

Active Living & Culture Grants Community Art Guidelines

Open Intake: Applications can be submitted at any time.

These guidelines have been revised in June 1, 2023 – 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:

Cultural Services
Phone: 250-470-0640
culture@kelowna.ca

Community Art Grants
City of Kelowna Cultural Services Branch
101-1360 Ellis Street
Kelowna, BC V1Y 2A2
HOURS: Monday to Friday, 8:00 a.m. to 4:00 p.m.

CITY OF KELOWNA ACTIVE LIVING & CULTURE DIVISION

CORE PRINCIPLES:

The City of Kelowna's Active Living & Culture Division administers a number of grant programs and services for the community which:

- encourage active healthy lifestyles
- build strong neighbourhoods
- nurture lifelong participation in sport
- enhance cultural vibrancy
- facilitate development of events
- enhance social sustainability
- support effective management and operation of sport, recreation and cultural facilities

Organizations seeking funding support from the City of Kelowna through any of the grant programs administered by the Active Living & Culture Division should be aware of and aligned with one or more these core principles.

VALUES:

Any organization supported by the City of Kelowna will commit to the following values:

- accessibility, diversity and inclusion: the organization will not unreasonably exclude anyone by reason of religion, ethnicity, gender, age, sexual orientation, language, income
- accountability and fiscal responsibility: using resources effectively and efficiently
- innovation: being leaders in finding new solutions
- optimizing value: generating more value and impact from existing resources
- partnerships and collaboration: working with others to leverage energy, talent and resources

The Community Art Program is one of many grant programs provided by the City of Kelowna. Information about other grant opportunities is available on the City's website: kelowna.ca/grants

1.0 COMMUNITY ART PROGRAM OBJECTIVES AND DESCRIPTION

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)

The objectives of the Community Art Program are:

- 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; and
- Reflect the diversity, need and ambitions of the larger community.

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.

All projects must be publicly accessible and be documented in a format that can be shared in a public setting and retained as an 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 1.2 Eligibility).

1.2 Eligibility:

To participate in this program, applicants must:

- Be a professional or emerging artist or a group or collective of professional practicing or emerging artists*, who are Canadian citizens or permanent residents; **OR** 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
- Be physically located or reside in Central Okanagan (however the project activities being proposed must occur 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 financial management systems in place (e.g. a bank account, proper financial records); and
- 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.

1.3 Ineligible applicants are:

- Public or private educational institutions (schools, universities, colleges, training organizations);
- Students or teachers who propose a project leading to academic credit; or
- 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.

1.4 Eligible activities and 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); or
- 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

Grants are available for up to 100% of the total project cost, to a maximum of \$5,000.

Projects must be completed within 12 months of the grant award unless alternate arrangements are made with City staff.

1.5 *Ineligible expenses and activities are:*

- Activities or products with a political, religious, fundraising or commercial purpose;
- Capital improvements;
- Purchase of property, capital 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 that take place 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
- Projects that will directly or indirectly lead to acquiring academic courses or credits.

2.0 APPLICATION PROCESS

The application process is now online and can be found on the [City's website](#).

Artists or organizations considering submission of an application are encouraged to do the following prior to completing an application form:

- Review these guidelines;
- Contact City staff to discuss your project idea:
 - Christine McWillis, cmcwillis@kelowna.ca, (250) 470-0640
 - Sara Thirnbeck, sthirnbeck@kelowna.ca, (250) 469-8474

Eligible applicants will answer a series of prescreening questions using the online system before completing a full project application to ensure the project is eligible.

Only online applications will be accepted. If you are having problems with the online system, please contact culture@kelowna.ca for support.

We are committed to ensuring equitable access to our submission process. Applicants are invited to contact culture@kelowna.ca with questions or comments. Please ensure you receive email confirmation upon submission.

3.0 ASSESSMENT CRITERIA

The criteria listed below and in Schedule 1 represent 'good' practices for project development and

delivery. Assessment will be based on the degree to which the project meets the criteria, based on the information provided.

All projects are unique, the assessment criteria provide an objective framework within which the project's feasibility and impact can be considered, and form the basis for constructive feedback to the applicant.

Criteria are grouped in three categories:

- Community Art Objectives (40%) – the project encourages broad-based community participation and publicly accessible quality art with community benefit, through collaborative efforts and lead by a strong artistic leader enhances a sense of community, the art reflects community needs and ambitions.
- Project Management and Design (40%) – project design and delivery is consistent with the program guidelines, appropriate human and financial resources are available and appropriate mechanisms are in place to support the successful management of the project.
- Project Outcomes (20%) – participation by the community in the creation of the artwork (beyond viewing the final product) with strategies to reduce barriers to participation, clearly described outcomes, a mechanism for project evaluation and a lasting legacy for the community.

Detailed criteria are listed in Schedule 1 of these guidelines.

4.0 ASSESSMENT OF APPLICATIONS

4.1 Review Process:

Staff Review

- Applications will be adjudicated by no less than two City of Kelowna staff who are knowledgeable of the program objectives and these guidelines.
- Adjudication by staff review will take place within 30 days of receiving the application.

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

4.1 Interview:

Following completion of the review process, applicants may be contacted to discuss the evaluation, build understanding about how the applicant will address any concerns arising, and engage in a broader dialogue about the project.

4.2 Notification and Distribution:

Applicants will receive email notification of evaluation results within 14 days following adjudication.

Funds will be disbursed in phases in accordance with the signed Memorandum of Understanding.

4.4 Request for Clarification/Request for Reconsideration

Applicants who do not agree with a funding notification may request further clarification from staff, or if still in disagreement after clarification, may make a formal request for reconsideration by the Director of the Active Living & Culture Division. In the event of a formal request for reconsideration, the City may delay distribution of some or all of the funds in this program until all of the funding decisions have been resolved.

4.5 Final Report:

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

1-3 high quality photographs of the art and/ or process must be submitted with the Final Report. These photos must be accompanied by photo release waivers from both the photographer and people in the photographs, giving the photo to the City of Kelowna and allowing the City to use them in future promotional materials (sample waivers are available).

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 (see 4.0)	Within 14 days of adjudication	As per the Memorandum of Understanding	Within 60 days of project completion

6.0 CONDITIONS OF FUNDING

6.1 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 will be project specific and 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;
- To create and implement a plan to engage the broader community in the creation of a work of art;
- Ensure that artist(s) is fairly compensated and that fees are paid on time and at the agreed

- upon amounts;
- 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;
- Extend an invitation to the City representative to attend activities associated with the project;
- Provide materials and information as requested for documentation of work in progress and the completed work; and
- Fulfill all terms and conditions of funding.

6.2 Terms and Conditions of Funding

The conditions below will apply to any individual or organization 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 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 (if applicable) 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 before commencing work;
- 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 personal 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 artist, artist collective or 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.

8.o CONTACT INFORMATION

Staff: Sara Thirnbeck, Community Development Coordinator, Cultural Services
Phone: (250) 470-8474
Email: culture@kelowna.ca

SCHEDULE 1 – 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 project supports local leadership in community art projects while respecting the role of artists and other design professionals.
	The project reflects the diversity, needs and ambitions of the larger community.
Project Management and Design 40%	The project concept is well described, specific, realistic and easily understood. The project is likely to happen as described.
	There are sufficient human resources to support the project and the project budget. There is a link between the project and the type of organization/ groups involvement. Key stakeholders have been identified and are committed to the project.
	The project engages the broader community through the creative process and there is a strong plan to build interest in participating.
	The project has an achievable timeline, a clear plan to deal with the project logistics and there is a plan for the resulting art work to be properly maintained or preserved at a reasonable cost.
	The project budget is reasonable; the proposed use of grant funds is consistent with the program objectives and description.
Project Outcomes 20%	The applicant has specific and achievable goals and 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 and shared with the general public.
	The overall project furthers the concepts of community art and is determined to have overall benefit to the community.

APPENDIX A

Memorandum of Understanding (SAMPLE)

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 202X;
- 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 202X; 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;
- a) The artist agrees to not take any action, or permit any collaborators; to take any action which is intended, or would reasonably be expected, to harm the City's reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to the City; provided, however, the foregoing limitation shall not apply to compliance with any legal process or statements made in response to authorized inquiry from a court or regulatory body; and
- b) invoice the City for all funds payable by the City pursuant to this agreement to a maximum of \$xxx;
- c) pay on a timely basis, the Artist, all suppliers, and any other providers of services and/or materials associated with the Project;
- d) manage the Project and the work of the Artist to ensure that the timelines as outlined in Appendix A are met;
- e) 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;
- f) facilitate access to the Project site or other locations where Project work is being done, for City staff; and
- g) 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.