

City of Kelowna Artist in Residence Program Guidelines



1. Artist in Residence Program

1.1 Program Outline

The Artist in Residence Program is meant to broaden Kelowna's experience with arts and culture and stimulate thoughtful conversation on local topics. This project is in response to City Council's Priorities of animating parks and public spaces and to increase social inclusiveness. This program aligns with the [2020-2025 Cultural Plan's](#) Goal #8 "Share our Story" and Goal #9 "Broaden the Reach".

The City of Kelowna requests expressions of interest from artists to apply to be the City of Kelowna's 2022 Resident Artist. This is the third iteration of the program for the City and would involve the artist:

- engaging with the community in the context of arts and culture;
- creating a work(s) of art for the City (temporary or permanent);
- addressing, in some manner, the topic of social inclusion through community engagement and the work(s) of art.

For the purposes of this program, "the Artist" may be: an individual artist or collective of artists working in interdisciplinary art, social practice art, digital or electronic art, installation, visual art (photography, film and video, painting, print-making, drawing, sculpture, crafting), performance arts (theatre, dance, etc.), music (creation, production, performance) or writing. The work(s) of art created and the community engagement may fall into any of these categories or multiple categories.

The Artist will be expected to commit to an average of 20 hours a week for 10 weeks. The Artist will be an independent contractor of the City and will invoice the City for an all-inclusive fee of \$12,000, in a timely manner as laid out in the Memorandum of Understanding (See sample in Appendix B). This is not a live-in residency. This fee will be inclusive of housing, workspace, insurance, supplies, installation and removal fees (if necessary), and artist fees. A maximum of \$8,000 of the project budget can be attributed to artist fees.

The Artist will be selected based on review of their Expression of Interest Form and Project Proposal as they relate to the selection criteria. The selection process will occur in 2 phases, with a limited number of artists chosen to advance to Phase 2. Those advancing to Phase 2 will receive a \$500 honorarium for the additional work to prepare a detailed project proposal and budget.

After Phase 2, the Artist chosen as the City's Artist in Residence will be required to enter a Memorandum of Understanding (MOU) with the City of Kelowna that will further outline the payment schedule, details of ownership of the work(s) of art, time the work(s) will be on display, additional support provided by Cultural Services staff, and all other relevant details that are beyond the scope of this document when not knowing the nature of the project.

The Artist will be expected to dedicate a portion of their weekly hours to setting up the logistical aspects of the project and working with relevant stakeholders, as well as committing time to the community engagement portion of their project.

Cultural Services staff will be available to assist the selected Artist in Residence in connecting to other City departments, with some marketing and promotion of the program and will be able to provide some basic support, but the expectation will be that the artist is leading the project. The details of support provided will be further outlined in the MOU.

1.2 Program Timeline

| | |
|---|--|
| Program Information Sessions | March 2 and March 3, 2022 |
| Expression of Interest Form Deadline | March 28, 2022 |
| Notification of Advancement to Phase 2 | April 8, 2022 |
| Project Proposal Deadline (Phase 2 artists only) | May 3, 2022 |
| Interviews with Phase 2 Artists | May 12, 2022 |
| Notification of Final Selection | May 17, 2022 |
| Artist in Residence Contract Begins | June 15, 2022 |
| Artist in Residence Contract Ends | By December 31, 2022 (project dependent) |

2. Objectives and Outcomes

2.1 Artist in Residence Program Goals

This program will provide impactful, quality work and services, and contribute to the realization of the City's cultural vision. The objectives for this program are to support an artist whose project is committed to the advancement of the [2020-2025 Cultural Plan](#) goals and strategies. The strategies this program is advancing are:

- *Strategy 1.3:* Promote fair wages for arts professionals and support strategies aimed at attracting skilled creative workers and enterprises to Kelowna
- *Strategy 3.3:* Animate community spaces with quality and accessible public art
- *Strategy 6.5:* Increase the number of new and innovative artistic experiences offered in Kelowna
- *Strategy 8.2:* Build broader and deeper relationships with audiences
- *Strategy 9.2:* Encourage participation in the arts as a method of provoking thoughtful conversations about local issues
- *Strategy 9.3:* Support cultural programming that promotes social inclusion and addresses important social issues
- *Strategy 10.1:* Facilitate dialogue and collective action between people with similar interests

2.2 Artist's Outcomes and Deliverables

The Artist will be expected to:

- Incorporate the community in some aspect of the program. This community engagement may be done in many different ways. For example, it could be through workshops, inclusion of social commentary in the work(s) of art, assisting in the creative process* or production of the art or

any other way that the artist feels would suit themselves, the project and the artistic discipline(s) they are working in**;

- Develop and showcase one or more works of art (of any discipline); and
- Incorporate the topic of social inclusion in both the community engagement and the work(s) of art.

*The community engagement is not required to be a part of the creative process. The artist may choose to do so, but it is not mandatory. The creative process is at the artist's discretion.

**Simply creating a piece to be viewed by the public or allowing the public to view the creation of the piece is not sufficient community engagement for this program.

3. Program Eligibility

3.1 Eligible Individuals

To be eligible, the artist must:

- be legally entitled to live and work in Canada for the duration of the residency;
- be an individual professional artist or a group or collective of professional practicing artists*, who are Canadian citizens or permanent residents;
- have their primary residence in Regional District of the Central Okanagan for at least 1 full year before applying and for the duration of the contract (Lake Country, Kelowna, West Kelowna and Peachland).

Depending on the nature of the community engagement activities, the selected artist may be required to provide a Criminal Record Check including a Vulnerable Sector Screening. The results of the check must be acceptable to the City of Kelowna at its sole discretion.

This program welcomes submissions from under-represented artists of all backgrounds including, but not limited to, Indigenous, Black and racialized persons; refugee, newcomer and immigrant persons, two-spirit, LGBTQ+ and gender non-binary persons, persons with DiverseAbilities and those on low-incomes or living in poverty.

Successful artist(s) will be required to obtain a City of Kelowna Business License. The fee for this is an eligible expense within the program budget.

The Artist and any people involved in delivering the community engagement component(s) must provide verification that they are fully vaccinated against COVID-19 in the performance of this work with the City when these work location conditions exist:

- it is indoors at a City-operated facility, and
- it is in a shared physical space with City employees.

*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.

3.2 Project Eligibility

3.2.1 Eligible projects:

To be eligible, the project must:

- Be definable with clear objectives and deliverables;
- Have the community engagement occur in Kelowna;
- Have a distinct start and end to the project;
- Have the work(s) of art accessible by citizens of Kelowna (the means of accessibility can be based on artistic discipline chosen, i.e. in person, online, print, etc.); and
- Address the topic of social inclusion.

3.2.2 Ineligible projects:

The following projects and expenses are not eligible:

- A project that is ongoing and/or considered part of the artist's normal course of employment;
- Expenses for capital purchases, such as buildings or property, or for capital development such as studio renovations;
- Activities or projects undertaken to fulfill credit or thesis requirements;
- Fundraising activities; or
- Expenses incurred prior to the contract start date.

4. Selection

4.1 Selection Process

The selection process will work in two phases.

In Phase 1 artists will submit their Expression of Interest Form and supporting documents through the City of Kelowna online platform for review by the Selection Panel (See Section 4.2).

The Selection Panel will then select up to 3 artists to advance to Phase 2, where they will prepare a full project proposal and budget, as well as interview with the selection panel. Artists selected to advance to Phase 2 will receive an honorarium of \$500.

From Phase 2 Project Proposals and interviews, the Selection Panel will make their final recommendation to the Divisional Director of Active Living and Culture for final approval.

4.2 Selection Panel

The Selection Panel will be chosen by the City of Kelowna's Cultural Services staff. It will be composed of members of the creative sector in Kelowna, relevant stakeholders and City of Kelowna Staff.

5. Phase 1: Expression of Interest

Phase 1 of the program is the evaluation of the artist and their suitability for the program. It also gives the applicant a chance to briefly give an overview of their proposed project. For 2022, there will be a

requirement to demonstrate how the project could be modified or delivered given changing COVID-19 safety protocols and restrictions.

Expressions of Interest Forms are assessed based on the information submitted by the artist. Applicants should include information that demonstrates their ability to meet the assessment criteria.

5.1 Phase 1 Assessment Criteria

The following criteria will be used to evaluate the Expression of Interests:

- Demonstrated artistic experience;
- Demonstrated suitability for a project of this scope and size;
- Demonstrated ability to work independently and to engage creatively and collaboratively with a variety of different populations;
- Demonstrated artistic excellence, quality of work and innovation;
- Interested in and informed about topics in social inclusion. Demonstration of strong communication skills and evidence of appropriate sensitivity to social topics.
- Demonstrated ability to engage with the public and other stakeholders;
- The project is clearly defined with distinct objectives and deliverables
- Demonstrated evidence of responsibly completing projects on time and on budget

5.2 Phase 1 Submission Components

5.2.1 *Required components:*

Expression of Interests will be received through the City of Kelowna online application platform and the applicant will be required to submit:

- An Artist Statement of Interest
Maximum of 1,000 words, outlining artist's interest in the program and the social topics outlined. Also speak to your artistic practice and how you believe it would fit in the Artist in Residence program.
- Artist Resume
Maximum of 3 pages, include artistic and community engagement activities from the past 12-24 months.
- Samples of work
Maximum of 10 images, audio files, video files or samples of writing that demonstrate your qualifications for this project. If applying as a collective of artists, submit documents that are from previous collaborative works, if possible.
- Project Description
Maximum of 1,000 words that provides a brief overview of your project, including the artistic outcomes, community engagement and incorporation of social topics. Ensure that the project is definable with clear objectives and deliverables. If applying as a collective of artists, please outline the respective roles of each artist in the project

5.2.2 *Optional components:*

In addition to the required materials above, applicants will be provided the opportunity to include:

- Published support material
Materials such as critical reviews, news clippings or website articles on yourself or your previous work that is relevant to your proposed project.
- Other supporting materials
Any other materials that you believe would support your case to be selected as the City of Kelowna's Artist in Residence, to a maximum of 3 pages (additional pages will be removed).

5.3 Phase 1 Submission

The deadline for submission of the Expression of Interest and supporting documents is **March 28, 2022 11:59 p.m. PST**. The Expression of Interest is available on the City's new online application platform. Please visit the [online application platform](#) for more details.

Incomplete applications will be ineligible for consideration.

5.4 Phase 1 Notification

Artists selected to advance to Phase 2 will receive email confirmation by April 8, 2022. Those who have not been selected to advance will not be contacted.

6. Phase 2: Project Proposal

Phase 2 is only open to Artists selected to advance and will be an evaluation of the project and demonstration of a feasible plan to complete the project. For 2022 there will be a requirement to demonstrate how the project could be modified or delivered given changing COVID-19 safety protocols and restrictions. The interview during this phase will serve as an additional assessment of the artist and the proposed project.

All artists or artist collectives invited into Phase 2 will receive an honorarium of \$500. If applying as an artist collective, the collective will receive an honorarium of \$500 in total.

6.1 Phase 2 Assessment Criteria

The following criteria will be used to evaluate projects:

- The potential quality and the impact on the community of the work(s) of art;
- The incorporation of the engagement with the work(s) of art. The depth and quality of the community engagement including consideration for COVID-19 restrictions.
- The respectful and ethical practices used in the community engagement ;
- The project is clearly defined with distinct objectives and deliverables;
- The innovation of the project;
- The degree to which the project expands Kelowna's understanding of artistic practices;
- The incorporation of the topic of social inclusion in the work(s) of art and the community engagement;
- The responsible use of the project budget, including adequate allocation of artist fees
- The feasibility of the project and the likelihood it can be completed as described in the proposal.

The applicant should consider how their proposed project meets the project assessment criteria. Include as much information as needed in the project proposal and budget to explain the project and how it meets those criteria.

6.2 Phase 2 Submission Components

Those projects advanced to Phase 2 will be required to submit, through the online application platform, the following information:

- A detailed project proposal;
- A detailed project budget; and
- 2 reference letters demonstrating the artists ability to complete the project as described and/ or support provided for the project if selected.

6.3 Phase 2 Interviews

The interviews with the selection panel will serve as an additional evaluation component of the project. The applicant will be expected to answer questions regarding their Expression of Interest Form and their Project Proposal. The interviews will take place in May. The exact time and date of the interview will be determined closer to the date of the interviews.

6.4 Phase 2 Submission

The deadline for submission of the detailed project proposal and budget is **May 3, 2022, 11:59 p.m. PST**. Further details will be provided to artists who are selected to advance to Phase 2.

6.5 Phase 2 Notification

Applicants selected to advance to Phase 2 will receive notice of the final decision by May 17, 2022.

If your project was not selected, Cultural Services staff may connect with you for the opportunity to share your project with other relevant City initiatives.

7. Funding

7.1 Use of Funds

The artist agrees to undertake the project and use project funds as described in the project proposal, project budget and in the Memorandum of Understanding with the City of Kelowna (See Appendix B for a sample).

The Artist in Residence must submit written notification to the Cultural Services Manager of a fundamental change in the project and/or use of funds and the new proposal – including the usage of funds unexpectedly remaining – prior to spending any of the funds on a new or revised purpose. If the project cannot be completed as proposed, and a suitable alternative cannot be reached between the artist and the Cultural Services staff, the remaining funds must be returned.

7.2 Reporting

The Artist in Residence will be required to provide a progress report and Final Report as outlined in *Appendix B: Timeline and Deliverables*.

8. Submission Details

Eligible applicants will submit the Expression of Interest form using the online application platform by the program deadline, **11:59 p.m. PST, Monday, March 28, 2022.**

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

Please ensure you receive email confirmation upon submission.

Incomplete or late applications will not be accepted. Submission of an application does not guarantee selection.

9. Contact Information

Cultural Services Branch

Address: 101-1360 Ellis Street
Kelowna, BC V1Y 2A2

Hours: Monday – Friday, 8 a.m. to 4 p.m.

Phone: (250) 469-8650

Email: culture@kelowna.ca

Appendix A: Scoring of Assessment Criteria

Phase 1 Assessment Criteria

| Criteria | Marks Available |
|---|-----------------|
| Demonstrated artistic experience | 10 |
| Demonstrated suitability for a project of this scope and size | 10 |
| Demonstrated ability to work independently and to engage creatively and collaboratively with a variety of different populations | 10 |
| Demonstrated artistic excellence, quality of work and innovation | 10 |
| Interested in and informed about topics in social inclusion. Demonstration of strong communication skills and evidence of appropriate sensitivity to social topics. | 15 |
| Demonstrated ability to engage with the public and other stakeholders | 15 |
| The project is clearly defined with distinct objectives and deliverables | 15 |
| Demonstrated evidence of responsibly completing projects on time and on budget | 15 |

Phase 2 Assessment Criteria

| Criteria | Marks Available |
|---|-----------------|
| The potential quality and the impact on the community of the work(s) of art | 10 |
| The incorporation of the engagement with the work(s) of art. The depth and quality of the community engagement including consideration for COVID-19 restrictions. | 10 |
| The respectful and ethical practices used in the community engagement | 10 |
| The project is clearly defined with distinct objectives and deliverables. | 10 |
| The innovation of the project | 10 |
| The degree to which the project expands Kelowna's understanding of artistic practices | 10 |
| The incorporation of the topic of social inclusion in the work(s) of art and the community engagement | 10 |
| The responsible use of the project budget, including adequate allocation of artist fees | 15 |
| The feasibility of the project and the likelihood it can be completed as described in the proposal. | 15 |

APPENDIX B – Sample Memorandum of Understanding

Memorandum of Understanding

(SAMPLE) Artist in Residence Program

This agreement made the _____ day of _____ 20xx

Between:

CITY OF KELOWNA

a municipal corporation having its offices at 101 - 1360 Ellis Street,
Kelowna, British Columbia

V1Y 2A2 (the City)

And: *Name of and address of Artist(s)*

(the Artist)

Whereas:

- A. The City has established an Artist in Residence Program and requested proposals for resident artists for 20xx; and
- B. A selection panel has recommended the project proposal (the Project) submitted by the Artist as the resident artist for 20xx.

Therefore:

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

The Artist will:

- a) demonstrate proof of insurance with the City listed as an additionally named insured, satisfactory to the City, prior to commencing work on the Project (template to be

- provided);
- b) obtain a City of Kelowna Business License. The fee is an eligible expense within the program budget;
 - c) abide by all applicable by-laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction over the Project or the site;
 - d) provide verification that they are fully vaccinated against COVID-19 in the performance of this work with the City when it is indoors at a City-operated facility, and/or it is in a shared physical space with City employees. This applies to all people involved in the public engagement component of the project;
 - e) provide a clear criminal record check and vulnerable sector screening, completed within the last 6 months (at the Artist expense), prior to commencing work on the Project;
 - f) not assign or transfer any interest in this agreement or the Project without the prior written consent of the City;
 - g) 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 Artist's use of and presence on the site, the construction of the Project, failure by the Artist(s) to pay for labour and materials, contamination of the site resulting from the Project, breach or default by the Artist(s) under this agreement, or any wrongful act, omission, or negligence of the Artist(s);
 - h) on a timely basis, invoice the City for all funds payable by the City pursuant to this agreement to a maximum of \$12,000;
 - i) pay on a timely basis, all suppliers, and any other providers of services and/or materials associated with the Project;
 - j) manage the Project to ensure that the timelines as outlined in the Timelines and Deliverables are met;
 - k) use funds as they were prescribed for use in the project proposal and budget;
 - l) provide interim and final reports and any other documentation to the City set out in Timelines and Deliverables and to otherwise communicate on a timely basis with the City regarding the progress of the Project;
 - m) provide notification of dates/times/location of all public activities related to the project to City staff;
 - n) facilitate access to the Project events, activities, site or other locations for City staff; and
 - o) create original artworks and not infringe upon any copyright.

The City will:

- a) upon receipt of the invoices and satisfactory progress reports, pay to the Artist the full amount of the funds pursuant to this agreement to a maximum of \$12,000, provided that there is full compliance with all of the other terms of this agreement;
- b) the City will designate a contact person for the Artist to direct all inquiries to. This contact person will be able to, as needed, direct the to different departments within the City, book meeting rooms, post information on the City's website, assist in marketing of the program and events and other support as needed and at the discretion of the City.

The parties also agree that:

- a) all progress reports will be submitted 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 Artist immediately of the changes required to complete the report;
- b) the artwork will remain on display for xx period of time xx;
- c) the artwork will be displayed in xx location xx;
- d) marketing and advertising is the responsibility Artist. The City may support advertising strategies where possible;
- e) any communication by the Artist with the public, including any media organization, with regard to the Project must have approval of the City;
- f) any communications by the Artist with City Staff or Mayor and Council, with regard to the Project, must be facilitated through the Cultural Services office;
- g) the City will have the right to alter, remove, or relocate the completed artwork;
- h) the Artist(s) 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;
- i) if the Artist violates or fails to comply with any provisions of this agreement, the City may give the Artist 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 rights under this agreement. The notice of termination may require removal of the Project and restoration of the site at the Artist's expense, or alternatively, the transfer and delivery of the artwork or work in progress to the City.
- j) copyright in the completed work will be held by the City; and
- k) All communication regarding the Project will be through:
 - *Artist's contact information*
 - Cultural Services Branch, City of Kelowna, 1360 Ellis Street, Kelowna, BC V1Y 2A2, culture@kelowna.ca, 250-469-8650

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

ACKNOWLEDGED AND AGREED:

Name of Artist(s):

Date: _____ Authorized Signatory: _____

Print name: _____

By the City of Kelowna:

Date: _____

Authorized Signatory: _____

Print name: _____

MEMORANDUM OF UNDERSTANDING - TIMELINES AND DELIVERABLES

PHASE 1: Upon execution of this agreement:

Upon execution of this agreement, \$xxx to be paid by the City to the Artist upon receipt from the Artist of:

- a) proof of insurance;
- b) a criminal record check;
- c) a valid City of Kelowna Business License;
- d) an invoice for \$xxx; and
- e) evidence that the Artist is in good financial standing.

Upon receipt and acceptance of this information, the City will pay the Artist \$xxx.

PHASE 2:

By *date*, the Artist 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 Artist \$xxx.

PHASE 3:

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

- a) photographic documentation in digital format of the completed artworks, with the appropriate waivers (template available);
- b) a summary of project activities, including data on public participation;
- c) description of project results and outcomes;

- d) a legacy piece to represent the project beyond the residency period (format of this to be determined upon selection);
- e) a final financial report indicating all revenues and in-kind donations, and expenditures;
- f) a listing of feedback the Artist has on the program moving forward; and
- g) other information requested by the City as may be applicable to the project.

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