

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JANUARY 11, 2016

AGENDA ITEM NUMBER: 3

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF WINSTON-SALEM FOR THE CREATION, STAFFING AND ADMINISTRATION OF A JOINT PUBLIC ART COMMISSION TO FACILITATE DEVELOPMENT OF PUBLIC ART THROUGHOUT FORSYTH COUNTY AND WINSTON-SALEM

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

At its April 27, 2015 meeting, the Forsyth County Board of Commissioners adopted a Resolution Adopting the Public Art Plan for Winston-Salem and Forsyth County, N.C. The City-County Public Art Plan calls for the creation of a Public Art Commission, an appointed body that would facilitate the development of public art in Winston-Salem and Forsyth County. At the County Commissioners' recommendation, Planning staff also gave the opportunity to Forsyth County's towns and villages to hear about the plan. Thereafter, the Villages of Clemmons and Tobaccolville, and the Towns of Kernersville, Lewisville, and Rural Hall have adopted the said Plan.

The interlocal agreement under consideration creates a Public Art Commission that differs from the one called for in the Public Art Plan in three ways:

1. Instead of nine (9) members, the Commission would have between nine (9) and eleven (11) members. Six (6) of the appointments would be made by the City while the other three (3) to five (5) appointments would be made by Forsyth County, which will allow for consideration of recommendations made by participating towns and villages. If one, two, or no participating towns and/or villages make nominations, the County will make three appointments. If three participating towns and/or villages make nominations, the County will make four appointments. If four or more participating towns and/or villages make nominations, the County will make five appointments.

2. Because the Commission will be a working organization that employs the skills, talents, and networks of its members to create public art, more Commission members will be required to have a professional arts background than the public art plan originally proposed. Rather than three (3) members that are arts professionals, based on the total number of Commission members, between six (6) and eight (8) members would have professional arts backgrounds.
3. In order to take advantage of outside funding opportunities, one (1) Commission member appointed by the City would be experienced in grant writing.

Basic administrative staffing for the Commission would be accomplished through existing budgeted resources, specifically through the interlocal agreement for City-County Planning and from the support of other City and County offices. Any additional costs for administrative support would need to be identified, reviewed, and approved by both the City and County Managers prior to submission of the annual budget to the respective governing bodies. The proposed interlocal agreement is included as an attachment. If approved, the interlocal agreement shall become effective upon adoption.

ATTACHMENTS:- YES NO

SIGNATURE: _____ DATE: _____
County Manager

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND
THE CITY OF WINSTON-SALEM FOR THE CREATION, STAFFING AND
ADMINISTRATION OF A JOINT PUBLIC ART COMMISSION TO
FACILITATE DEVELOPMENT OF PUBLIC ART THROUGHOUT
FORSYTH COUNTY AND WINSTON-SALEM**

WHEREAS, on April 27, 2015, the Forsyth County Board of Commissioners adopted a Resolution Adopting the Public Art Plan for Winston-Salem and Forsyth County, N.C.; and

WHEREAS, at the recommendation of the Forsyth County Board of Commissioners, the City-County Planning and Development Services Department presented the City-County Public Art Plan to towns and villages in the County and the Villages of Clemmons and Tobaccoville, and the Towns of Kernersville, Lewisville, and Rural Hall have adopted the said Plan; and

WHEREAS, City and County staff recommend that the Forsyth County Board of Commissioners ratify and authorize execution of attached City/County Cooperative Services Agreement for Winston-Salem/Forsyth County Public Art Commission.

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, and the City of Winston-Salem for the creation, staffing and administration of a Joint Public Art Commission, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman and the Clerk to the Board are hereby authorized to execute the agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute amendments to this agreement, as necessary to continue these services during the current fiscal year, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and the City of Winston-Salem is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 11th day of January 2016.

NORTH CAROLINA)

CITY/COUNTY COOPERATIVE SERVICES
AGREEMENT FOR WINSTON-SALEM/FORSYTH
COUNTY PUBLIC ART COMMISSION

FORSYTH COUNTY)

THIS INTERLOCAL AGREEMENT (hereinafter the "Agreement") is made and entered into by and between FORSYTH COUNTY, a political subdivision of the State of North Carolina, 201 North Chestnut Street, Winston-Salem, North Carolina 27101, (hereinafter "COUNTY"), and the CITY OF WINSTON-SALEM, a municipal corporation of the State of North Carolina, 101 North Main Street, Winston-Salem, North Carolina 27101 (hereinafter "CITY").

GENERAL PROVISIONS:

1. The purpose of this Agreement is to outline the contractual arrangement between the COUNTY and CITY to create a joint Public Art Commission (hereinafter "Commission") for the purposes provided herein.
2. The COUNTY and CITY contract and agree with each other in accordance with Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes and other applicable laws, which permit governmental units to enter into interlocal agreements to make the most efficient use of their powers and resources by enabling cooperation on the basis of mutual advantage.
3. The COUNTY and CITY hereby agree that basic administrative staffing of this undertaking shall be accomplished through existing budgeted resources, specifically through the interlocal agreement for City-County Planning and from the support of other City and County offices. Any additional costs for administrative support shall be specifically identified, reviewed, and approved by both the City and County Managers prior to submission of the annual budget to the respective governing bodies.

I. GOVERNANCE MODEL

- a. The COUNTY and CITY will create a joint Public Art Commission to facilitate the creation of public art in Winston-Salem, Forsyth County, and participating towns and villages. The Commission will be a working organization that employs the skills, talents, and networks of its members to create public art throughout Winston-Salem and Forsyth County.

i. Appointments

1. The Commission will be composed of between nine (9) and eleven (11) appointees.

- a. The CITY will make six (6) appointments to the Commission. CITY appointments will be made by a vote of City Council upon the recommendation of the Mayor after applications of interested individuals are submitted to the Mayor's Office. Four (4) CITY appointees must be arts professionals (defined in subsection I.a.i.1.a.i. below). One (1) CITY appointee must be a civic or

business leader who demonstrates a deep interest in and appreciation of cultural and artistic activities. One (1) CITY appointee must be a person experienced in grant writing who demonstrates a deep interest in and appreciation of cultural and artistic activities.

- i. For the purpose of appointing Commission members, an arts professional is defined as a person who has professional experience or training related to the arts originating from employment or study within the following disciplines: arts or art history, arts administration, architecture, art criticism, art education, curation, conservation, heritage arts, literature, music, new media, performing arts, public art, visual arts, or a related field.
 - ii. CITY appointees must live in the City of Winston-Salem.
- b. The COUNTY will make between three (3) and five (5) appointments to the Commission. Persons interested in being appointed by the COUNTY may apply to the Forsyth County Board of Commissioners or be nominated by towns and villages that have adopted the *City-County Public Art Plan*. If one, two, or no participating towns and/or villages make nominations, the COUNTY will make three appointments. If three participating towns and/or villages make nominations, the COUNTY will make four appointments. If four or more participating towns and/or villages make nominations, the COUNTY will make five appointments. One (1) County appointment must be a civic or business leader who demonstrates a deep interest in and appreciation of cultural and artistic activities; all other County appointees must be arts professionals (defined in subsection I.a.i.1.b.i. below).
 - i. For the purpose of appointing Commission members, an arts professional is defined as a person who has professional experience or training related to the arts originating from employment or study within the following disciplines: arts or art history, arts administration, architecture, art criticism, art education, curation, conservation, heritage arts, literature, music, new media, performing arts, public art, visual arts, or a related field.

- ii. COUNTY appointees must live in Forsyth County (including any of the towns or villages and the City of Winston-Salem).

ii. Terms of Appointees

- 1. Upon creation of the Commission, if there are nine (9) or ten (10) members, the initial term of three (3) appointees will be two years and for six (6) (or seven (7)) appointees will be four years. Thereafter, all terms will be four years. If there are eleven (11) Commission members upon creation, the initial term of four (4) appointees will be two years and for seven (7) appointees will be four years. Thereafter, all terms will be four years.

- a. If the Commission has nine (9) or ten (10) members, the Winston-Salem City Council will determine which two (2) of its appointees will serve an initial two-year term and the Forsyth County Board of Commissioners will determine which one (1) of its appointees will serve an initial two-year term. If the Commission has eleven (11) members, the Winston-Salem City Council will determine which two (2) of its appointees will serve an initial two-year term and the Forsyth County Board of Commissioners will determine which two (2) of its appointees will serve an initial two-year term.

- b. Commission member terms will begin on January 1 and end on December 31. The partial first year of the Commission before January 1, 2016, will not be counted toward the first term of Commission members.

- 2. Each Commission member will serve until his or her successor is appointed and qualified.
- 3. Commission members may only serve two consecutive terms, under the provisions set forth herein, however, Commission members are eligible for reappointment following a two-year break in service on the Commission.
- 4. In the event that a Commission member vacates his or her position before the expiration of the term, a new member will be appointed by the appropriate elected body to complete the term.
- 5. A Commission member appointed to an unexpired term will be eligible for reappointment for one complete term if the term he or she is serving had more than three years remaining or two complete terms if the term they were serving had fewer than three years remaining.

iii. Termination from Commission

1. Any Commission member may be removed from the Commission prior to the expiration of his or her term by a majority vote of the appointing body.
2. The appointment of any Commission member who has been absent from three consecutive scheduled meetings of the Commission without the approval of the Commission will automatically terminate. Commission staff will notify any member whose appointment has automatically ended and report to the appointing body that a vacancy exists and that an appointment should be made for the unexpired term. The Commission will have the authority to excuse any member from attendance at any regular meeting for good cause.
3. CITY appointees who move out of the City of Winston-Salem, but still reside in Forsyth County, may carry out the duration of their term but is not eligible for reappointment by the CITY so long as they live outside the City limits. The appointment of any Commission member who moves out of Forsyth County will automatically terminate.

iv. Meetings

1. The Commission will meet at least bimonthly, unless there is not sufficient business to warrant a meeting.
2. A simple majority of appointed, filled positions will constitute a quorum.
3. The Commission will adopt and publish Rules of Procedure for the conduct of its business.
4. All meetings of the Commission will be open to the public and subject to the provisions of the North Carolina Open Meetings Law.

v. Officers

1. The Commission will elect one Chair and one Vice Chair with terms of two years, upon a majority vote of Commission members present at a regular meeting. The Chair will preside over all meetings of the Commission. In the absence of the Chair, the Vice Chair is authorized to perform and carry out all of the duties and obligations of the Chair.
2. The Chair and Vice Chair will be elected at the Commission's first meeting. Thereafter, the Chair and Vice Chair will be elected before the first meeting of the year and will start their term on January 1.

3. The Chair and Vice Chair may be reelected to serve up to three consecutive terms.
4. In the event that the Chair relinquishes his or her authority or quits before the term ends, the Vice Chair automatically becomes Chair until the expiration of the Chair's term.
5. In the event that the Vice Chair relinquishes his or her authority or quits before the term ends, or is promoted to Chair to fill an unexpired term, a new election will take place to elect a new Vice Chair to serve until the expiration of the Vice Chair's term.

vi. Subcommittees

1. The Commission may create subcommittees as needed. Examples include Community Engagement, Fundraising, Grant Writing, and Project Implementation Subcommittees.
2. Subcommittee members will be appointed by the Commission Chair.
3. Subcommittees must include at least one Commission member. Commission members may serve on multiple subcommittees.
4. Subcommittee sizes will be determined by the Commission.
5. Subcommittee meeting schedules and rules will be set by each subcommittee.

vii. Compensation

1. Commission and subcommittee members will serve without compensation.

II. STAFFING

a. CITY and COUNTY staff will assist and support the Commission in its goals solely in an administrative support role.

i. The City-County Planning and Development Services Department, City Manager's Office, and County Manager's Office will administratively support the Commission and oversee its budget.

1. Administrative support to the Commission will include meeting support, executing contracts, making payments to artists and other partners, and coordinating with appropriate CITY and COUNTY departments for maintenance, repair, community outreach, permit approvals, and other requirements of public artwork.

ii. The City Marketing and Communications Department will assist with community outreach efforts, including publication design and printing, website design and maintenance, and video production.

- iii. The City Department of Transportation, City-County Utilities, City Engineering, City Property and Facilities Management, City Recreation and Parks, County Parks and Recreation, and County General Services Departments will serve as consultants to the Commission as needed.

III. ROLES AND RESPONSIBILITIES OF COMMISSION

The Commission shall perform the following for the CITY and COUNTY:

- a. Public Art project implementation
 - i. The Commission will actively encourage the development of public art in Winston-Salem, Forsyth County, and participating Forsyth County towns and villages, by coordinating public art proposals, artists, funding, and space;
 - ii. Designate sites where public art would be an asset;
 - iii. Determine budgets for eligible projects;
 - iv. Oversee Public Art Program funding;
 - v. Determine feasibility of proposed projects;
 - vi. Serve as the artist selection panel;
 - vii. Review the design, execution, and placement of artwork; and
 - viii. Research potential public art funding opportunities, including grants.
- b. Community engagement
 - i. The Commission will build partnerships with Forsyth County's arts organizations and neighborhood associations;
 - ii. Advocate and build community support for public art; and
 - iii. Market and advertise the Public Art Program and individual public art projects.
- c. Records
 - i. The Commission will keep permanent minutes of its meetings. Meeting minutes will record attendance of members, resolutions, findings, recommendations, and other actions.
 - ii. The minutes of the Commission will be a public record.
 - iii. An annual report will be prepared and submitted by December 31 of each year to the Winston-Salem City Council and Forsyth County Board of Commissioners. The annual report will include a comprehensive review of the activities and actions of the Commission.
- d. Public art collection
 - i. The Commission will oversee the CITY's and COUNTY's public art collection, including the removal of CITY- and COUNTY-owned public art pieces that are no longer viable.

IV. FUNDING OF PUBLIC ART, USE OF FUNDS, AND MAINTENANCE/LIABILITY

- a. Public art funding
 - i. The Commission will oversee funds provided by participating municipalities, any donations made for specific projects, and grants specified for public art projects.
 - ii. Funds for each public art project will be retained by the municipality where the project is intended to be located unless the contributing municipality deems otherwise.

- iii. Municipal funding will be spent only on projects to be located within the boundaries of the contributing municipality unless the contributing municipality deems otherwise.
- b. Appropriate uses of Public Art Program funds:
 - i. The selection, acquisition, and display of works of art;
 - ii. Artist fees, design, planning, and predesign service contracts and commissions;
 - iii. Expenses for technical assistance provided by architects and/or engineers to artists in order to design, document, and/or certify artwork when CITY or COUNTY staff are unable to assist;
 - iv. Repair and maintenance of CITY- or COUNTY-owned public artworks;
 - v. Citizen forums and educational workshops to gather information and/or educate about public art;
 - vi. Documentation and public education material for the Public Art Program or public art projects;
 - vii. Public art project management.
 - c. Public art maintenance/liability
 - i. A care and maintenance budget, which could include, but is not limited to, repair and cleaning, must be included in each public art project's budget.
 - ii. The City Property and Facilities Management Department will be responsible for maintenance and repair of public art pieces owned or hosted by the CITY.
 - iii. The County General Services Department will be responsible for maintenance and repair of public art pieces owned or hosted by the COUNTY.
 - iv. Artwork will be considered to be in CITY or COUNTY Possession if it is owned or hosted by the CITY or COUNTY for a defined period of time.
 - v. Other municipalities in possession of public art will be responsible for its maintenance and repair.
 - vi. City-County Planning and Development Services staff will determine maintenance and repair needs based on regular inspections.
 - vii. If in full ownership of the CITY or COUNTY, artwork will be self-insured for liability subject to applicable limits imposed by law and adopted policy, and in the event that artwork is damaged beyond repair. If artwork is on loan to the CITY or COUNTY, the providing entity will provide insurance. Participating towns and villages will make their own insurance arrangements.
 - viii. Insurance for liability and professional indemnity will be provided by the artist until an artwork is taken into possession by the CITY, COUNTY, or other participating municipality.

V. INITIATION OF AGREEMENT/PAYMENT FORMULA

- a. The Commission will be appointed during FY 2015-2016.

VI. AMENDMENTS AND TERMINATIONS:

This Agreement may be amended by written agreement executed by the parties hereto.

This Agreement shall become effective on December 1, 2015, and shall continue in force until same is revoked in writing by either of the parties hereto, upon ninety (90) days written notice of the termination to the other party.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed, and their corporate seals to be affixed by their duly authorized corporate officers, in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

ATTEST:

(SEAL) CITY OF WINSTON-SALEM

By: _____
City Secretary

By: _____
Mayor

ATTEST:

(SEAL) FORSYTH COUNTY

By: _____
Clerk of the Board

By: _____
Chairman, Board of Commissioners