

City of West Linn Public Art Program Policies and Guidelines

Adopted by City Council March 17, 2008

Purpose

The following guidelines for the Percent for Art Program are to:

- Provide for the appointment of representatives to art selection committees.
- Provide for a method or methods of selecting and contracting with artists for the design, execution and placement of Public Art.
- Determine the dedication and disbursement process for the Public Art Trust Fund.
- Clarify the responsibility for maintenance of public art, including any extraordinary operations or maintenance costs associated with public art, prior to selection.
- Facilitate the preservation of art objects, ethnic and cultural arts and crafts, and artifacts.
- Provide a process to de-accession art.
- Set forth any other matter appropriate to the administration of this Percent for Art Program

City Council

The City Council will review and approve the proposed project plan for each project funded by the percent for arts program. Council approval is also required for any changes to the plan.

The Council will review/approve the recommendation of the selection committee.

Selection Committee

The Mayor, with Council approval, will appoint a selection committee ("the committee") on a project-by-project basis to perform the selection and placement of Public Art. Said committee shall provide periodic project updates to the City Council.

The Committee will be comprised of the following:

- A minimum of two arts professionals (specifically excluding dealers, agents or representatives of artists applying for selection);
- Two members of the Arts Commission, one serving as chair;
- One member of the community at large or neighborhood association, if applicable;

- Two representatives of the participating department or program most closely aligned with the project under consideration;
- Additional members may be added with Council approval.

Duties and Responsibilities of the Selection Committee

- Review, evaluate, and discuss credentials, proposals and/or materials submitted by the artists.
- Via majority vote, recommend the award by the City Council or decide to further investigate 2 or 3 finalists.
- If further investigation of finalists is decided, draft list of information and/or additional materials required.
- Conclude investigation as rapidly as possible, convene for further discussion, and via majority vote, recommend that the City Council award the commission.
- If the committee cannot reach an agreement, the matter will be referred to the City Council
- The Committee retains the right to make no selection if, in its opinion, there is insufficient merit among the submissions. If this occurs, the City Council will determine whether to abandon the project, begin a new selection process or take an alternative course of action.

Criteria of Artwork

The objective of the Public Art Program is to develop a worthwhile, and varied collection of artworks that enhances enlivens and enriches the City while reflecting the values of the community. Highest quality and aesthetic experience is the primary criterion for selection of public art in West Linn. In the context of these objectives, the following guidelines apply.

- *Media* - All visual art forms and materials will be considered.
- *Style* - Artwork reflecting any school, movement, method or style will be considered.
- *Range* - Artwork may be functional or non-functional; conceptual or tangible; portable or site-specific; folk art, craft or fine art; temporary or permanently installed; borrowed or purchased.
- *Character* - Artworks must be appropriate in scale, media, and style and content to the project and environment to which they will relate.
- *Permanence* - Consideration should be given to structural and surface integrity, and should not require excessive maintenance and repair costs.
- *Design Elements* - In addition to meeting aesthetic requirements, public art may also be asked to serve as a means of defining architectural space, e.g. establish focal points, clarify identity, indicate boundaries, modify and/or enhance specific spaces.
- *Public Safety* - Artworks and art places must be free of unsafe conditions, and take into account other safety related factors.
- *Liability* - Bearing on public liability.

- *Diversity* - The Public Art Program should strive for diversity, reflecting the social, ethnic, and cultural fabric of the City.

Selection of Artists

Artistic integrity is primary. Artists will be chosen on the basis of their qualifications as demonstrated by past work, past experience with public art, and successful completion of previous projects similar in scope and demand. Selected artwork will be original work completed by the submitting artist.

Specifically excluded are works completed by students under the supervision of art instructors, or completed to satisfy course requirements.

Selection Methods

Artworks may be acquired by purchase, commission, donation, loan, or by contract with the artist as part of a design team. Artwork may also be selected for purchase on its own merit, independent of the artist. Types of selection are as follows:

- *Direct Selection* - Artist(s) chosen directly by Selection Committee
- *Limited Competition* - A small number of artists are invited by Selection Committee to submit proposals.
- *Open Competition* - All artists are welcome to apply, subject to limitations established by the Selection Committee.
- *Invitation* - Based on reputation and experience, an artist is invited by the Selection Committee and paid to develop a proposal.
- *Donation* - Triggered by a citizen offer to contribute artwork to the Public Art Program, the Selection Committee will review the work in terms of whether it satisfies stated "Criteria of Artwork" elements, and whether a suitable and appropriate site exists to exhibit the artwork.
- *Loan* - Based on the Selection Jury's knowledge that an existing artwork satisfies stated "Criteria of Artwork" elements, and is uniquely suited for a specific exhibit or purpose, the work may be borrowed from the artist or owner for that exhibit or purpose for a limited time period.

Artist Responsibilities

- Submit complete proposals as defined in project prospectus, and if selected for a commissioned artwork, be willing to sign and abide by the terms stated within a Personal Services contract with the City of West Linn.
- Execute and complete the work in a timely and professional manner.
- Maintain an effective working relationship with the project team and staff.
- Advise the committee immediately of any significant changes to the scope, material or design of the work after contract is signed (all changes must be reviewed and approved prior to completion, in accordance with the City's Local Contract Review Board Rules).
- Be responsible for all design and execution of the work, including site preparation and installation, unless otherwise stipulated in the contract.

- If an existing work is selected for a portable art collection, the artist (or owner) will, deliver the selected piece promptly.
- Ensure that it substantially and wholly is the same work whose image was reviewed by the committee.
- Provide transfer of title to the City of West Linn, a third-party substantiation of stated value.
- Release to the City of West Linn all rights to reproduction, access, and resale, with the understanding that the artist continues to hold copyright to the work.

City of West Linn Responsibilities

- The participating department will be responsible for coordination, selection and purchase of artwork for the public art program, using the procedures established and described in this policy.
- Exert reasonable efforts to ensure that any commissioned and/or purchased artwork is available for public viewing and, when available for public viewing, is displayed in an appropriate and respectful manner.
- Exert reasonable efforts to protect the artwork from theft, vandalism or other damages.
- Maintain insurance policies providing coverage for theft, vandalism or other damages to the artwork.
- Coordinate publicity and media attention for artwork.
- Prepare and monitor all tracking documents, including artist records, art inventories, etc.
- Coordinate all physical and logistical components of art installation.
- Coordinate preparation of any necessary signage, including identification labels and/or plaques.
- Assign a project number for each project to assist in accurate project accounting
- Participate in development of possible public art sites
- Draft and distribute artist prospectus, stating project goals and site plan
- Convene the committee and coordinate its work
- Prepare and monitor all tracking documents, including artist records, art inventories and contacts
- Coordinate all physical and logistical components of art installation
- Coordinate preparation of any necessary signage, including identification labels and/or plaques
- Serve as information conduit and link between artists and project managers as necessary to ensure a trouble-free project flow.
- Serve as resource, guide and counsel to the City Council and City Manager regarding planning and other issues related to the public art program
- Projects will be sited in or near the funding facility under the direction of the participating department. Selection of an alternative site requires Council approval

Ownership / Copyright / Reproduction / Resiting / Resale

- Work purchased, commissioned or accepted as a donation shall be the property of the City of West Linn.
- The City intends that the work shall remain accessible to public viewing for as long as the City owns the work.
- The City retains right to transfer work from one City-owned site to another, as it deems necessary, or to place in storage in another facility.
- After a purchase or commission is awarded, the artist / City relationship will be defined by a standard contract addressing copyright, reproduction, and resale issues.

Warranty, Loss or Damage

- Artist warrants that the work is and will be the original product of the Artist's own creative efforts and does not infringe on any third party's copyrights or other intellectual property rights.
- Regarding commissioned artwork, Artist warrants for a period of one year from the date of installation of the work, that the work shall be free of defects in material and workmanship.
- Artist shall repair or replace at the City's discretion, and at no additional cost to the City, any portion of the work that is found to be defective during the warranty period.
- The City agrees to notify the Artist of any such defect immediately upon discovery. Confirmation of notice shall be made in writing.
- Artist shall assume all risk of loss or damage to the work prior to completion and installation.
- The City shall assume all risk of loss or damage to the work after acceptance of work, provided such loss or damage is not the fault of the Artist.
- In the event of physical loss or damage to the work prior to completion and installation, the Artist shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to the City.

Non-destruction / Alteration / Maintenance

The City agrees not to purposefully destroy, damage, alter, modify or otherwise change the work in any way whatsoever. If any alteration occurs after the receipt of the work by the City, whether intentional or accidental, the Artist has the right to request that the work shall no longer be represented to be the work of the Artist.

The City shall be responsible for the proper cleaning, maintenance and protection of the work after its installation, following written instructions provided by the Artist at the time of delivery of the work.

Acceptance / Early Termination

- Representatives of the City and/or the Committee will inspect Artist's progress with commissioned work through on-site studio visits and inspection of the work after installation.

- The City may reject work and require that it be redone if it is not in conformance with this agreement and the project specifications as described in prospectus for the project. The City will accept the finished work when it conforms sufficiently to stated specifications.
- The City and the Artist, by written agreement, may terminate a commissioned artwork agreement at any time.
- In the event of termination, if Artist has not performed the work for which he has been paid, Artist shall return all or a portion of payment received to the County.

Deaccessioning

Based on criteria developed by the Committee and City Council, artworks may be released from future City ownership and offered for sale, following procedures stated above in *Ownership / Copyright / Reproduction / Resiting / Resale*.

Proceeds from sales of deaccessioned artwork may be used to fund additional purchases or commissions conforming to the *Criteria* and *Selection Methods* described above.