

**City of Kelowna**  
**Public Art Program**  
Temporary Art in Public Places  
**Terms of Reference**

March, 2017

### **1.0 Background**

The provision of public art is supported by the City of Kelowna Official Community Plan and the City's Cultural Plan. Recognizing that public art is not an end in itself but a means to achieve more encompassing objectives, the goals of the Public Art Program are to:

- Give expression to the community's collective identity;
- Celebrate diversity and inclusiveness;
- Help engage citizens in civic life through the enhancement of culturally-enriching places to socialize and enjoy public events;
- Contribute to the creation of an urban environment that stimulates creativity and innovation, and helps to attract and sustain a creative workforce;
- Help develop the local economy by nurturing local artists and other arts-related businesses and by attracting cultural tourists.

### **2.0 Program Goal**

The goal of the initiative to be known as Temporary Art in Public Places, is to broaden the scope and appeal of the Public Art Program. Temporary Art in Public Places will:

- Help animate Kelowna's public spaces –a constantly changing, continuing variety of installations will add a dynamic element to Kelowna's urban environment;
- Enhance the Public Art Program's profile by providing opportunities for emerging and established local artists, and established national and international artists to feature work through temporary projects;
- Promote the appreciation of contemporary arts practices; and
- Foster a sense of community through the sharing of common experiences focused on public art.

A minimum of one project per calendar year will be initiated by KAG. More projects can be initiated pending availability of KAG resources. A project can carry over into the year succeeding the year in which the project was initiated.

### **4.0 Program Budget**

The annual budget for Temporary Art in Public Places will be \$30,000. The money will be held by the City and released to KAG for reimbursement of expenses incurred, upon receipt of substantiating invoices. An initial payment of \$5,000 at the beginning of each project will be made to KAG to cover preliminary costs.

### **5.0 Temporary Public Art Locations**

All temporary public art (Work) will be located on City-owned property. Locations will be identified by KAG on a project-by-project basis. The City will coordinate with the KAG curator to obtain any permits,

permissions, or licenses as necessary. The City will have the right of refusal to allow any Work on City property.

## **6.o Type and Duration of Installations**

Work includes, but is not limited to, two- and three-dimensional art, digital media such as video projections, ephemeral and environmental art, as well as performance art and projects that welcome the active participation of members of the public. The duration of any installation will not exceed 12 months.

## **7.o Selection and Evaluation Process**

The development of projects and the criteria and format for selection of artists will be by the KAG curator according to a curatorial process. This process can vary and will be determined by KAG on a project-to-project basis.

## **8.o Documentation**

Thorough documentation will be necessary to justify the expenditure of City resources, to honour the contributing artists in an ongoing way, and to offer inspiration to others who may want to explore a non-traditional approach to public art. To this end, all projects will be documented to help assure a lasting legacy for the community.

Documentation will be the responsibility of KAG. All documentation will be transferred to, and owned by the City.

## **9.o Communications and Community Engagement**

Communications and community engagement, using whatever media is deemed appropriate to a project, will be the responsibility of KAG. KAG will also be responsible for any interaction with news media. The City will make its website resources available for background on the program, promotion of current projects, and for profiles of completed projects. Management of the City website will be by City staff based on information provided by KAG.

## **10.o Ownership**

Works of art (Work) generated under the Temporary Art in Public Places Program will be owned by the respective artists.

## **11. Loss or Damage to Works, Limitation of Liability & Insurance**

The City will reimburse the artist for costs for actual labour and material used to repair, restore, or recreate the Work. Neither the City nor KAG will provide insurance coverage for loss or damage to a Work.

The total expense reimbursed by the City for repair and restoration shall not exceed \$2,500 for any Work, installation, or site included in this Program.

Reimbursement by the City for repair and restoration shall not be paid for any Work that is ephemeral, or damaged from wear and tear, intended or expected human or wildlife interaction, or expected weather and environmental conditions.

The actual costs to replace, fully repair or restore a Work will be determined upon acceptance of an artist's proposal by KAG, including substantiating documentation demonstrating the value of materials used and the Artist's hourly rate for labour costs.

The value of a Work for reimbursement purposes will not include any value associated with intellectual property rights or any amount deemed by the Artist to be value-added due to the Artist's skill and/or reputation as an artist beyond the hourly rate agreed to upon acceptance of the proposal

In no event shall the City be liable for any indirect, special, incidental, consequential, or punitive damages including, but not limited to damages for loss of profit or revenue.

Insurance coverage for a Work is at the sole discretion of the Artist or owner of the Work.

### **11.o Reporting**

KAG will provide a brief description of proposed projects, in writing to the City, prior to contracting the Artists of the respective Works.

KAG will also provide an annual report to the City at the end of each calendar year. The report will:

- summarize the status of all projects completed during the calendar year, and any projects in progress that are being carried forward;
- a summary of expenses for each project and;
- a brief description of anticipated project(s) for the coming year.

The report will be due no later than 30 calendar days following the end of the calendar year to which the report applies.

In conjunction with the report, any issues regarding Temporary Art in Public Places will be reviewed by KAG and City staff with the aim of achieving and maintaining a high level of program effectiveness.

The information in the KAG report and any suggestions from staff to revise any aspect of the program will be highlighted in the annual Report to Council on the Public Art Program. Council will have an opportunity at that time to review Temporary Art in Public Places and to direct staff with respect to the program.

### **12. Termination of Partnership**

Either party can terminate the partnership with 90 days' written notice with cancellation of the partnership to be effective upon completion of all outstanding projects.

### **End of Terms of Reference**