

Civic Art Initiative Guidelines

Program Overview and Purpose

The Civic Art Initiative was created to enhance the built environment and to make public spaces more appealing, useful, or accessible through the incorporation of artworks. Civic art is the use of arts and culture to shape the physical and social character of a place to spur economic development, promote enduring social change, and improve the physical environment. The Civic Art Initiative would allow nonprofit organizations, small businesses, and individual artists that address the need for civic art and creative placemaking to apply for ARPA funds for our selected target communities. This Civic Art Initiative will comply with Harris County's 2023 Public Art Policy (see Appendix A).

Targeted Communities:

- Alief
- Barrett
- Cloverleaf
- Cypress Station
- East Aldine
- Gulfton
- Highlands
- Northshore
- Sharpstown
- South Houston
- Sunnyside

Description of Requirement for Art Projects

For non-profit organizations, small businesses, and individual artists to apply for a grant, eligibility requirements would include:

- The entity must have sufficient evidence that it has a presence and has successfully completed projects within Harris County, the targeted communities, or comparable neighborhoods.
- Applicant organization must not be disbarred from conducting business with Harris County, or the federal government.

Eligible uses of Funds

Organizations funded through the Art Initiative project can use funding for:

- Murals
- Mini Murals
- Park Installations
- Sculptures
- Artistic Crosswalks

- Signage
- Environmental Design
- Administrative Costs (up to 10% of total project cost)

NOTE: If your organization is receiving or has received federal ARPA relief from a federal agency, a state Agency, or the U.S. Small Business Association, the organization may not use this grant funding for the same purpose(s) during the same period. Each grant should be tracked to its own eligible expenses and the funds kept separate from other awards (no commingling of funds toward the same expense in the same time period). Grantees should implement their own internal tracking to prove that no double charging took place.

Application Process and Review

Entities can apply for the grant based on their previous work in Harris County or each target community. All eligible applications are reviewed by the respective Precinct and are decided upon based on qualifications, previous experience especially in the target community, budget, partners, and potential match funding.

Awards will be made after being evaluated by each individual Precinct in accordance with applicable laws, rules, and regulations for public purchasing. To qualify for evaluation, a proposal must be submitted on time and must materially satisfy all mandatory requirements. There is no minimum project size. Precincts will determine maintenance requirements.

Evaluation Criteria

A committee selected by Precinct staff will review and evaluate all proposals. The Precinct will base a recommendation for award on the following criteria (*not in order of priority*):

1. Applicant overall qualifications
2. Applicant's successful project/program in the target community
3. Applicant's budget
4. Potential match funding
5. Description of potential partners and their role(s)
6. Description of proposal
7. Description of organization
8. Related experience and prior projects in Harris County or other comparable neighborhood
9. Expected impact

Approximate Timeline

Date	Item
Q1 2024	Request for Grant Applications Released
Q2-Q3 2024	Request for Applications Deadline
Q4 2024	Deadline to announce grantees and obligate funds.
Q2 2025	Reallocate uncommitted funds
Q3 2026	All Projects Completed and Closeout

Budget

PCT	Community	Budget
1	Cypress Station	\$250,000.00
1	Sunnyside	\$250,000.00
1	PCT 1 Administrative Fee	\$45,454.55
PCT 1 Total		\$545,454.55
2	East Aldine	\$250,000.00
2	Cloverleaf	\$250,000.00
2	South Houston	\$250,000.00
2	Northshore	\$250,000.00
2	PCT 2 Administrative Fee	\$90,909.09
PCT 2 Total		\$1,090,909.09
3	Barrett	\$250,000.00
3	Highlands	\$250,000.00
3	PCT 3 Administrative Fee	\$45,454.55
PCT 3 Total		\$545,454.55
4	Alief	\$250,000.00
4	Gulfton	\$250,000.00
4	Sharpstown	\$250,000.00
4	PCT 4 Administrative Fee	\$ 68,181.82
PCT 4 Total		\$818,181.82
Total		\$ 3,000,000.00

The proposed budget for Civic Art is approximately \$3 million dollars with \$250,000.00 awarded to each community. Administrative fees of \$22,727.27 per community will be allocated to each Precinct.

If funding allocations for a community are not fully committed by December 1, 2024, remaining available funds will be de-obligated by June 2025 for use in other communities, based on approval of eligible projects by the Focus Area Team.

Appendix A: [Harris County Public Art Policy](#)

HARRIS COUNTY PUBLIC ART POLICY 2023	
GOAL	<p>This policy supports the encouragement, development, promotion, improvement, and application of the public art in Harris County. Through this public art policy Harris County seeks to:</p> <ul style="list-style-type: none"> • create exciting, appealing, and harmonious public spaces by integrating art into design and the planning of Harris County public spaces; • celebrate the community's character, history, racial and ethnic diversity, commonality, and civic pride; • enhance Harris County's image locally, regionally, and nationally by ensuring the creation of quality public art; • foster the public's understanding and enjoyment of public art; • encourage federal, state, and private support for Harris County's public art program.
PUBLIC ART COVERED BY THIS POLICY	<p>Public art, as defined by this policy, encompasses the broadest definition of visual art including the imaginative use and interplay of all artistic disciplines.</p> <p>Public art governed by this policy shall be: art that is visually or physically accessible to the public, acquired by County funds, or donated to the County, or provided by a private entity as a community benefit as required by special exception and approved by the Commissioner's Court.</p>
DEFINITIONS	<p><u>Artist:</u> A person who derives their livelihood in full or part from the creation of art, i.e. a professional artist, craftsperson or artisan. (For Community-Initiated Projects only: A person with a record of accomplishment as a practicing artist.)</p> <p><u>Community-Initiated Public Art:</u> Public art proposed, funded and implemented by a community entity (an organization or entity not part of Harris County government) on public property.</p> <p><u>County-Initiated Public Art:</u> Public art projects funded and implemented by the County.</p> <p><u>Public Art:</u> Original or limited multiple edition works of art that are accessible to the public and which may possess functional as well as aesthetic qualities. A temporary or permanent work of art that is paid for with County funds, or located on publicly-owned property or negotiated as part of a special</p>

	<p>exception project, is indoors or outdoors, and is accessible to the public at least 8 hours per day.</p> <p><u>Public Art Collection (“Collection”):</u> All public art either owned by the County or negotiated as part of a special exception or site plan project.</p> <p><u>Public Property:</u> Public property for the purpose of this policy is any land in Harris County that is owned by the County, as well as any space where the County holds an easement for public access or use.</p> <p><u>Temporary:</u> Having an intended end point.</p> <p><u>Work of Art:</u> An original creation by an artist. May be one-of-a-kind or from a limited edition, functional or purely aesthetic, exterior or interior, temporary or permanent.</p>
PUBLIC ART SITES	<p><u>County-Owned Property (Public):</u> The County may display public art projects that are physically and/or visually accessible to and by the public.</p>
ELIGIBLE PUBLIC ART PROJECTS	<p>Harris County Public Art Projects may include:</p> <ul style="list-style-type: none"> • the commissioning of permanent works designed for specific public sites; • the loan, purchase or donation of art works deemed appropriate for public sites; • artists contracted to work as integral members of architectural, infrastructure, and design teams; and • installations, artist-in-residence programs, and other short-term projects or planning activities that result in the creation of temporary or permanent public art.
ARTIST SELECTION	<p>The methods for artist selection may include:</p> <ul style="list-style-type: none"> • open competition, • invitational competition, • or direct selection. • These options shall comply with all laws, regulations, and County policies governing purchasing, procurement and the use of public funds.
ART OWNERSHIP AND COPYRIGHT	<p>In general, for County Initiated and Community Initiated permanent works of public art the County shall own the physical work and copyrights shall be retained by the artist, with reproduction rights</p>

	<p>allowed the County for appropriate promotional and educational purposes.</p> <p>Legal title and copyrights in any work of public art funded in whole or in part by direct County funding and/or the Public Art Fund, or donations or loans of public art which are accepted by the County, shall be spelled out in a mutually agreeable contract between the County and the artist and the owner. Ownership of art obtained through special exception projects will be negotiated on a case-by-case basis.</p>
FUNDING	<p><u>Direct County Funding</u> Each Harris County Taxing Entity, Department or Division is responsible for securing funding from the General Fund. This policy does not create a dedicated funding source for public art. However, it does allow departments to identify funds to spend on public art works.</p> <p><u>Other Funding Sources: Government, Foundations, Corporations and Other Contributions</u> Harris County may accept non-County public and private funds to support public art projects as appropriate. Individuals, businesses, and organizations may donate funds to the County for public art projects that follow this policy. All donations must be approved by Commissioner’s Court.</p>
CONTRACTS	<p>The Office of the County Attorney (CAO) will review and negotiate all public art contracts. The CAO will determine the category of projects. A CH. 381 Agreement is one of many options that can be used as a contracting option. The Waiver of Rights Pursuant to the Visual Artists Rights Act will generally be a requirement for any Agreement (<i>see Appendix A</i>).</p>
PROGRAM ADMINISTRATION	<p>Program Administration, if needed, is left to each Department implementing public art projects. The County reserves the right to establish standard public art program administration in the future.</p>
MAINTENANCE	<p><u>County Funded Art</u> The County will negotiate the maintenance of public art donations with the creator of the public art.</p> <p><u>Donated Art</u> The County will negotiate the maintenance of public art donations with the donor.</p>

APPENDIX A: Visual Artists Rights Act (VARA) WAIVER SAMPLE

I, _____, have prepared designs for the following art work: (specifically identify the work)

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

STATUTORY PROVISIONS

17 U.S.C. §106A - Rights of certain authors to attribution and integrity.

(a) Rights of Attribution and Integrity. -

Subject to section 107 and independent of the exclusive rights provided in section 106, the author of a work of visual art –

(1) shall have the right -

(A) to claim authorship of that work, and

(B) to prevent the use of his or her name as the author of any work of visual art which he or she did not create;

(2) shall have the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation; and

(3) subject to the limitations set forth in section 113(d), shall have the right

(A) to prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and

(B) to prevent any destruction of a work of recognized stature, and any intentional or grossly negligent destruction of that work is a violation of that right.

17 U.S.C. §106A(e)(1) – Transfer and waiver.

The rights conferred by subsection (a) may not be transferred, but those rights may be waived if the author expressly agrees to such waiver in a written instrument signed by the author. Such instrument shall specifically identify the work, and uses of that work, to which the waiver applies, and the waiver shall apply only to the work and uses so identified. In the case of a joint work prepared by two or more authors, a waiver of rights under this paragraph made by one such author waives such rights for all such authors.

WAIVER

As author of the above-described work, I hereby permanently waive my rights pursuant to 17 U.S.C. §106A(a)(3) to prevent any distortion, mutilation, modification or destruction of that work, for whatever reason and for whatever use of the work such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

Date

Artist