

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Art in Public Places

DEPARTMENT: Tourism Development DIVISION: _____

Suzan Bunn
AUTHORIZED BY: Suzan Bunn CONTACT: Kathryn Townsend EXT. 2905

Agenda Date 3-9-04 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approval of Seminole County's "Art in Public Places" program and policy.

BACKGROUND:

Based on Board direction, staff has prepared a policy on Art in Public Places. It has been widely acknowledged that the inclusion of visual arts in the public eye adds dimension, depth and character to a community, inspires young minds, reinforces a local identity to which citizens can relate, take pride in and generally adds to the beauty and quality of life.

Art brings a sense of identity to our County while providing a means of expression and a way to build County pride. Public art makes a unique contribution to the life of Seminole County creating display areas where residents and visitors congregate on a daily basis.

These guidelines will create opportunities for Seminole County citizens to experience public art throughout Seminole County. At the same time the County will see the cultural and educational benefits to be gained through aesthetic enhancement of its public places. The guidelines made provisions for the following:

- Selling of art work being displayed
- Selection committee and selection process
- Selection rules and deadlines for application submittal
- Promotion and reception

The Seminole Cultural Arts Council reviewed and approved the policy with no changes. The program Policy and sample Art Exhibition Agreement are attached.

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	_____
Other:	_____
DCM:	<i>SS</i>
CM:	<i>[Signature]</i>
File No.:	_____
	CTD01

Seminole County Policy For Art
Exhibitions In Public Places
Program Guidelines



Seminole County Government

Mission

***“To enhance Seminole County’s cultural resources
by providing for and encouraging
the exhibition of art in public places”***

Goals

1. To establish display areas in public places that provide for displaying diverse art of the highest quality.
2. To be a source of pride to all Seminole County residents.

Purpose

This guide serves as a procedure manual for the art exhibition process. It is designed for use by the Seminole County Board of County Commissioners, county staff and agencies participating in this program, as well as the general public.

Introduction

It has been widely acknowledged that the inclusion of visual arts in the public eye adds dimension, depth, and character to a community, inspires young minds, reinforces a local identity to which citizens can relate, take pride in; and generally adds to the beauty and quality of life.

Art brings a sense of identity to our county. It also provides a means of expression, a way to focus and build county pride. Public art makes a unique contribution to the life of Seminole County creating display areas where employees and visitors congregate, pass through, or use on a daily basis.

These guidelines will create opportunities for Seminole County citizens to experience public art and other projects resulting from the creative expression of visual artists in public places throughout the county. At the same time the county will see the cultural and educational benefits to be gained through aesthetic enhancement of its public places.

Seminole County Government Policies For Art Exhibition

Seminole County is seeking applicants to exhibit art in County public places.

Works of art may be offered for sale at prices established by the artist. The artist is responsible for conducting the sale of any work directly with the purchaser, not through the county staff. Works not available for purchase must be clearly designated "NFS" (Not For Sale). Prices will not be displayed on individual works but will be listed as part of the promotional materials available free to the public.

Work sold must remain on exhibit throughout the designated period. The artist must notify the County within 48 hours of a sale so that the artwork can be marked "sold."

All art work must be suitably framed with a hanging apparatus (screw eyes and wire) or mounted and stabilized for pedestal or showcase display. All frames, armatures, and mounting arrangements must be securely constructed. Work that is fragile or whose framing or display arrangement is of questionable durability may be rejected. Proposals for site-specific and/or installation work are acceptable. The artist shall submit a written proposal statement about the content of the work, drawing and/or project.

Selection Process:

Seminole County will publicly announce the Seminole County Government Exhibition application deadlines and invite artists to submit images and applications to exhibit by the postmarked deadline of October 1st annually.

Seminole County Government and Seminole Cultural Arts Council Selection Committee will review applications and image submissions and make a recommendation to the Deputy County Manager. The selected exhibit will be announced by October 31st annually.

Seminole County Government will publicize the exhibition selection guidelines on the web, in the local print media, and the arts and crafts professional association's newsletters.

The selection Committee will meet to review images and applications each October for exhibitions the following year.

January - April

May - August

September - December

Selection Criteria: 50 Total Points Possible

- Artistic merit of the work (25 points)
- Understanding of the medium (5 points)
- Technical expertise (10 points)
- Appropriateness for the space (i.e. size, materials used, subject matter, safety, ability to install) (5 points)
- Innovation (5 points)

Selection Rules:

To be considered for exhibition, artists must submit:

1. One digital image of each work to be exhibited (maximum of ten works).
2. A current resume
3. A completed application form

Application Deadline:

To be considered by the Selection Committee to exhibit between January and December, the artist's images and completed application materials must be sent to Seminole County Government and postmarked by October 1st annually.

Promotion and Reception

Information about the artist and the exhibition to be used in press releases must be received 30 days prior to exhibition opening.

Artist is responsible for the preparation of any printed material to be handed out by the County throughout the exhibit. Material must be reviewed and approved by the County in advance of distribution.

The County will be responsible for printing of exhibition announcements for reception; and mailing up to 200 announcements. Reception date and time will be listed on the artist's contract.

Following information contains important deadlines:

Within two weeks of being notified that a submission is accepted for exhibition, the artist must contact the exhibit coordinator to arrange or confirm the exhibit dates and other deadlines, especially for promotional purposes.

At least two weeks prior to installation, artists must submit a draft of their promotional materials listing all works to be shown, together with the retail selling price (or if the work is not for sale, the insurance value). The listing must include the artist's name, telephone number, and instructions for contacting the artist to arrange for the purchase of any artwork. Artists should also include a brief biography and artist's statement.

Artists are responsible for delivering works to be exhibited to the exhibit coordinator. The date and time should be established at least five business days before the opening of the exhibition. Installation will be handled by the exhibit coordinator. Artists may assist in the installation if they make arrangements in advance. Seminole County Government will produce labels for all exhibitions. Artists must provide the following information for exhibition labels: title of work, selling price or indication (Not For Sale), year created, and materials utilized. Artists must pick up their works within 48 hours of the conclusion of the exhibit (preferably on the actual date of closing, as secure storage space is very limited).

Mail images and completed application materials to:

Seminole County Tourism
Art In Public Places
Exhibition Selection Committee
1230 Douglas Ave., Ste. 116
Longwood, Florida 32779

Art Exhibition Program

Application

PLEASE TYPE or PRINT (Form may be submitted via mail or e-mail)

Applicant Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

Day Telephone _____ Evening Telephone _____

In what medium do you work?

Number of Images Submitted _____ (10 images maximum)

Please Note: Please submit images of specific works you wish to exhibit. All images should be clearly labeled with your name and numbered in the sequence you wish us to view them. Also, please indicate dimensions of the piece on the image jacket. Please do not submit images from a larger body of work which are not specific to the work you plan to exhibit.

Month you wish to exhibit:

1st choice _____

2nd choice _____

3rd choice _____

Please indicate any month your work is not available to exhibit. _____

Submit written proposal statement about the content of the work, drawing and/or project.

Attach current resume.

The undersigned hereby certifies that the information contained in this application and all attachments and supporting materials are true and correct to the best of his/her knowledge.

Applicant/Authorized Signature: _____ Date: _____

**ART EXHIBITION AGREEMENT
"ART IN PUBLIC PLACES"**

THIS AGREEMENT is made and entered into this ____ day of _____, 2004, by and between _____, whose address is _____, hereinafter called the "ARTIST" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to enhance Seminole County's cultural resources by providing for and encouraging the exhibition of art in public places; and

WHEREAS, ARTIST wishes to exhibit his/her work in County-owned locations, and desires to provide said work to the COUNTY according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and ARTIST agree as follows:

Section 1. Dates and Locations(s) of Exhibitions. The ARTIST'S works, comprised of the items listed and described in Exhibit "A" attached hereto, shall be exhibited at the following COUNTY location(s) from _____, 20__ to _____, 20__.

Locations(s) _____

Section 2. Artist's Responsibilities. The ARTIST agrees to comply with the following:

(a) Within two (2) weeks of being notified that a submission is accepted for exhibition, the ARTIST must contact the County Exhibit Coordinator to arrange or confirm the exhibit dates and other deadlines, especially for promotional purposes.

(b) At least two (2) weeks prior to installation, ARTIST must submit a draft of his/her promotional materials listing all artwork to be shown, together with the retail selling price or, if the artwork is not for sale, the insurance value. The listing must include the ARTIST'S name, telephone number, and instructions for contacting the ARTIST to arrange for the purchase of any artwork. ARTIST should also include a brief biography and ARTIST'S statement, to include information about the content of the artwork.

(c) Works of art may be offered for sale at prices established by the ARTIST. The ARTIST is responsible for conducting the sale of any artwork directly with the purchaser, not through COUNTY staff. Artwork not available for purchase must be clearly designated "NFS" (Not for Sale). Prices will

not be displayed on individual artwork, but listed as part of the promotional materials available free to the public.

(d) All artwork must be suitably framed with a hanging apparatus (screw eyes and wire) or mounted and stabilized for pedestal or showcase display. All frames, armatures, and mounting arrangements must be securely constructed. Artwork that is fragile, or whose framing and display arrangement is of questionable durability may be rejected. Site specific and/or installation work must be approved by the COUNTY.

(e) Artwork sold must remain on exhibit throughout the designated period. The ARTIST must notify the COUNTY within forty-eight (48) hours of a sale so that the artwork can be marked "SOLD".

(f) ARTIST is responsible for delivering artwork to be exhibited to the County Exhibit Coordinator. The date and time shall be at least five (5) business days before the opening of the exhibition. Installation will be handled by the County Exhibit Coordinator. ARTIST may assist in the installation if he/she makes arrangements in advance with the County Exhibit Coordinator. COUNTY will produce labels for all exhibitions. ARTIST must provide the following information for exhibition labels: title of work, selling price or NFS indication if not for sale, year created, and materials utilized. ARTIST must pick up his/her artwork within forty-eight (48) hours after the

conclusion of the exhibit (preferably on the actual date of closing, as secure storage space is very limited). Failure to remove the artwork within forty-eight (48) hours after the conclusion of the exhibit shall result in title and ownership of the artwork transferring to the COUNTY.

Section 3. COUNTY'S Responsibilities. The COUNTY shall be responsible for the following:

(a) Selection of artwork which are compatible with the COUNTY'S standards of quality and public safety. The COUNTY reserves the right to reject at any time any work that fails to meet those standards.

(b) The COUNTY agrees to publicize the exhibit of the ARTIST'S works on its website, in the local print media, and in promotional materials to be made available free of charge to the public.

(c) The exhibits of the ARTIST'S work will be open to the public for viewing at the locations designated in Section 1 of this Agreement from ___ a.m. until ___ p.m.

(d) Insurance coverage for the declared value of the ARTIST'S works exhibited in County-owned locations pursuant to this Agreement shall be supplied by the COUNTY. Coverage shall be effective from the time of delivery until the time of retrieval by the ARTIST, up to forty-eight (48) hours after

close of the exhibit. The ARTIST agrees to substantiate the declared value of the artwork if a claim is made.

Section 4. Term. This Agreement will take effect on the date of its execution by the parties and shall terminate on _____.

Section 5. Termination. The COUNTY may, by written notice to the ARTIST, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the ARTIST to fulfill ARTIST'S Agreement obligations. Upon receipt of such notice, the ARTIST shall immediately remove all his/her artwork from the COUNTY'S premises unless mutually agreed otherwise. Failure to remove the artwork in a timely manner shall result in transfer of title and ownership of the artwork to the COUNTY.

Section 6. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

Section 7. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings

concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 8. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 9. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the ARTIST as an employee of the COUNTY for any purpose, or in any manner, whatsoever. The ARTIST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 10. Public Records Law. ARTIST acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. ARTIST acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this

Agreement and that said statute controls over the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

WITNESSES:

Print Name: _____

(ARTIST)

Print Name: _____

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 20__.

County Attorney

AC/gn
2/26/04
Attachment

Exhibit "A" - List of Artwork
gnelson\AGT\ART EXHIBITION AGT.doc



Seminole County Government Artwork Release Form

PLEASE PRINT CLEARLY

First Name: _____ Last Name: _____

Address: _____
City: _____ State: _____ Zip: _____
Number of Pieces: _____ Phone Number: _____
Email Address: _____

Please List Each of the Submitted Pieces of Artwork (Additional Space on Back)

Title: _____

Size: _____

Medium: _____ Price: _____

Title: _____

Size: _____

Medium: _____ Price: _____

Artist Signature: _____ Date: _____
Receiving Signature: _____ Date: _____
(Must be Seminole County Employee)

Title: _____

Size: _____

Medium: _____ Price: _____

Title: _____

Size: _____

Medium: _____ Price: _____

Title: _____

Size: _____

Medium: _____ Price: _____

Title: _____

Size: _____

Medium: _____ Price: _____

Title: _____

Size: _____

Medium: _____ Price: _____

Title: _____

Size: _____

Medium: _____ Price: _____