and cash and in-kind donation
- b) a summary of public participation to date, including the number of people involved, and a description of tasks completed by participants including photographic documentation.
- c) an invoice for \$xxx.

Upon receipt and acceptance of the progress report, the City will pay the Applicant \$xxx.

PHASE 3:

By *date*, the Applicant will complete the project and provide to the City a final progress report including:

- a) photographic documentation in digital format of the completed artworks;
- b) a final financial report indicating all revenues and in-kind donations, and expenditures;
- c) a summary outlining how the outcome has met the Project objectives outlined in the proposal; and
- d) a final invoice for xxx.