

Community Public Art



2012 Application Form

**APPLICATION DEADLINE FOR 2012:
3:00 p.m. Pacific, FRIDAY, DECEMBER 9, 2011**

PLEASE TYPE DIRECTLY ONTO THIS FORM OR PRINT IN BLACK INK. You must submit a hardcopy application; emailed applications will not be accepted. As all application materials will be photocopied for the Public Art Committee, **please provide your entire application on 8.5 x 11" sized paper and do not staple or bind the pages in any way in folders or covers.**

1. Project Name *(pick a working title if your project does not have a name)*

2. Contact Name for Project

Name:

Address & Postal Code:

Phone:

Fax:

Email:

3. Non-profit Sponsoring Group

Name:

Address & Postal Code:

Phone:

Fax:

Email:

4. Contact Name for Sponsoring Group

Name:

Address & Postal Code:

Phone:

Fax:

Email:

5. Describe your project - (*concept, location etc - be specific*)
SKETCHES, PHOTOS OR OTHER 2D VISUAL MATERIALS ENCOURAGED AS ADDITIONAL ATTACHMENTS (see checklist on page 8) MAXIMUM ONE PAGE

6. How does your project meet the Community Public Art Program goals (see *Guidelines*) MAXIMUM ONE PAGE

7. Activity Schedule

(what will you be doing and when? Allow for unexpected delays) MAXIMUM ONE PAGE

8. Community Participation

(who will be working together on this project- artist, groups, individuals - and how will you make this project inclusive?) MAXIMUM ONE PAGE

9. What type of maintenance will the artwork require?

(expertise, equipment, materials needed, plus information regarding frequency of maintenance and estimated costs, consider vandalism, weather, etc)

10. PROJECT BUDGET (please do not write in shaded areas)

Revenues		Details	Amount	
Non-City Grants				
Other Cash Donations & Monetary Contributions				
TOTAL MONETARY CONTRIBUTIONS FROM OTHER SOURCES			(1)	
TOTAL VALUE OF VOLUNTEER HOURS*			(2)	
<i>* time contributed by individuals who are not paid staff of the applicant or sponsoring organization at \$10 per hour</i>				
Expenses		Details	Exp paid in cash	Exp contributed in-kind *
<i>*Estimated values</i>				
Artist Fees				
Materials (incl. HST)				
Fabrication and installation costs (contractors, equipment etc.)				
Community participation costs (events, publicity, venues, etc.)				
Documentation costs				
Permits & insurance costs				
Contingency (min. 10%)				
Coordination/project management fees				
Other				
TOTAL EXPENSES TO BE PAID IN CASH			(3)	
TOTAL EXPENSES CONTRIBUTED IN-KIND				(4)
DEMONSTRATED COMMUNITY SUPPORT [this amount must equal or exceed the amount requested in line (7)]			Total monetary contributions from other sources (1) + total value of volunteer hours (2) + total in-kind contributions (4)	\$ _____
TOTAL PROJECT EXPENSES = (cash exp)(3) + (in kind exp)(4)				(5)
LESS CASH FROM OTHER SOURCES (1)				(1)
NET PROJECT COSTS = (total proj exp)(5) less (cash)(1)				(6)
AMOUNT REQUESTED (not more than 50% of net project costs (6) up to \$10,000)				(7)

11. Proposed project start and finish dates: (if your project will take more than one year to complete please provide details here)

Start:

Finish:

12. Contact information for participating groups *(use separate sheet if needed) - you will need to provide letters of commitment from all groups*

NAME OF GROUP	CONTACT PERSON	PHONE/FAX	EMAIL

Please have the Project Coordinator or Contact Person read the following and sign:

I certify to the best of my knowledge that the information provided in this application is accurate, complete and endorsed by the group I represent. I understand that any information submitted as part of this application is public information, with the exception of personal contact information.

Print Name and Date:

Signature:

Please provide the following documents with this application:

- Résumé for artist/coordinator
- Letters of commitment from Participating Groups (as listed in Section 12).
- Sketches or materials supporting the Project Description (in Section 5).

Please submit this application form and supporting documents by **3:00 p.m. Pacific, FRIDAY, DECEMBER 9, 2011** to:

2012 Community Public Art Program
c/o Recreation & Cultural Services, Capri Centre Office
133 - 1835 Gordon Drive, Kelowna, BC V1Y 3H4

APPLICATIONS WILL NOT BE ACCEPTED BY EMAIL

Memorandum of Understanding Community Public 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 and address of sponsoring organization*

(the Sponsor)

Whereas:

- A. The City has established a Public Art Fund and appointed a Public Art Committee to provide recommendations on the expenditure of the Public Art Fund;
- B. The City has established a Community Public Art Program and requested proposals for Community Public Art projects for 201x;
- C. The Public Art Committee has recommended the proposal (the Proposal) submitted by the Sponsor for *name of project*: (the Project), as a Community Public Art Project for 201x; and
- D. City Council has approved the recommendation of the Public Art Committee to fund the Project from the Public Art Fund;

Therefore:

The Memorandum of Understanding (MOU) set out herein between the City and the Sponsor 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 Sponsor.

name of sponsoring organization will:

- a) provide documentation to the City verifying that the Sponsor 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 Sponsor's use of and presence on the site, the construction of the Project, failure by the Artist and/or Sponsor to pay for labour and materials, contamination of the site resulting from the Project, breach or default by the Artist and/or Sponsor under this agreement, or any wrongful act, omission, or negligence of the Artist and/or Sponsor;
- 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 as set out in Appendix A and to otherwise communicate on a timely basis with the City regarding the progress of the Project; and
- k) facilitate access to the Project site or other locations where Project work is being done, for the Public Art Coordinator, other City staff, and the Public Art Committee, as requested by the Public Art Coordinator
- 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 Sponsor 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 Sponsor, 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 Sponsor immediately of the changes required to complete the report;
- b) any communication by the Sponsor 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, Sponsor, and/or a professional conservator in making its decisions regarding maintenance;

- e) the Artist and the Sponsor 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 Sponsor violates or fails to comply with any provisions of this agreement, the City may give the Sponsor 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 Sponsor's rights under this agreement. The notice of termination may require removal of the Project and restoration of the site at the Sponsor'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 Sponsor 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:
 - *title of sponsoring organization's contact*
 - Public Art Coordinator, 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 sponsoring organization:

Date: _____ Authorized Signatory: _____

Print name: _____

By the City of Kelowna:

Date: _____ Authorized Signatory: _____

Print name: _____

APPENDIX A TIMELINES AND DELIVERABLES

PHASE 1: Upon execution of this agreement:

amount to be paid by the City to the Sponsor upon receipt from the Sponsor of:

- a) verification that matching support in the form of cash and/or in-kind donations is in place;
- b) proof of insurance;
- c) proof of incorporation as a Society;
- d) a copy of the Sponsor's most recent Annual Report or other evidence that the Sponsor is in good financial standing; and
- e) a copy of a resolution from the Sponsor authorizing execution of this agreement.

PHASE 2:

By *date*, the Sponsor 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 donations;
- 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 *amount*.

Upon receipt and acceptance of the progress report, the City will pay the Sponsor \$*amount*.

PHASE 3:

By *date*, the Sponsor 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 *amount* .