

STAFF REPORT

TO: Members of Shelburne Municipal Council

FROM: Val Kean, Community Development Coordinator

APPROVED BY: Trudy Payne, Chief Administrative Officer

DATE: May 25, 2021

SUBJECT: **Potential Community Art Partnership**

PURPOSE

With the goal of having a diverse range of grant opportunities the Municipality of the District of Shelburne created a Community Art Fund, which was offered for the first time this 2018/19 fiscal year.

RECOMMENDATION

It is recommended to Council:

THAT the Municipality of the District of Shelburne enter into an agreement with the Shelburne County Arts Council for the administration of the Community Art Fund Policy.

BACKGROUND

This grant provides an opportunity for individuals with a passion for art to share their creative vision by creating something for the whole community to enjoy and interact with.

Since the development of the Community Art Fund in 2018/19, the Municipality has only been successful in commissioning one public art piece – currently being installed on the Tom Tigney Trail. Over the years we have also used allocated money to fund a Community Art Public Consultant.

DISCUSSION

In late 2020, the Shelburne County Arts Council approached the Municipality regarding the possibility of entering a partnership for the commission of community art. After discussions with representatives from the Arts Council staff have determine that partnering with this organization would add great value in our ability to attract and successfully contract artist for the design, construction and installation of community art in the Municipality. It was also noted that revising the Municipality’s Community Art Fund Policy to allow for artists outside Eastern Shelburne County to bid on the project would be beneficial.

It is suggested that Council consider entering into an agreement with the Shelburne County Arts Council for the creation and installation of community art in the Municipality of the District of Shelburne. This agreement will allow Municipal staff to work collaboratively with the Shelburne County Arts Council as they create, advertise and administer a Community Art Request for Proposal (RFP) which, will strictly adhere to the Municipality's Community Art Fund Policy.

Both the Municipality and Arts Council will have equal representation on a committee that will review the RFP submissions, and a staff report with recommendations will be prepared for Municipal Council to determine final project approval.

BUDGET IMPLICATIONS

There is \$5,000 allotted in the 2021/2022 operating budget for the Community Art Fund.

ATTACHMENTS

- (a) Draft Agreement with Shelburne County Arts Council
- (b) Suggested Revisions to the Municipality's Community Art Fund Policy



COMMUNITY ART FUND

POLICY PURPOSE

32.1 It shall be the policy of the Municipality of the District of Shelburne to have clear terms and conditions for the administration of a Community Art Fund.

DEFINITIONS:

32.2 "Artist" refers to the designer or creator of a piece of artwork and can include, but is not limited to, professional artists, graphic designers, collaborative teams, architects, landscape designers, or individuals.

"Community Art" work that are created by artists and acquired by the Municipality with the specific intention of being situated in a public space within the Municipality of the District of Shelburne.

POLICY DETAILS

32.3 This policy provides the opportunity to support community art projects that engage the broader community during the creative process, resulting in the creation of something of meaning, benefit and enjoyment for the local community.

32.4 Each year, the Municipality shall advertise any availability of funding for Community Art, under the provisions of this policy.

32.5 A submission deadline and maximum eligibility amount shall be clearly stated on all advertising.

ELIGIBILITY

32.6 All practicing artists ~~that live, or have lived, in Eastern Shelburne County~~ who can demonstrate:

i. A body of work

ii. Ability to manage projects and work with community groups

32.7 Preference will be given to artists that live, or have lived, in Eastern Shelburne County

32.87 The successful proposal will involve community engagement and will result in tangible art work. This may include the creation of short-term or permanent artwork, or an artistic enhancement to a neighbourhood or publicly accessible space.

32.98 Not-for-profit organizations are not eligible under this program as they can apply for funds under other Municipal programs.

CRITERIA

32.109 All proposals will be evaluated on the following basis:

- i. Clear articulation of the art project
- ii. Project work and timeline
- iii. Artistic quality and merit
- iv. Benefit to the community
- v. Involvement of local residents and/or community groups in the creative process
- vi. Ability of the applicant to see the project to completion
- vii. Longevity and required maintenance plan
- viii. Budget

32.110 Proposed projects must not be an existing program or a project which has already received municipal funding.

32.121 The successful applicant will be required to sign a Letter of Agreement outlining the terms of the project and obligations of the artist.

32.132 A final report and budget will be required, within 60 days, following the completion of the project.

32.143 The Municipality will coordinate the site selection of all approved Community Art projects.

FUNDING

32.154 Approved funds will be released upon notification from the successful applicant that the funds are ready to be received.

32.165 Funds will be provided in two separate installments: 80% will be provided upon notification that the funds are ready to be received and the remaining 20% will provided upon notification that the project is complete and the final report has been submitted.

PROGRAM BUDGET

32.176 The budget allowance for this program will be reviewed annually during the Municipality's budget process and will be subject to the limitations of the overall operating budget.

32.187 If the total value of applications received exceeds the available funding amount for this program, preference will be given to those projects demonstrating the most positive impact on the Community.

32.198 Successful proposals must be completed within one year of application, unless otherwise authorized, in writing by the Municipality of the District of Shelburne.

THIS IS TO CERTIFY that the Council of the Municipality of the District of Shelburne duly passed the policy respecting Community Art Fund on the _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018

WARDEN

MUNICIPAL CLERK

Approved by Council: March 26, 2018

Effective Date: March 26, 2018

Amended: June 9, 2021

DRAFT

THIS AGREEMENT made this day of , 2021.

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF SHELBURNE, a municipal corporate established pursuant to the laws of the Province of Nova Scotia;
Hereinafter called (MODS)

- and -

SHELBURNE COUNTY ARTS COUNCIL, a not-for-profit corporate established pursuant to the laws of the Province of Nova Scotia;
Hereinafter called (SCAC)

WHEREAS both organizations are interested in the artistic enhancement of publicly accessible spaces, and support local artist opportunities;

AND WHEREAS both organizations have agreed to work collaboratively to fund and commission the design, and installation of public art within the Municipality of Shelburne.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. The MODS and SCAC agree to enter a partnership for the creation and installation of community art in the Municipality of the District of Shelburne.
2. The agreement will be effective for the 2021-2022 fiscal year, ending March 31,2022, and can be reviewed annually.
3. The MODS agrees to contribute up to \$5,000 for 2021-2022 fiscal year for the development of publicly placed community art.
4. The SCAC agrees to contribute up to \$1,500 for 2021-2022 fiscal year for the development of publicly placed community art.
5. The SCAC will work collaboratively with the MODS staff to create, advertise and administer the release of a Community Art Request for Proposal (RFP), and such RFP will strictly adhere to the Municipality's Community Art Fund Policy.
6. Both the MODS and SCAC agrees to contribute equal representation on a committee that will be responsible for the review of all RFP submissions, and for the preparation of a staff report with recommendations to MODS Council for final project approval.
7. The SCAC agrees to manage the expenses and revenues associated with this project.

IN WITNESS WHEREOF the parties hereto have properly executed this Agreement as of the day and year first above written.

WITNESS

Warden – Municipality of Shelburne

CAO – Municipality of Shelburne

WITNESS

Chair - Shelburne County Arts Council

Treasurer – Shelburne County Arts Council

DRAFT