



ART IN PUBLIC PLACES  
CITY OF KEY WEST  
GUIDELINES

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## City of Key West Art in Public Places Program Guidelines

The Art in Public Places Program is established under City of Key West Ordinance Sec. 2- 481 through 2-487 and as such shall be governed by the language therein.

The AIPP Program works within the Planning Department of the City of Key West and shall be staffed by an Administrator and advised by a Board appointed by the City Commissioners and Mayor. The AIPP Administrator acts as a liaison between all parties.

The AIPP Program Objectives are:

- To commission artists to create site specific public art projects in the City of Key West funded by the 1% for Public Art ordinance
- To provide uniform procedures for the acceptance of gifts and loans of works of art
- To have the responsibility for insuring best practices in managing and maintaining the City's public art collection
- To maintain an accurate spreadsheet of current and future projects

### MISSION of the AIPP Board:

To advise the City Commission in the selection, location and commissioning of artists for public art in the City of Key West which enhances the character and identity of our island community through the aesthetic of public art work. Artwork will strive to educate, enhance and preserve our cultural heritage and diversity to reflect Key West's population. <http://www.cityofkeywest-fl.gov/department/board.php?structureid=34>

### AIPP PARTICIPATION PROCESS

The City Planning Director shall notify AIPP Administrator of monthly Development Review Committee Meetings where the AIPP Administrator will verbally alert applicants for Major Development Plans to the AIPP participation requirement. A contact person for the project will be established and the AIPP Administrator will be responsible for providing the contact person with an introductory email outlining the process for participation and the guidelines for the required Art Plan. Agenda items for monthly advertised meetings are the responsibility of the AIPP Board Chair, AIPP Administrator and City Clerk. The Clerk's Office requires five (5) days advance notice for all agenda items and support documents.

#### City-Owned Projects:

- threshold of \$100,000 renovation and \$500,000 new construction – 1% for Public Art
- Costs determination based on estimated construction costs as established by the requested building permit(s).
- AIPP Administrator will create for approval the draft RFP with input from AIPP Board members, and all City departments
- City Manager will issue final approval for every RFP prior to the release
- AIPP Board members will be the selection committee along with 2 or 3 appointed stakeholders
- AIPP Administrator will insure that all artwork has proper signage (see page 4)

#### Private Development Projects:

- Threshold is established by the Planning Department for all "major" development projects
- The AIPP Administrator will work with the designated lead contact for the project to review and guide the 1% public art plan prior to presentation to the AIPP Board and City Commission.

- Costs determination based on estimated construction costs as established by the requested building permit(s).
- Provide guidance for successful project management of the public art work
- AIPP Administrator will insure that all artwork has proper signage (see page 4)
- The private developer may elect to forego installation of public art and is then required to deposit the appropriate 1% for Public Art into the City's Public Art Fund - designated Community Fund [CF] 110.

#### SELECTION PROCESS for City of Key West Projects

- For each City of Key West project that meets the threshold for the 1% for public art ordinance, the AIPP Administrator will issue a separate RFP (request for proposals) with a specific budget, targeted spaces, project/building history and application guidelines per City standards
- All pre-qualified artists on the Monroe County list of artists will receive by email the call for proposals
- The RFP will be distributed widely by the AIPP Administrator to FAPAP and AFTA PAN and other outlets
- The RFP will also be posted on the City website and the Arts Council website
- All RFP "bids" will be sent to the CKW Planning Department by the stated deadline
- AIPP Administrator will compile each proposal application with electronic images for the AIPP Board's review and scoring
- Upon the AIPP Board's recommendations – the AIPP Administrator will guide the artist through the contract approval process including the City Commission's approval at a public meeting
- Any proposed gift or loan of artwork to the City will follow the Gift and Loan Policy (see pages 6-8)

#### SELECTION PROCESS for Private Major Development Projects

- Calculate the total construction costs for the project based on the eligible permits issued by the City's Building Department to accurately determine the required dollar amount of the 1% public art requirement;
- AIPP Administrator will advise the lead contact of the project on best practices for the commission of new site specific public art
- AIPP Administrator or the Developer will notify the Clerk when the proposed public art plan is ready to be presented to the AIPP Board for their approval or denial

Upon completion of the Public Art installation the Developer shall notify the AIPP Administrator in writing.

The AIPP Administrator will complete the following tasks:

- Inspect the completed project on site with at least one AIPP Board member
- Provide a letter declaring the project's status as "Complete and Compliant" to the City's Planning Director, Chief Building Official and Finance Director
- Once this process is complete, the City may issue a Certificate of Occupancy

#### Artwork Signage Requirements

- An identification plaque is required with all permanent public art work and shall be included in the project budget.
- Proper font size and style must clear. Bronze is preferred but optional. When possible, the plaque should be installed at the same time as the artwork. Preferred format: Artwork Title, Artist Name, Medium, Year, and artist statement is optional. For Private Development Projects this must be stated: "This artwork was commissioned by \_\_\_\_\_ in partnership with the City of Key West Art in Public Places Program."

#### MAINTENANCE OF COMMUNITY FUND 110 - PUBLIC ART FUND

The transfer of monies related to AIPP participation shall take place within thirty days of appropriation by the City Commission. The Fund is authorized to accept gifts, grants and donations for the City's Public Art program, as well as in-kind contributions. The Fund shall be rollover year to year. The City's Finance Director will make reports available by request of the AIPP Administrator or AIPP Board members. The Public Art Program may apply to other sources for funding of specific projects and may utilize Public Art Fund monies as matching dollars. Funds received from other non-City sources shall be

deposited in the Public Art Fund. If income is generated from the sale of decommissioned artworks, licensing, software, tickets, printed materials or other objects related to the public art program, the net proceeds will be deposited in the Public Art Fund.

## DEACCESSION/DE-COMMISSIONING/DE-INSTALLING EXISTING PUBLIC ART

In accordance with the City of Key West's Municipal Code of Ordinances, Sec. 2-487, (f), (5) the City of Key West, in its sole discretion, may remove, relocate, or deaccession a work of art owned by the City, installed on City property, or incorporated into City owned facilities. Also in accordance with the above section of code, a private property owner may request that a work of art be removed from the site due to hardship with the approval of the AIPP Board through the following procedural policy. Deaccessioning should be cautiously applied only after careful and impartial evaluation of the artwork to avoid the influence of fluctuations of taste and the premature removal of artwork from the collection. Prior to the deaccession of any work, the Art in Public Places Board shall weigh carefully the interests of the public, the intent – in the broadest way – of the donor/artist, and the goal of the Program to expend private and public funds for works of art and art projects of redeeming quality that advance public understanding of art and enhance the aesthetic quality of public places.

### Review Process:

A written report may be presented for review and should include: acquisition method and purchase price the Appraised value of the work as documented in the records of the City of Key West's Risk Management Division within the Finance Department or by two independent consultants, documentation of correspondence, press or other evidence of public debate documenting extended adverse public reaction.

A document will determine the City's legal rights and responsibilities for the deaccession of the work in question in regards to the Visual Artist Right Act (VARA). Alternative solutions to include; relocation of the work of art, placement of the work of art in a storage facility, sell or exchange the work of art. If a work of art sells, all proceeds shall be deposited in the AIPP Fund # 110.

## PUBLIC ART COLLECTION (Inventory)

The AIPP Administrator will conduct an annual inventory with each AIPP Board member through the following process:

- Schedule a planning meeting to delineate a tour of the Board Member's District
- Establish regular maintenance for public Artworks and insure that such maintenance is completed to the highest standards of professional conservation
- Document each piece with a minimum of three photographs depicting size, color, dimensions, and update maintenance needs
- Maintain a comprehensive spread sheet of the City's Public Art Collection

## CONFLICT OF INTEREST POLICY

Chapter 112.311-112.3261 is the Florida Code of Ethics applicable to the board members addressing conflicts of interest.

<http://www.ethics.state.fl.us/Documents/Publications/GuideBookletInternet.pdf>

This conflict of interest policy is to protect the interests of AIPP when considering a transaction or arrangement that might benefit the private interest of an officer or director of AIPP. This policy is intended to supplement, but not replace, any applicable state or federal laws governing conflicts of interest applicable to nonprofit corporations.

Board members shall at no time accept payments from, or enter contracts with, any of the projects participating in the AIPP Program. They shall further be ineligible to submit proposals, qualifications, or responses to calls for artists for any projects in the City of Key West. *Any such collaboration is considered a direct conflict of interest. Upon relinquishment of a Board seat a member remains ineligible to accept payments from or to enter contracts with any of the projects participating in the AIPP Program and process, or to submit proposals, qualifications, or responses to calls for artists for any projects participating in the AIPP Program for a period of 12 months, unless otherwise required by Statute.* Board members shall make known in writing to the AIPP Administrator any real or perceived conflicts of interest they may have with either discussion or action items presented in the monthly Board Meeting Agenda.

Each director, principal officer and member of a committee with board-delegated powers shall annually sign a statement, which affirms that such person:

- Has received a copy of this conflict of interest policy;
- Has read and understands the policy; and has agreed to comply with the policy.

## GIFT and LOAN POLICY

When unsolicited gifts or loans of major artworks are proposed for placement with any City of Key West agency or department, a written proposal or letter of intent must be submitted to the City's AIPP Coordinator. The proposal must include specifications of the proposed gift, including: artist, title, provenance, dimensions, materials, date, length of loan term, and proposed location (if appropriate). The Coordinator will refer the proposal to the Art in Public Places (AIPP) Board for review. The AIPP Board will recommend disposition of the offer to the City Commissioners whose decision is final.

Such proposals shall be reviewed by the Art in Public Places Board and the City Commission, using the same criteria applied to the public art commissions undertaken through the Art in Public Places program. Representatives of the receiving City agency or department and the community are encouraged to participate in the review process through the appropriate staff channels or the public comment process at the monthly AIPP Board meetings.

## GIFT/LOAN AGREEMENT

Upon City Commission approval, the City of Key West shall enter a Donor Agreement with any and all parties proposing to donate Art to the City of Key West's Art in Public Places Program. The Donor Agreement document shall be accompanied by the following materials:

- a detailed Art Plan which meets the general requirements as outlined in sec 2-487, (c), (3) of the City of Key West Municipal Code of Ordinances
- Certificate(s) of appraisal declaring the value of the work for insurance purposes.

## ARTWORK GIFT and LOAN REVIEW CRITERIA

The Art in Public Places Board shall review and consider proposed gifts (or loans) of works of art per the following criteria:

Artistic merit of the work of art, including consideration of its aesthetic, social, and/or historical significance:

- Artist's qualifications, including photographs of past work, resume, references and published reviews
- Compatibility of the art work within the context of the City of Key West Art in Public Places Collection
- Warranty of original of an existing artwork (only original works or limited editions shall be considered)
- Scale, form, content, color, and design of the artwork in relation to the site. i.e., the designated historic district may influence specific design criteria or special conditions
- Ongoing Maintenance requirements

### Financial Responsibilities of Donor/Lender

All costs associated with fabrication and installation; including site preparation, plaque and unveiling or dedication event, annual maintenance costs (if artwork is on loan).

## EXEMPTIONS TO THIS POLICY

Gifts of State may be accepted by the City Commission and/or City Manager without the benefit of this review, per the City of Key West Purchasing Policies; however, the Art in Public Places Board shall be notified of acceptance of such donation or loan (to accession and insure the work) and may be consulted to recommend appropriate siting, an annual maintenance program, etc.

## GIFT or LOAN Agreement

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between donor or donor representative name and address, hereafter referred to as the "DONOR", the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is 1300 White St., Key West, Florida 33040, hereafter referred to as the "CITY". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT.

WHEREAS, DONOR desires to donate to the CITY describe the items to be donated or loaned, the location for the installation of such items, and

WHEREAS, CITY desires to accept the donation of items to be accepted as donation or loan and recognition of any associated donations of dedicated funds for the maintenance, operation, and conservation of the donation

WHEREAS, the parties wish to reduce to writing the rights and responsibilities of the parties.

IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows:

### Article 1. Obligations of the Donor

1. DONOR, at his sole cost and expense, will detailed description of offer being proposed Prior to installation, the design and scope of the donation or loan and commemorative plaque/monument will be approved by the CITY and the Art in Public Places Committee. DONOR shall be responsible for obtaining all necessary permits and other approvals for the installation of the donation.

2. In addition to the construction and installation of the donation or loan and commemorative plaque/monument, DONOR shall donate the sum of \$\_\_\_\_\_ to the CITY, which sum shall represent the anticipated operating expenses, including, but not limited to, list the anticipated items for which costs would be accrued and funds allocated for the length of time funds are expected to support the work period commencing on the effective date of this Agreement. Included in this sum shall be amount required for de-installation of work reserve for the removal of the installed donated Art in the event CITY elects to remove the donation and commemorative plaque/monument as provided for herein below.

3. With the assistance of support entities or donor partners, DONOR shall use his best efforts attempt to secure additional funding for the maintenance and operating expenses of the donation or loan through an annual sponsorship program. However, nothing herein shall be interpreted to imply that DONOR guarantees any result and DONOR assumes no additional liability for the success of the sponsorship program.

4. In connection with the donation or loan, DONOR shall put in place an education/information component through the website <http://www.cityofkeywest-fl.gov/AIPP> which will include text, photos, and audio and/or video clips with information regarding the donation to the City. This website shall be maintained by the AIPP Administrator.

### Article 2. Obligations of the City

1. Upon the CITY's acceptance of the donation or loan referred to in paragraph 2 above, the donation or loan and commemorative plaque/monument shall become the sole property of the CITY. Thereafter, CITY shall be solely responsible for all expenses associated with operating and maintaining the donation or loan, and DONOR shall have no further responsibility or liability for those expenses. Further, upon the CITY's acceptance of the donation or loan referred to in paragraph 2 above, the CITY shall have the unfettered right, in CITY's sole discretion, to alter or remove the donation or loan and commemorative plaque/monument. In

the event CITY removes the **donation or loan** and commemorative plaque/monument at a time when all or a portion of the funds referred to in paragraph 2 above remain unspent, CITY shall return the balance of those funds to DONOR.

### Article 3. General Legal Provisions

1. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
2. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder, including those pertaining to appeals.

### Article 4. Signatures

This AGREEMENT constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

CITY OF KEY WEST, FLORIDA

GIFT REPRESENTATIVE

By: \_\_\_\_\_

By: \_\_\_\_\_

City Manager, \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_  
City Clerk of the City of Key West