

Policy Name	Art Procurement Program
Policy Number	#12-3000-01
Original Print	September 11, 2017
Date Of Review	October 31, 2023
Council Date of Approval	November 14, 2023
Policy Statement	Through a recognition program that will identify the artistic talent of local citizens, this policy will provide a framework for the acquisition, placement, management, protection and care of art in all disciplines.

Purpose:

The Art Procurement Program will contribute to the appearance of our public buildings and help provide education about the importance of arts and culture to our citizens. The program will reflect the professional interests of visual artists in the surrounding area, serving to publicly promote local area talent and artistic accomplishments and contribute to the professional development and economic success of our local area artists.

Scope:

The policy identifies the role of Council, Local Artists, Jury and Town Staff in the Art Procurement Program. The policy identifies artist eligibility, artwork criteria, submission guidelines, member composition, selection process, program funding, conditions of purchase and display of artwork.

Definitions:

Artwork means a physical work of art installed in the public realm. These works of art may be installed within buildings, or outdoors on public lands.

Installed means a piece of artwork that is fully prepared by the artist for public viewing with no assistance from Town staff.

Program means the Town of Riverview's Art Procurement Program as described in this policy.

Public Space means interior or exterior spaces frequented by the public, or within public view, and accessible to or visible by the public during normal business hours or longer.

Member means the appointed people who will review the submissions and make recommendations to Council for purchase.

Town means the Council and Staff of the Town of Riverview, New Brunswick.

Procedure:

1. Artist Eligibility

Artists will be eligible to participate in the Program provided that they meet the following criteria:

- 1.1 Artists wishing to participate in the Program MUST have been a resident of Albert County at the time of their entry.
- 1.2 Artist eligibility will not be reliant on an artist's professional status but rather on the artwork.
- 1.3 No work by any members of the Committee or their immediate family will be considered for purchase.

2. Artwork Criteria

The suitability of the artwork for the Program will depend upon whether or not the artwork meets the following established criteria:

- 2.1 The artwork shall follow the theme (if one is stated) announced by the Town each year which will be detailed in the "Call for Submissions" form.
- 2.2 The artwork should originate from the primary art market, where the artists maintain ownership of the work. Artwork from a secondary market, including artist's estates, will NOT be considered for the Program.
- 2.3 Artwork presented for selection, must be an original design. Reproductions or photographic reproductions of artwork will be accepted under the Program.
- 2.4 Creative works in any discipline will be eligible for selection, provided it is a two-dimensional or three-dimensional art form, is accessible to the public and is an original or limited edition which includes, but is not limited to:
 - Paintings and drawings, produced entirely by hand on any support or in any material (excluding industrial designs and manufactured articles decorated by hand);
 - Original prints, posters and photographs, as the media for original creativity;
 - Original artistic assemblages and montages in any material;
 - Work of statutory art and sculpture in any material;
 - Works of applied art in such materials as glass, ceramics, metal, wood, etc.
- 2.5 Illustrated and detailed proposals for artwork are only eligible for a sculpture piece. All other artwork submitted must be complete and available for procurement as of the date of submission.
- 2.6 Submitted artwork must be sturdy, vandal resistant (if an outside piece) and low maintenance.

3. Submission Guidelines

- 3.1 Artists may submit one (1) piece of artwork for consideration, either in person and/or through a commercial representative of the Artist.
- 3.2 Descriptive details of each work must be submitted, including the title, date completed, medium, dimensions and cost. Each submission must be on a separate form (Appendix A). There will be no limit on the date of creation of artwork submitted for the Program.
- 3.3 Artwork proposals for outdoor sculptures must include specific details on placement, size, materials used and expected days to complete.

- 3.4 Artists may present prices for their work as installed or uninstalled. These prices should be clearly stated with each submission.

4. Committee Composition

- 4.1 An Art Procurement Committee may be appointed by the Mayor or staff liaison each year to oversee the selection of artworks. The Committee will consist of one (1) arts professional from the Riverview arts community, two (2) representatives from the community at large and a staff liaison to assist with the project.
- 4.2 Committee members will be selected by January on an annual basis, they will serve for a period of at least one (1) year with a maximum of up to three (3) years.
- 4.3 A schedule will be established for the selection of artwork by the Committee.
- 4.4 The decisions of the Committee will be final.

5. Selection Process

The selection process for the Program will be administered in accordance with the clauses outlined below.

- 5.1 A call for submissions will be announced at least three months prior to the submission deadline. At the same time the dates of the adjudication, public display dates and date of the public meeting of Council at which the selected artworks will be announced will be shared.
- 5.2 The following general selection criteria will be used in the selection of artworks. Each criterion will receive a weighting but the weighting will be determined on a project by project basis by the Committee. For example, in certain circumstances the “Relevance of theme” may weigh higher in one given year over another.

Example of Public Art Project Weighting

Description	Weight
Compliance with submission requirements and budget	Pass/Fail
Artistic Merit – imagination and innovation	40
Experience in delivering projects of similar scope	25
Feasibility of construction or installation	15
Relevance of theme and local context	10
Durability and ease of long-term maintenance	10
TOTAL POINTS	100

- 5.3 All submissions received will be available for public viewing for a specified period of time before the public announcement of selected works.

6. Program Financing

- 6.1 Minimum funding of \$3000.00 annually will be provided by the Town Council of the Town of Riverview for the Art Procurement Program. This funding is subject to review by Council through the annual budgetary process.
- 6.2 The Committee may recommend that Council consider additional monies if a piece is thought to be particularly beneficial to the Town’s collection.

7. Conditions of Purchase

- 7.1 Purchase contracts between the artists and the Town will include the use of artwork for display in a public place. These contracts will also include permission for use of images on the Town's website.
- 7.2 After the selection process, payment will be issued to the artist once the artwork has been received and the agreement (Appendix B) has been executed.

8. Display of Artwork

- 8.1 With the exception of outside pieces, selected artwork will be displayed at Town Hall for the first year of acquisition. Following that year, the piece may be relocated to another town owned building.
- 8.2 The Town will maintain the artwork for a lifespan that is reasonable for the piece.
- 8.3 The Town has the right and responsibility to de-accession public art. All reasonable efforts shall be made to rectify problems or re-site the artwork where appropriate. Reasons for de-accession include:
 - Endangerment of public safety
 - Excessive repairs or maintenance, or repair is not feasible.
 - Public accessibility is no longer available.
 - Demolition of a structure incorporating public art or redevelopment of site incorporating public art.
 - Expiry of lifespan

Role of Staff Liaison:

1. Ensure the proper maintenance of all existing artworks.
2. Determine suitable public places and spaces for the display of the artwork.
3. Develop a list of potential Committee members.
4. Coordinate the Call for Submissions and assist Committee in arranging and scheduling the selection process.
5. Ensure that copyright, ownership, publication, exhibition and Committee feedback are appropriately considered and fulfilled in accordance with any legal requirements.



Colin Smith
Chief Administrative Officer



Andrew LeBlanc
Mayor



Appendix A - ARTWORK SUBMISSION FORM

(PLEASE COMPLETE A SEPARATE FORM FOR EACH SUBMISSION)

SUBMISSION # ____ OF ____

I. ARTIST CONTACT INFORMATION

NAME

ADDRESS

TELEPHONE

EMAIL

II. ARTWORK DESCRIPTION

TITLE _____ \$ _____ PRICE

Installed ☐

Not Installed ☐

MEDIUM _____ ☐ Inches

_____ HIGH X _____ WIDE ☐ Cm

DATE COMPLETED _____

DIMENSIONS

COMMENTS

III. ARTWORK SUBMITTED

ARTIST SIGNATURE* _____

RECEIVED BY _____

DATE RECEIVED: _____

IV. ARTWORK RETURNED

ARTIST SIGNATURE _____

RETURNED BY _____

DATE RETURNED: _____ ☐ PURCHASED – NOT RETURNED

***By signing the submission form the artist guarantees that the submitted work is an original piece of work, offered for sale to the Town of Riverview at the stated price.**



Appendix B – Art Procurement Agreement

The Town of Riverview's Art Procurement Committee, on behalf of the town, wishes to purchase the artwork detailed below from the Artist.

Details of the Artwork:

- **Title:**

- **Date of Creation:**

- **Size:**

- **Medium:**

Artist's Details:

- **Full Name:**

- **Mailing Address:**

- **HST # (if applicable):**

- **Payment to be made payable to:**

- **Cell phone number:**

Terms of Agreement:

1. **Purchase and Payment:** The Town agrees to purchase the aforementioned artwork for [price of artwork]. Payment will be issued after the artwork's receipt and the agreement's signing.
2. **Image Rights:** The artist grants the Town exclusive rights to use images of the artwork on its website and social media channels. The artist retains personal use rights but cannot sell these images elsewhere.
3. **Maintenance:** The Town commits to maintaining the artwork for a lifespan of 10 years or until it's considered no longer feasible for display due to deterioration.
4. **Relocation and Display:** The artwork will be displayed at Town Hall for the first year. Following that, the Town has the right to relocate it to another Town-owned building.
5. **De-accession:** The Town can de-accession the artwork for reasons like public safety endangerment, excessive repairs, unavailability of public access, site redevelopment, or expiry of lifespan.
6. **Liability and Insurance:** The Town assumes liability for any damage or harm caused by the artwork while on display. The artwork will be insured by the Town against theft, damage, or destruction.
7. **Intellectual Property:** The artist confirms the originality of the artwork and that it does not infringe on any third-party rights. Any copyright remains with the artist unless otherwise agreed upon.
8. **Dispute Resolution:** Any disputes arising from this agreement will first be addressed through mediation. If unresolved, they'll proceed to arbitration as per the laws of [relevant jurisdiction].
9. **Termination:** Either party may terminate this agreement with 30 days written notice if the other party breaches any terms.



The Artist:

Artist

Date

The Town of Riverview:

Mayor

Date

Town Clerk

Date

Staff Liaison

Date